

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4

IN THE MATTER OF:

DIXIE BARREL & DRUM SITE
Knoxville, Knox County, Tennessee

Alcoa Inc. f/k/a Aluminum Company of America;
Ashland Inc.; BDS Management Group, Inc. d/b/a
B-Dry Waterproofing; Bullet Boats, Inc.; Clinch
River Castings, Inc.; CoorsTek a/k/a Coors
Technical Ceramics; DH Compounding Company;
Dan River, Inc.; Denso Manufacturing; The Dycho
Company, Inc.; Electrolux on behalf of Athens
Products; Enterprise Waste Oil Company; Great
Lakes Chemical Corporation; Greenway Products,
Inc.; Howmet Corporation; Hubbnell Lenoir City,
Inc., f/k/a Strongwell; Hutch Manufacturing; Key
Safety Systems; Johnson Controls, Inc., on behalf of
Bristol Compressors, Inc.; Kimberly Clark Corp.;
M&M Steel Drum; MAHLE, Inc; Melaleuca; Modine
Manufacturing Company; PolyOne Corporation; Rohm
& Haas Company; Sea Ray Boats/Knoxville; Senior
Flexonics; Soncco Products Company f/k/a Sonoco
Flexible Packaging; Specialty Chemical Company, LLC;
Specialty Enterprises Inc.; Superior Pavement Marking,
Inc.; Tennessee Department of Transportation; The
Sherwin-Williams Company; Univar USA Inc.; and
VIC International Corporation.

Respondents

ADMINISTRATIVE
SETTLEMENT AGREEMENT
FOR PAST COSTS

U.S. EPA Region 4
Docket No. CERCLA-04-2008-3754

Proceeding Under Section 122(h)(1)
of the Comprehensive, Environmental,
Compensation, and Liability Act, as
amended 42 U.S.C. § 9622(h)(1)



10589235

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I. JURISDICTION

1. This Settlement Agreement is entered into pursuant to the authority vested in the Administrator of the U.S. Environmental Protection Agency ("EPA") by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(h)(1), which authority has been delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-D and re-delegated to the Chief, Waste Programs Branch.

2. This Settlement Agreement is made and entered into by EPA, and the Settling Parties listed in appendix A ("Settling Parties"). Each Settling Party consents to and will not contest EPA's authority to enter into this Settlement Agreement or to implement or enforce its terms.

II. BACKGROUND

3. This Agreement concerns the Dixie Barrel & Drum Site ("Site") located at 2120 Jones Street, Knoxville, Knox County, Tennessee. EPA alleges that the Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

4. In response to the release or threatened release of hazardous substances at or from the Site, EPA undertook response actions at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604. EPA conducted a removal assessment in October 2003. Data results from samples collected during the site assessment revealed numerous hazardous substances including lead, chromium, ethyl benzene, and trichloroethylene. Additionally, there were samples that possessed hazardous characteristics such as ignitability and corrosivity. Many of the containers sampled were found in poor condition and stored next to other incompatible chemicals, thus elevating the risk for fire and explosion. On December 15, 2003, EPA initiated a Removal Action. The Removal Action was completed on May 28, 2005.

5. In performing response action, EPA has incurred response costs at or in connection with the Site.

6. EPA alleges that Settling Parties are responsible parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and are jointly and severally liable for response costs incurred or to be incurred at or in connection with the Site.

7. EPA and Settling Parties recognize that this Agreement has been negotiated in good faith and that this Agreement is entered into without the admission or adjudication of any issue of fact or law.

III. PARTIES BOUND

8. This Agreement shall be binding upon EPA and upon Settling Parties and their [heirs], successors and assigns. Any change in ownership or corporate or other legal status of a Settling Party, including but not limited to, any transfer of assets or real or personal property, shall in no way alter such Settling Party's responsibilities under this Agreement. Each signatory to this Agreement certifies that he or she is authorized to enter into the terms and conditions of this Agreement and to bind legally the party represented by him or her.

IV. DEFINITIONS

9. Unless otherwise expressly provided herein, terms used in this Agreement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Agreement or in any appendix attached hereto, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*

b. "Day" shall mean a calendar day. In computing any period of time under this Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

c. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.

d. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.¹

e. "Paragraph" shall mean a portion of this Agreement identified by an Arabic numeral or a lower case letter.

f. "Parties" shall mean EPA and the Settling Parties.

g. "Past Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that EPA or the U.S. Department of Justice on behalf of EPA has paid at or in connection with the Site through June 1, 2007, plus accrued Interest on all such costs through such date.

¹ The Superfund currently is invested in 52-week MK notes. The interest rate for these MK notes changes on October 1 of each year and the current rate is 4.34%.

h. "Section" shall mean a portion of this Agreement identified by a Roman numeral.

i. "Settlement Agreement" shall mean this Settlement Agreement [and any attached appendices]. In the event of conflict between this Settlement Agreement and any appendix, the Settlement Agreement shall control.

j. "Settling Parties" shall mean those parties identified in Appendix A.

k. "Site" shall mean the Dixie Barrel Superfund site, encompassing approximately .35 acres, located at 2120 Jones Street, Knoxville, Knox County, Tennessee.

l. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

V. PAYMENT OF RESPONSE COSTS

10. Within 30 days of the effective date of this Agreement, Settling Parties shall pay to the EPA Hazardous Substance Superfund \$940,000.00 in reimbursement of Past Response Costs. In the event that the payment for Past Response Costs is not made within 30 days of the effective date of this Agreement, Settling Parties shall pay Interest on the unpaid balance. Interest is established at the rate specified in Section 107(a) of CERCLA. The Interest to be paid for Settling Parties' failure to make timely payments on Past Response Costs shall begin to accrue on the effective date of this Agreement. Interest shall accrue at the rate specified through the date of payment. Payment of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Settling Parties' failure to make timely payments under this Paragraph.

11. Payment by Settling Parties shall be made to EPA by Electronic Funds Transfer ("EFT") in accordance with current EFT procedures to be provided to Settling Parties by EPA Region 4, and shall be accompanied by a statement identifying the name and address of the party making payment, the Site name, the EPA Region and Site/Spill ID Number A4CK, and the EPA docket number for this action.

12. At the time of payment, Settling Parties shall also send notice that payment has been made to EPA in accordance with Section XII (Notices and Submissions). Such notice shall reference the EPA Region and Site ID Number A4CK and the EPA docket number for this action.

13. The total amount to be paid pursuant to Paragraph 10 by Settling Parties shall be deposited in the EPA Hazardous Substance Superfund.

VI. FAILURE TO COMPLY WITH AGREEMENT

14. Interest on Late Payments. If any Settling Party fails to make any payment required by Paragraph 10 by the required due date, Interest shall continue to accrue on the unpaid balance through the date of payment.

15. Stipulated Penalty.

a. If any amounts due to EPA under Paragraph 10 are not paid by the required date, Settling Parties shall be in violation of this Agreement and shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 14 \$500 per violation per day that such payment is late.

b. Stipulated penalties are due and payable within 60 days of the date of demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be identified as "stipulated penalties" and shall be made payable to "EPA Hazardous Substance Superfund." The check, or a letter accompanying the check, shall reference the name and address of the party making payment, the Site name, the EPA Region and Site Spill ID Number, and the EPA Docket Number for this action. Settling Parties shall send the check (and any accompanying letter) to:

US Environmental Protection Agency
Superfund Payments -- Region 4
Cincinnati Finance Center
P.O. Box 979076
St. Louis, Missouri 63197-9000

c. At the time of each payment, Settling Parties shall also send notice that payment has been made to EPA in accordance with Section XII (Notices and Submissions). Such notice shall identify the EPA Region and Site ID Number A4CK and the EPA Docket Number for this action.

d. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified Settling Parties of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Agreement.

16. In addition to the Interest and Stipulated Penalty payments required by this Section and any other remedies or sanctions available to EPA by virtue of Settling Parties' failure to comply with the requirements of this Agreement, any Settling Party who fails or refuses to comply with the requirements of this Agreement shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. § 9622(h)(3). If the United States, on behalf of EPA, brings an action to enforce this Agreement, Settling Parties shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

17. The obligations of Settling Parties to pay amounts owed to EPA under this Agreement are joint and several. In the event of the failure of any one or more Settling Parties to make the payments required under this Agreement, the remaining Settling Parties shall be responsible for such payments.

18. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Agreement. Payment of stipulated penalties shall not excuse Settling Parties from payment as required by Section V or from performance of any other requirements of this Agreement.

VII. COVENANT NOT TO SUE BY EPA

19. Except as specifically provided in Section VIII (Reservations of Rights by EPA), EPA covenants not to sue or take judicial or administrative action against Settling Parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs. This covenant shall take effect upon receipt by EPA of all amounts required by Section V (Payment of Response Costs) and any amounts due under Section VI (Failure to Comply with Agreement). This covenant not to sue is conditioned upon the satisfactory performance by Settling Parties of their obligations under this Agreement. This covenant not to sue extends only to Settling Parties and does not extend to any other person.

VIII. RESERVATIONS OF RIGHTS BY EPA

20. EPA reserves, and this Agreement is without prejudice to, all rights against Settling Parties with respect to all matters not expressly included within the Covenant Not to Sue by EPA in Paragraph 19. Notwithstanding any other provision of this Agreement, EPA reserves all rights against Settling Parties with respect to:

- a. liability for failure of Settling Parties to meet a requirement of this Agreement;
- b. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs;
- c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;
- d. criminal liability; and
- e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

21. Nothing in this Agreement is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States may have against any person, firm, corporation or other entity not a signatory to this Agreement.

IX. COVENANT NOT TO SUE BY SETTLING PARTIES

22. Settling Parties covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Past Response Costs or this Agreement, including but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claims arising out of the response actions at the Site for which the Past Response Costs were incurred, including any claim under the United States Constitution, the Constitution of the State of Tennessee, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; and

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Past Response Costs.

23. Nothing in this Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

24. Settling Parties agree not to assert any claims and to waive all claims or causes of action that they may have for all matters relating to the Site, including for contribution, against any person where the person's liability to Settling Parties with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if all or part of the disposal, treatment, or transport occurred before April 1, 2001, and the total amount of material containing hazardous substances contributed by such person to the Site was less than 110 gallons of liquid materials or 200 pounds of solid materials.

25. The waiver in Paragraph 24 shall not apply with respect to any defense, claim, or cause of action that a Settling Party may have against any person meeting the above criteria if such person asserts a claim or cause of action relating to the Site against such Settling Party. This waiver also shall not apply to any claim or cause of action against any person meeting the above criteria if EPA determines:

a. that such person has failed to comply with any EPA requests for information or administrative subpoenas issued pursuant to Section 104(e) or 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) or 9622(e), or Section 3007 of the Solid Waste Disposal Act (also known as the Resource Conservation and Recovery Act or "RCRA"), 42 U.S.C. § 6972, or has impeded or is impeding, through action or inaction, the performance of a response action or natural resource restoration with respect to the Site, or has been convicted of a criminal violation for the conduct to which this waiver would apply and that conviction has not been vitiated on appeal or otherwise; or

b. that the materials containing hazardous substances contributed to the Site by such person have contributed significantly, or could contribute significantly, either individually or in the aggregate, to the cost of response action or natural resource restoration at the Site.

X. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

26. Except as provided in paragraphs 24 and 25, nothing in this Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Agreement. The Parties expressly reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that they may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

27. EPA and Settling Parties agree that the actions undertaken by Settling Parties in accordance with this Agreement do not constitute an admission of any liability by any Settling Party. Settling Parties do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Agreement, the validity of the facts or allegations contained in Section II of this Agreement.

28. The Parties agree that Settling Parties are entitled, as of the effective date of this Agreement, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), or other applicable law, for "matters addressed" in this Agreement. The "matters addressed" in this Agreement are Past Response Costs.

29. Each Settling Party agrees that with respect to any suit or claim for contribution brought by it for matters related to this Agreement, it will notify EPA in writing no later than 60 days prior to the initiation of such suit or claim. Each Settling Party also agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Agreement, it will notify EPA in writing within 10 days of service of the complaint or claim upon it. In addition, each Settling Party shall notify EPA within 10 days of service or receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Agreement.

30. In any subsequent administrative or judicial proceeding initiated by EPA, or by the United States on behalf of EPA, for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Parties shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenant not to sue by EPA set forth in Section VII.

XI. RETENTION OF RECORDS

31. Until three [3] years after the effective date of this Agreement, each Settling Party shall preserve and retain all records now in its possession or control, or which come into its possession or control, that relate in any manner to response actions taken at the Site or to the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary.

32. After the conclusion of the three [3] year document retention period in the preceding paragraph, Settling Parties shall notify EPA at least 90 days prior to the destruction of any such records and, upon request by EPA, Settling Parties shall deliver any such records to EPA. Settling Parties may assert that certain records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Parties assert such a privilege, they shall provide EPA with the following: 1) the title of the record; 2) the date of the record; 3) the name, title, affiliation (*e.g.*, company or firm), and address of the author of the record; 4) the name and title of each addressee and recipient; 5) a description of the subject of the record; and 6) the privilege asserted. If a claim of privilege applies only to a portion of a record, the record shall be provided to EPA in redacted form to mask the privileged information only. Settling Parties shall retain all records that they claim to be privileged until EPA has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in Settling Parties' favor. However, no records created or generated pursuant to the requirements of this or any other settlement with the EPA pertaining to the Site shall be withheld on the grounds that they are privileged.

33. Each Settling Party hereby certifies individually that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, reports, or information relating to its potential liability regarding the Site since notification of potential liability by the United States or the State or the filing of suit against it regarding the Site and that it has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

XII. NOTICES AND SUBMISSIONS

34. Whenever, under the terms of this Settlement Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of this Settlement Agreement with respect to EPA and Settling Parties.

As to EPA:

Leif Palmer
Attorney-Advisor
US EPA Region 4
13th Floor
61 Forsyth Street SW
Atlanta, GA 30303

Paula V. Batchelor
US EPA Region 4
SEIMB – 11th Floor
Superfund Division
61 Forsyth Street, SW
Atlanta, GA 30303

James V. Wood
Director
Cincinnati Finance Center
USEPA Facilities – Mail Code NWD
26 West Martin Luther King Jr., Drive
Cincinnati, Ohio 45268

As to Settling Parties:

David M. Abner
Legal Counsel
Ashland Inc - Law Department
5200 Blazer Parkway
Dublin OH 43017

XIII. INTEGRATION AND APPENDICES

35. This Settlement Agreement and appendices constitutes the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Settlement Agreement. The following appendices are attached to and incorporated into this Settlement Agreement: "Appendix A" is a complete list of the Settling Parties; and "Appendix B" is the map of the Site.

XIV. PUBLIC COMMENT

36. This Settlement Agreement shall be subject to a public comment period of not less than 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, EPA may modify or withdraw its consent to this Settlement Agreement if comments received disclose facts or considerations which indicate that this Settlement Agreement is inappropriate, improper or inadequate.

XV. ATTORNEY GENERAL APPROVAL

37. The Attorney General or his designee has approved the settlement embodied in this Agreement in accordance with Section 122(h)(1) of CERCLA, 42 U.S.C. § 9622(h)(1).

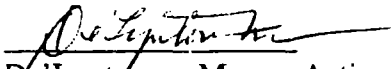
XVI. EFFECTIVE DATE

38. The effective date of this Settlement Agreement shall be the date upon which EPA issues written notice that the public comment period pursuant to Paragraph 36 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Settlement Agreement.

Dixie Barrel 011-2008-3754

IT IS SO AGREED:

U.S. Environmental Protection Agency

By: 
De'Lyntoneus Moore, Acting Chief
Superfund Enforcement and
Information Management Branch
Superfund Division
U.S. EPA Region 4

3/7/08
Date

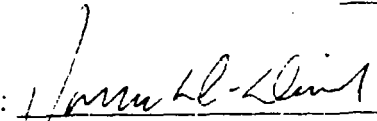
Appendix A

No.	PRP
1.	Alcoa Inc. f/k/a Aluminum Company of America
2.	Ashland Inc.
3.	BDS Management Group, Inc. d/b/a B-Dry Waterproofing
4.	Bullet Boats, Inc.
5.	Clinch River Castings, Inc.
6.	CoorsTek a/k/a Coors Technical Ceramics
7.	DH Compeunding Company
8.	Dan River Inc.
9.	Denso Manufacturing
10.	The Dycho Company Inc.
11.	Electrolux on behalf of Athens Products
12.	Enterprise Waste Oil Company
13.	Great Lakes Chemical Corporation
14.	Greenway Products, Inc.
15.	Howmet Corporation
16.	Hubbnell Lenoir City, Inc. f/k/a Strongwell
17.	Hutch Manufacturing
18.	Key Safety Systems
19.	Johnson Controls, Inc. on behalf of Bristol Compressors, Inc.
20.	Kimberly Clark Corp.
21.	M&M Steel Drum

No.	PRP
22.	MAHLE, Inc.
23.	Melaleuca
24.	Modine Manufacturing Company
25.	PolyOne Corporation
26.	Rohm & Haas Company
27.	Sea Ray Boats/Knoxville
28.	Senior Flexonics
29.	Sonoco Products Company f/k/a Sonoco Flexible Packaging
30.	Specialty Chemical Company, LLC
31.	Specialty Enterprises Inc.
32.	Superior Pavement Marking, Inc.
33.	Tennessee Department of Transportation
34.	The Sherwin-Williams Company
35.	Univar USA Inc.
36.	VIC International Corporation

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Docket No. CERCLA-04-2008-3754, relating to the Dixie Barrel Site in Knoxville, Tennessee:

FOR SETTLING PARTY: Alcoa Inc. (f/k/a Aluminum Company of America)
[Name]
201 Isabella Street, Pittsburgh, PA 15212
[Address]

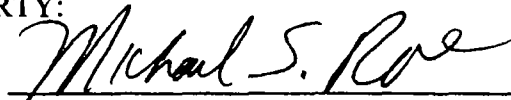
By: 
[Name]
Ronald D. Dickel
Vice President

12/17/07
[Date]

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of CERCLA-04-2008-3754, relating to the Dixie Barrel Site in Knoxville, Tennessee:

FOR SETTLING PARTY:

By:



Michael S. Roe

Title: Senior Group Counsel

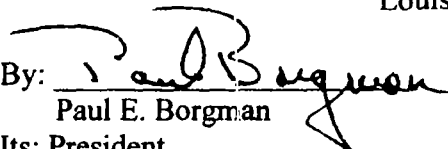
Company Name: Ashland Inc.

Address: 5200 Blazer Parkway
Dublin, Ohi 43017

Telephone Number: 859.815.3430

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Docket No. CERCLA-04-2008-3754, relating to the Dixie Barrel Site in Knoxville, Tennessee:

FOR SETTLING PARTY: BDS Management Group, Inc. d/b/a B-Dry Waterproofing
394 Hertz Starks Building
455 South Fourth Street
Louisville, Kentucky 40202

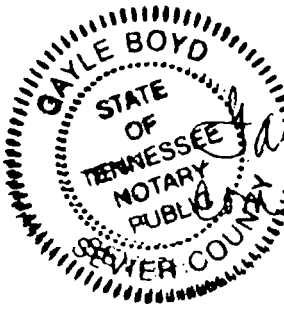
By: 
Paul E. Borgman
Its: President

12.17.07
[Date]

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Docket No. CERCLA-04-2008-3754, relating to the Dixie Barrel Site in Knoxville, Tennessee:

FOR SETTLING PARTY: Bullet Boats Inc
[Name]
PO BOX 2302 Knoxville, TN 37901
[Address]

By: J. Crews 12/14/07
[Name] [Date]

 Gayle Boyd
Commission expires 5/10

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Docket No. CERCLA-04-2008-3754, relating to the Dixie Barrel Site in Knoxville, Tennessee:

FOR SETTLING PARTY:

Clinch River Casting, Inc.

[Name]

P.O. Box 239, Caryville, TN 37714

[Address]

By:

John Finney

[Name]

12-17-07

[Date]

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Docket No. CERCLA-04-2008-3754, relating to the Dixie Barrel Site in Knoxville, Tennessee:

FOR SETTLING PARTY: CoorsTek, Inc.
a/k/a CoorsTek Technical Ceramics Company
dba CoorsTek Tennessee, Inc.

1100 Commerce Park Drive
Oak Ridge, TN 37830

By: *Dane A. Bartlett*
Dane A. Bartlett
Secretary

December 18, 2007

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Docket No. CERCLA-04-2008-3754, relating to the Dixie Barrel Site in Knoxville, Tennessee:

FOR SETTLING PARTY: DH Compounding Company
[Name]
c/o PolyOne Corporation, 33587 Walker Rd.
[Address] Avon Lake, OH 44012

By: Richard E. Heiser 12/17/07
[Name] [Date]
Richard E. Heiser

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Docket No. CERCLA-04-2008-3754, relating to the Dixie Barrel Site in Knoxville, Tennessee:

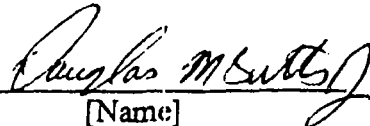
FOR SETTLING PARTY: Dan River Inc., a/k/a Dan River, Dan Rivers, Dan Rivers Inc.

[Name]

2291 Memorial Drive - Danville VA 24541

[Address]

By:



[Name]

Douglas M. Butts, Jr.
Controller

December 18, 2007

[Date]

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Docket No. CERCLA-04-2008-3754, relating to the Dixie Barrei Site in Knoxville, Tennessee:

FOR SETTLING PARTY: DENSO Manufacturing Tennessee, Inc.
[Name]
1720 Robert C. Jackson Drive, Maryville, TN 37801
[Address]

By: [Signature] Bob Booker 12/17/07
[Name] [Date]
Manager, Legal Services

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Docket No. CERCLA-04-2008-3754, relating to the Dixie Barrel Site in Knoxville, Tennessee:

FOR SETTLING PARTY: The Dyco Company, Inc
[Name]
412 meridian street N. Sta, TN
[Address] 37826

By: Tracy B. Simpson 12/17/07
[Name] [Date]

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Docket No. CERCLA-04-2008-3754, relating to the Dixie Barrel Site in Knoxville, Tennessee:

FOR SETTLING PARTY: Electrolux on behalf of Atheis Products
[Name]
20445 Emerald Pkwy SW - Suite 250, Cleveland, OH 44135
[Address]

By: [Signature]
[Name]
Asst. Gen. Counsel

12/17/07
[Date]

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Docket No. CERCLA-04-2008-3754, relating to the Dixie Barrel Site in Knoxville, Tennessee:

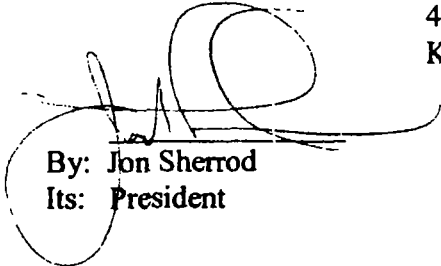
FOR SETTLING PARTY: Enterprise Waste Oil Company
P.O. Box 52044
Knoxville, Tennessee 37950

By: W. B. Pritchard, Pres. 12-17-07
Wayman Pritchard, Pres. [Date]

Its: PRESIDENT

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of CERCLA-04-2008-3754, relating to the Dixie Barrel Site in Knoxville, Tennessee:

FOR SETTLING PARTY: Greenway Products, Inc.
4320 Greenway Drive
Knoxville, TN 37918



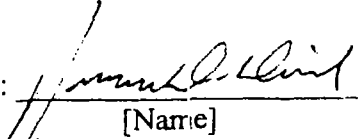
By: Jon Sherrod
Its: President

12-13-07
Date

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Docket No. CERCLA-04-2008-3754, relating to the Dixie Barrel Site in Knoxville, Tennessee:

FOR SETTLING PARTY: Howmet Corporation
[Name]

Alcoa, 201 Isabella Street, Pittsburgh, PA 15212
[Address]


By: 
[Name]

12/14/07
[Date]

Ronald D. Dickel
Vice President

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Docket No. CERCLA-04-2008-3754, relating to the Dixie Barrel Site in Knoxville, Tennessee:

FOR SETTLING PARTY: Hutch MFG Co.
[Name]
PO Box 350, Loudon TN 37774
[Address]

By:  12/12/07
[Name] [Date]
DAVID Oleshausk

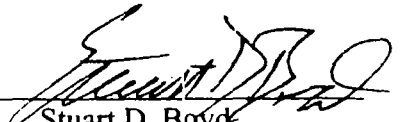
THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Docket No. CERCLA-04-2008-3754; relating to the Dixie Barrel Site in Knoxville, Tennessee:

FOR SETTLING PARTY: Johnson Controls Inc. on behalf of Bristol
[Name] Compressor Inc.
507 E. Michigan St. Milwaukee, WI 53202
[Address]

By: [Signature] 12-17-07
[Name] [Date]

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Docket No. CERCLA-04-2008-3754, relating to the Dixie Barrel Site in Knoxville, Tennessee:

FOR SETTLING PARTY: Key Safety Systems, Inc.
7000 Nineteen Mile Road
Sterling Heights, MI 48314

By: 
Stuart D. Boyd
Sr. VP and General Counsel

12/18/07
[Date]

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Docket No. CERCLA-04-2008-3754, relating to the Dixie Barrel Site in Knoxville, Tennessee:

FOR SETTLING PARTY:

M&M Solid Drums

[Name]

P.O. Box 90 Cannon, NC 28716

[Address]

By:

[Signature]

[Name]

12-14-07

[Date]

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Docket No. CERCLA-04-2008-3754, relating to the Dixie Barrel Site in Knoxville, Tennessee:

FOR SETTLING PARTY: MAHLE, Inc.
[Name]

P.O. Box 748, Morristown, TN 37815-0748
[Address]


By: C. Phillip Zimmerman
[Name]

12-17-2007
[Date]

Q

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Docket No. CERCLA-04-2008-3754, relating to the Dixie Barrel Site in Knoxville, Tennessee:

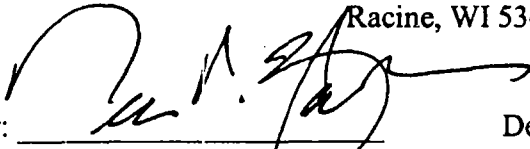
FOR SETTLING PARTY: Melaleuca, Inc.
3910 S. Yellowstone Ave.
Idaho Falls, ID 83404

By: 
Thomas Knutson, Chief Financial Officer

12/17/2007
Date

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Docket No. CERCLA-04-2008-3754, relating to the Dixie Barrel Site in Knoxville, Tennessee:

FOR SETTLING PARTY: Modine Manufacturing Company
1500 DeKoven Avenue
Racine, WI 53403

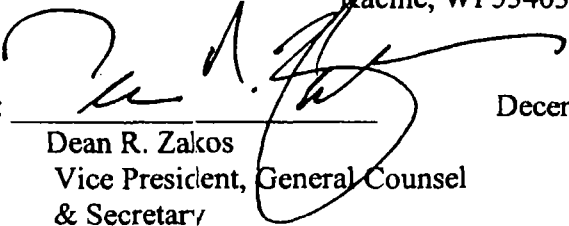
By: 

December 17, 2007

Dean R. Zakos
Vice President, General Counsel
& Secretary

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Docket No. CERCLA-04-2008-3754, relating to the Dixie Barrel Site in Knoxville, Tennessee:

FOR SETTLING PARTY: Modine Manufacturing Company
1500 DeKoven Avenue
Racine, WI 53403

By:  December 17, 2007
Dean R. Zakos
Vice President, General Counsel
& Secretary

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Docket No. CERCLA-04-2008-3754, relating to the Dixie Barrel Site in Knoxville, Tennessee:

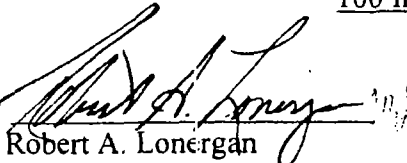
FOR SETTLING PARTY: Poly One Corporation
[Name]
33587 Walker Road, Moon Lake, OH 44012
[Address]

By: Richard E. Hahn 12/17/07
[Name] [Date]

Richard E. Hahn
Assistant Secretary

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Docket No. CERCLA-04-2008-3754, relating to the Dixie Barrel Site in Knoxville, Tennessee:

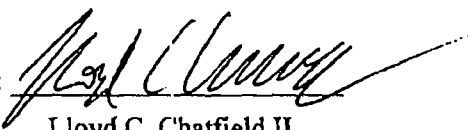
FOR SETTLING PARTY: Rohm and Haas Company
[Name]
100 Independence Mall West, Philadelphia, PA 19106
[Address]

By:  12/17/07
Robert A. Lonergan [Date]
Executive Vice President and General Counsel

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Docket No. CERCLA-04-2008-3754, relating to the Dixie Barrel Site in Knoxville, Tennessee:

FOR SETTLING PARTY: Brunswick Corporation (on behalf of Sea Ray Boats/Knoxville)
1 N. Field Ct.
Lake Forest, IL 60045

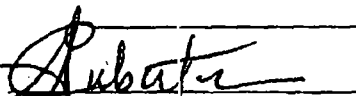
BRUNSWICK CORPORATION

By: 
Lloyd C. Chatfield II
Vice President, General Counsel and
Secretary

December 26, 2007

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Docket No. CERCLA-04-2008-3754, relating to the Dixie Barrel Site in Knoxville, Tennessee:

FOR SETTLING PARTY: SENIOR FLEXONICS PATHWAY DIVISION
2400 Longhorn Industrial Drive, New Braunfels TX, 78130

By: 
Carl Armbrister

DECEMBER 27, 2007
12/27/2007

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Docket No. CERCLA-04-2008-3754, relating to the Dixie Barrel Site in Knoxville, Tennessee

FOR SETTLING PARTY: Sonoco Products Company
One North Second Street
Hartsville, SC 29550


By: Charles J Hupfer
Charles J Hupfer
Senior VP and CFO

December 14, 2007

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

Settling PRP:

Specialty Chemical Company, LLC

By: 

Printed Name: PHILLIP L. COCHRAN

Title: GENERAL MANAGER

12/17/07

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Docket No. CERCLA-04-2008-3754, relating to the Dixie Barrel Site in Knoxville, Tennessee:

FOR SETTLING PARTY: Specialty Enterprises Inc
Lester T. Simeriville President
[Name]
P.O. Box 2606 Cleveland, TN 37320-2606
[Address]

By: Lester T. Simeriville Pres. 12-19-07
[Name] [Date]

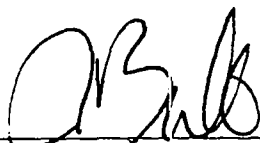
THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Docket No. CERCLA-04-2008-3754, relating to the Dixie Barrel Site in Knoxville, Tennessee:

FOR SETTLING PARTY: Strongwell n/k/a Hubbell Lenox City, Inc.
[Name]
2911 Industrial Park Drive, Lenox City, TN 37271
[Address]

By: Lucia H. Foley 12/17/07
[Name] [Date]

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Docket No. CERCLA-04-2008-3754, relating to the Dixie Barrel Site in Knoxville, Tennessee:

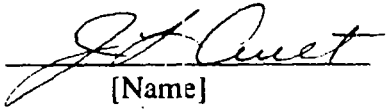
FOR SETTLING PARTY: Superior Pavement Marking, Inc.
c/o Danny P. Dyer
Gentry, Tipton & McLemore, P.C.
P.O. Box 1990
Knoxville, Tennessee 37902

By: 
[Name]
Title: VICE-PRESIDENT

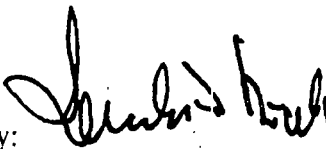
12 | 17 | 07
[Date]

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Docket No. CERCLA-04-2008-3754, relating to the Dixie Barrel Site in Knoxville, Tennessee:

FOR SETTLING PARTY: The Sherwin-Williams Company
[Name]
101 Prospect Avenue, N.W., Cleveland, OH 44115
[Address]

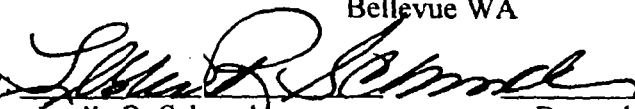
By:  December 17, 2007
[Name] [Date]
John L. Ault
Vice President - Corporate Controller

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Docket No. CERCLA-04-2008-3754, relating to the Dixie Barrel Site in Knoxville, Tennessee:

FOR SETTLING PARTY: Tennessee Department of Transportation
[Name]
Suite 700, James K. Polk Building, 505 Deadwood Street
Nashville, TN 37243
[Address]
By:  12/14/07
[Name] [Date]

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Docket No. CERCLA-04-2008-3754, relating to the Dixie Barrel Site in Knoxville, Tennessee:

FOR SETTLING PARTY: Univar USA Inc.
Bellevue WA

By  Dec. 18, 2007
December 18, 2007

Leslie R. Schenck
Garvey Schubert Barer
1191 Second Ave., Suite 1800
Seattle, WA
(outside counsel for Univar)

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of Docket No. CERCLA-04-2008-3754, relating to the Dixie Barrel Site in Knoxville, Tennessee:

FOR SETTLING PARTY: VIC International Corporation
[Name]

110. Bar 12712 Knoxville, TN 37913
[Address]

By: J. Van Green
[Name]

Dec 12, 2007
[Date]