IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

UNITED STATES OF AMERICA Plaintiff, v. USX CORPORATION, et al., Defendant.	CIVIL ACTION NO. 98 C 6389

CONSENT DECREE
REGARDING NATURAL RESOURCE DAMAGES

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I. BACKGROUND

A. The United States of America ("United States") filed a complaint and an amended complaint in this action pursuant to Sections 106 and 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, ("CERCLA"), 42 U.S.C. §§ 9606 and 9607.

B. The United States' amended complaint alleged that the potentially responsible parties ("PRPs") that have entered into this Consent Decree (the "Settling PRPs") are parties that are liable under CERCLA for response actions and response costs relating to the Yeoman Creek Landfill Superfund Site in Waukegan, Illinois (the "Site"). The Settling PRPs under this Consent Decree Regarding Natural Resource Damages are Browning-Ferris Industries, LLC (as the successor in interest to Browning Ferris Industries, Inc.); BFI Waste Systems of North America, Inc. (as the successor in interest to Browning Ferris Industries of Illinois, Inc.); the City of Waukegan, Illinois; Abbott Laboratories; Waukegan Community School District No. 60; The Goodyear Tire & Rubber Company; and Invitrogen Corporation (as the successor in interest to The Dexter Corporation).

C. The United States and the Settling PRPs entered into a prior consent decree addressing response actions and response costs relating to the Site, captioned "Partial Consent Decree Relating to Remedial Design/Remedial Action" (entered by the Court on April 7, 1999) (hereinafter the "RD/RA Consent Decree"). The RD/RA Consent Decree expressly reserved the United States' claims for "liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damages assessments."

D. Pursuant to Executive Order 12580 and the National Contingency Plan, 40 C.F.R. Part 300, the Secretary of the United States Department of the Interior ("DOI"), through the United States Fish and Wildlife Service, and the Secretary of the United States Department of Commerce ("Commerce"), through the National Oceanic and Atmospheric Administration ("NOAA") have been delegated authority to act as the Federal Trustees for natural resources impacted by the release of hazardous substance at the Site.

E. The Illinois Environmental Protection Agency ("IEPA") and the Illinois Department of Natural Resources ("IDNR") have been delegated authority to act as State Trustees for natural resources impacted by the release of hazardous substance at the Site. The

State of Illinois (the "State") – by and through the Attorney General of Illinois, on behalf of the People of the State of Illinois, and at the request of IEPA and IDNR – is a party to this Consent Decree.

F. The above-referenced Federal Trustees and State Trustees contend that they have claims for recovery of natural resource damages (including for recovery of natural resource damage assessment costs) against the Settling PRPs.

G. By entry into this Consent Decree, the Settling PRPs do not admit any liability to the United States or the State for damages for injury to, destruction of, or loss of natural resources, or for the costs of any natural resource damages assessments.

H. The Parties to this Consent Decree recognize, and the Court by entering this Consent Decree finds, that this Consent Decree: (i) has been negotiated by the Parties in good faith; (ii) will avoid prolonged and complicated litigation among the Parties; (iii) will expedite natural resource restoration actions to be performed by the Trustees; and (iv) is fair, reasonable, and in the public interest.

NOW, THEREFORE, it is hereby Ordered, Adjudged, and Decreed:

II. JURISDICTION

1. The Court has jurisdiction to approve this Consent Decree because Paragraph 110 of the RD/RA Consent Decree provided that the Court would retain jurisdiction over this matter. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345, and Sections 107 and 113(b) of CERCLA, 42 U.S.C. §§ 9607 and 9613(b). The Court also has personal jurisdiction over the Settling PRPs. Solely for the purposes of this Consent Decree and the underlying complaints, the Settling PRPs waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District. The Settling PRPs shall not challenge the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree applies to and is binding upon the United States and the State, and upon the Settling PRPs and their successors and assigns. Any change in ownership or corporate status of a Settling PRP including, but not limited to, any transfer of assets or real or

personal property, shall in no way alter such Settling PRP's responsibilities under this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply:

a. "CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9675.

b. "Commerce" means the United States Department of Commerce and any successor departments or agencies of the United States.

c. "Consent Decree" means this Consent Decree and all appendices attached hereto (listed in Section XIII (Appendices)). In the event of conflict between this Consent Decree and any appendix, this Consent Decree shall control.

d. "DARRF" means NOAA's Damage Assessment and Restoration Revolving Fund.

e. "Day" means a calendar day unless expressly stated to be a working day. "Working Day" shall mean a day other than a Saturday, Sunday, or State or Federal holiday. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or State or Federal holiday, the period shall run until the close of business of the next working day.

f. "DOI" means the United States Department of the Interior and any successor departments or agencies of the United States.

g. "Effective Date" means the effective date of this Consent Decree as provided by Section XIV of this Consent Decree (Effective Date and Retention of Jurisdiction).

h. "IDNR" means the Illinois Department of Natural Resources and any successor departments or agencies of the State of Illinois.

i. "IEPA" means the Illinois Environmental Protection Agency and any successor departments or agencies of the State of Illinois.

j. "Impacted Wetlands Area" means the wetland area at and near the Site where hazardous substances from the Site have come to be located, in the area outlined in red on the map attached hereto as Appendix B.

k. "Interest" means 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.

l. "Natural Resource" or "Natural Resources" means land, fish, wildlife, biota, air, water, ground water, drinking water supplies, and other such resources, belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States or the State.

m. "Natural Resource Damages" means any damages recoverable by the United States or the State on behalf of the public, for injury to, destruction of, loss of, loss of use of, or impairment of Natural Resources at the Site and in the Impacted Wetlands Area as a result of a release of hazardous substances at or from the Site, including, but not limited to: (i) the costs of assessing such injury, destruction, or loss or impairment arising from or relating to such a release; (ii) the costs of restoration, rehabilitation, or replacement of injured or lost natural resources or of acquisition of equivalent resources; (iii) the costs of planning such restoration activities; (iv) compensation for injury, destruction, loss, loss of use, or impairment of natural resources; and (v) each of the categories of recoverable damages described in 43 C.F.R. § 11.15.

n. "NRDAR Fund" means DOI's Natural Resource Damage Assessment and Restoration Fund.

o. "Paragraph" means a portion of this Consent Decree identified by an arabic numeral or an upper case letter.

p. "Parties" means the United States, the State, and the Settling PRPs.

q. "RD/RA Consent Decree" means the Partial Consent Decree Relating to Remedial Design/Remedial Action that the Court entered in this case on April 7, 1999.

r. "Section" means a portion of this Consent Decree identified by a roman numeral.

s. "Settling PRPs" means the following parties to this Consent Decree: Browning-Ferris Industries, LLC (as the successor in interest to Browning Ferris Industries, Inc.); BFI Waste Systems of North America, Inc. (as the successor in interest to Browning Ferris Industries of Illinois, Inc.); the City of Waukegan, Illinois; Abbott Laboratories; Waukegan Community School District No. 60; The Goodyear Tire & Rubber Company; and Invitrogen Corporation (as the successor in interest to The Dexter Corporation).

t. "Site" means the Yeoman Creek Landfill Superfund Site, encompassing approximately 60 acres, located between Sunset Avenue and Golf Road to the north, Glen Flora Avenue to the south, Lewis Avenue to the west, and Western Avenue to the east, in the City of Waukegan, Lake County, Illinois, and depicted generally on the map attached as Appendix A. The Site shall include the areas that have been referred to at various times as the Yeoman Creek Landfill(s), the Edwards Field Landfill, and the Arthur Rubloff Landfill. The Site shall encompass both the areal extent of contamination and all suitable areas in very close proximity to the contamination necessary for implementation of the response action.

u. "State" means the State of Illinois, including all of its departments, agencies, and instrumentalities.

v. "Subparagraph" means a portion of this Consent Decree identified by a lower case letter or an arabic numeral in parentheses.

w. "United States" means the United States of America, including all of its departments, agencies, and instrumentalities.

x. "Trustees" means Commerce, DOI, IEPA, and IDNR.

V. STATEMENT OF PURPOSE

4. The mutual objectives of the Parties in entering into this Consent Decree are: (i) to contribute to the restoration, replacement, or acquisition of the equivalent of the natural resources allegedly injured, destroyed, or lost as a result of hazardous substance releases at and

from the Site; (ii) to reimburse natural resource damage assessment costs incurred by DOI, Commerce, IEPA, and IDNR; (iii) to resolve the Settling PRPs' liability for Natural Resource Damages as provided herein; and (iv) to avoid potentially costly and time-consuming litigation.

VI. PAYMENTS BY THE SETTLING PRPS

5. Payments for Assessment Costs and for Trustee-Sponsored Natural Resource Restoration Projects.

a. Payments for Assessment Costs Incurred by the United States and for Trustee-Sponsored Natural Resource Restoration Projects.

(1) Within 30 days after the Effective Date, the Settling PRPs shall pay a total of $218,000 to the United States for assessment costs incurred by the United States and for Trustee-sponsored natural resource restoration projects. Payment shall be made by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice account in accordance with current EFT procedures, referencing DOJ Case Number 90-11-2-1315/3. Payment shall be made in accordance with instructions provided to the Settling PRPs by the Financial Litigation Unit of the United States Attorney's Office for the Northern District of Illinois following lodging of the Consent Decree. Any payments received by the Department of Justice after 4:00 p.m. (Eastern Time) will be credited on the next business day.

(2) Of the total amount to be paid by Settling PRPs pursuant to this Subparagraph 5.a:

(a) $200,000 shall be deposited in a segregated sub-account within the NRDAR Fund, to be managed by DOI for the joint benefit and use of the Trustees to pay for Trustee-sponsored natural resource restoration projects in accordance with Section VII.

(b) $14,000 shall be deposited in the DOI NRDAR Fund, to be applied toward natural resource damage assessment costs incurred by DOI.

(c) $4,000 shall be deposited in the NOAA DARRF, to be applied toward natural resource damage assessment costs incurred by Commerce.

b. Payment for Assessment Costs Incurred by the State.

(1) Within 30 days after the Effective Date, the Settling PRPs shall pay a total of $82,000 to the State, to be applied toward natural resource damage assessment costs incurred by IEPA and IDNR.

(2) Of the total amount to be paid by Settling PRPs pursuant to this Subparagraph 5.b:

(a) $64,000 shall be paid to IDNR, to be applied toward natural resource damage assessment costs incurred by IDNR. That payment to IDNR shall be made by certified check made payable to the "Natural Resource Restoration Trust Fund" and sent to:

Illinois Department of Natural Resources
Office of Fiscal Management,
One Natural Resource Way,
Springfield, IL 62702-1271

(b) $18,000 shall be paid to IEPA, to be applied toward natural resource damage assessment costs incurred by IEPA. That payment to IEPA shall be made by certified check made payable to "Hazardous Waste Fund" and sent to:

Illinois Environmental Protection Agency
Fiscal Services,
1021 North Grand Avenue East
P.O. Box 19276,
Springfield, IL 62794-9276

6. Payment Obligations. The obligations of Settling PRPs to pay amounts owed under this Consent Decree are several. The individual amounts that each Settling PRP shall owe under Paragraph 5 are shown on Appendix C hereto.

7. Notice of Payment. Upon making any payment under Paragraph 5, Settling PRPs shall send written notice that payment has been made to:

For the United States:

Chief, Environmental Enforcement Section
U.S. Department of Justice
DJ #90-11-2-1315/3
P.O. Box 7611
Washington, DC 20044-7611

Department of Interior
Natural Resource Damage Assessment and Restoration Program
Attn: Restoration Fund Manager
1849 C Street, NW
Mailstop 4449
Washington, DC 20240

NOAA/U.S. Department of Commerce
Attn: Kathy Salter
Damage Assessment and Restoration Revolving Fund (DARRF) Manager
1305 East-West Highway
SSMC4, Room 10139
Silver Spring, MD 20910-3281

For the State:

Gerald T. Karr
Senior Assistant Attorney General
Environmental Bureau North
188 West Randolph Street, Suite 2001
Chicago, IL 60601

Stanley Yonkauski
Legal Counsel
Illinois Department of Natural Resources
One Natural Resource Way
Springfield, IL 62702-1271

Michelle Ryan
Division of Legal Counsel
Illinois Environmental Protection Agency
1021 N. Grand Avenue East
P.O. Box 19276
Springfield, IL 62794-9276

8. Non-Compliance with Payment Obligations.

a. Interest. In the event any payment required by Paragraph 5 is not made when due, the Settling PRPs in default shall pay Interest on the unpaid balance commencing on the payment due date and accruing through the date of full payment.

b. Stipulated Damages. In addition to the Interest required to be paid under the preceding Subparagraph, if any payment required by Paragraph 5 is not made when due, the Settling PRPs in default shall also pay stipulated damages of $250 per day through the date of full payment.

c. Payment of Interest and Stipulated Damages. Any Interest payments under Subparagraph 8.a shall be paid in the same manner as the overdue principal amount, and shall be directed to the same fund or account as the overdue principal amount. Any stipulated damages payments under Subparagraph 8.b shall be paid to the United States in accordance with payment instructions provided by the Financial Litigation Unit of the United States Attorney's Office for the Northern District of Illinois, and shall be deposited in the United States Treasury.

VII. TRUSTEE-SPONSORED NATURAL RESOURCE RESTORATION PROJECTS

9. Management and Application of Funds. All funds deposited in a segregated sub-account within the NRDAR Fund under Subparagraph 5.a.(2) shall be managed by DOI for the joint benefit and use of the Trustees to pay for Trustee-sponsored natural resource restoration efforts in accordance with this Consent Decree. All such funds shall be applied toward the costs of restoration, rehabilitation, or replacement of injured natural resources, and/or acquisition of equivalent resources, including but not limited to any administrative costs and expenses necessary for, and incidental to, restoration, rehabilitation, replacement, and/or acquisition of equivalent resources planning, and any restoration, rehabilitation, replacement, and/or acquisition of equivalent resources undertaken.

10. Restoration Planning. The Trustees intend to prepare a separate Restoration Plan describing how the funds dedicated for Trustee-sponsored natural resource restoration efforts under this Section will be used. As provided by 43 C.F.R. § 11.93, the Plan will identify how funds will be used for restoration, rehabilitation, replacement, or acquisition of equivalent resources. The Plan may also identify how funds will be used to address services lost to the

public until restoration, rehabilitation, replacement, and/or acquisition of equivalent resources is completed.

11. Use and Expenditure of Funds. Decisions regarding any use or expenditure of funds under this Section shall be made by the Trustees, acting through a Trustee Council. Settling PRPs shall not be entitled to dispute, in any other forum or proceeding, any decision relating to use of funds or restoration efforts under this Section.

VIII. COVENANTS NOT TO SUE BY THE UNITED STATES AND THE STATE

12. Covenant by the United States. Except as specifically provided by Paragraph 14 (General Reservations) and Paragraph 15 (Special Reservations Regarding Natural Resource Damages), the United States covenants not to sue the Settling PRPs for Natural Resource Damages pursuant to CERCLA Section 107, 42 U.S.C. § 9607. This covenant not to sue shall take effect upon receipt of the Settling PRPs' payments pursuant to Section VI of this Consent Decree. After receipt of the Settling PRPs' payments pursuant to Section VI, this covenant not to sue shall remain conditioned upon the performance by the Settling PRPs of their agreements under Section X of this Consent Decree.

13. Covenant by the State. Except as specifically provided by Paragraph 14 (General Reservations) and Paragraph 15 (Special Reservations Regarding Natural Resource Damages), the State covenants not to sue the Settling PRPs for Natural Resource Damages pursuant to CERCLA Section 107, 42 U.S.C. § 9607, and the Illinois Environmental Protection Act. This covenant not to sue shall take effect upon receipt of the Settling PRPs' payments pursuant to Section VI of this Consent Decree. After receipt of the Settling PRPs' payments pursuant to Section VI, this covenant not to sue shall remain conditioned upon the performance by the Settling PRPs of their agreements under Section X of this Consent Decree.

IX. RESERVATION OF RIGHTS BY THE UNITED STATES AND THE STATE

14. General Reservations.

a. The United States and the State reserve, and this Consent Decree is without prejudice to, all rights against the Settling PRPs and with respect to all matters not expressly included within Paragraph 12 (Covenants by the United States) and Paragraph 13

(Covenants by the State). Notwithstanding any other provisions of this Consent Decree, the United States and the State reserve all rights against the Settling PRPs with respect to:

(1) claims based on a failure by the Settling PRPs to meet a requirement of this Consent Decree;

(2) liability for any other damages or any other costs incurred or to be incurred by the United States or by the State that are not within the definition of Natural Resource Damages;

(3) liability arising from damage to Natural Resources by any disposal of hazardous substances at the Site after the lodging of this Consent Decree by the Settling PRPs, aside from any action constituting Work under the RD/RA Consent Decree; and

(4) criminal liability.

b. Nothing in this Paragraph 14 shall be construed as limiting the United States' Covenant Not to Sue the Settling PRPs as set forth in Paragraph 85 of the RD/RA Consent Decree.

15. Special Reservations Regarding Natural Resource Damages. Notwithstanding any other provision of this Consent Decree, the United States and the State reserve the right to institute proceedings against the Settling PRPs in this action or in a new action seeking recovery of Natural Resource Damages, including costs of damages assessment, based on: (i) conditions with respect to the Site or the Impacted Wetlands Area, unknown to the Trustees as of the date of lodging of this Consent Decree, that result in releases of hazardous substances that contribute to injury to, destruction of, or loss of Natural Resources ("Unknown Conditions"); or (ii) information received by the Trustees after the date of lodging of this Consent Decree which indicates that the releases of hazardous substances at the Site or in the Impacted Wetlands Area have resulted in injury to, destruction of, or loss of Natural Resources of a type or future persistence that was unknown to the Trustees as of the date of lodging of this Consent Decree ("New Information"). The following shall not be considered Unknown Conditions or New Information for the purpose of this Paragraph: (i) an increase solely in the United States' or the State's assessment of the magnitude of a known injury to, destruction of, or loss of Natural

Resources at the Site or in the Impacted Wetlands Area; or (ii) injury to, destruction of, or loss of Natural Resources at the Site or in the Impacted Wetlands Area arising from the re-exposure, re-suspension, or migration of hazardous substances known to be present at the Site or in the Impacted Wetlands Area. For the purpose of this Paragraph, the information and conditions known to the United States and the State shall include any information or conditions listed or identified in records relating to Natural Resource Damages that were in the possession or under the control of DOI, Commerce, IDNR, or IEPA as of the date of lodging this Consent Decree.

X. COVENANTS BY THE SETTLING PRPS

16. Covenants by the Settling PRPs. The Settling PRPs covenant not to sue and agree not to assert any claims or causes of action against the United States and the State, or their contractors or employees, with respect to Natural Resource Damages, the payments made under Section VI, or this Consent Decree, including but not limited to:

i. any direct or indirect claim for reimbursement of any payment for Natural Resource Damages from the 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; and

ii. any claim against the United States or the State pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Natural Resource Damages.

Except as provided in Paragraph 18 (Waiver of Certain Claims Against Other Persons) and Paragraph 22 (Waiver of Claim-Splitting Defenses), these covenants not to sue shall not apply in the event that the United States or the State brings a cause of action pursuant to the reservations set forth in Subparagraphs 14.a.(2)-(3) or Paragraph 15, but only to the extent that the Settling PRP's claims arise from the same action, costs, or damages that the United States or the State is seeking pursuant to the applicable reservation.

17. Nothing in this Consent Decree 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).

18. Waiver of Certain Claims Against Other Persons. The Settling PRPs agree not to assert any claims and to waive all claims or causes of action that they may have against all other

persons for all matters relating to Natural Resource Damages, including for contribution; provided, however, that the Settling PRPs reserve the right to assert and pursue all claims, causes of action, and defenses relating to Natural Resource Damages against any person in the event such person first asserts, and for so long as such person pursues, any claim or cause of action against the Settling PRP relating to Natural Resource Damages. Nothing in this Paragraph shall operate to waive or release any claim or action by a Settling PRP under any contract of insurance.

XI. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

19. Except as provided in Paragraph 18 (Waiver of Certain Claims Against Other Persons), nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Except as provided in Paragraph 18 (Waiver of Certain Claims Against Other Persons), each of the Parties expressly reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site or the Impacted Wetlands Area against any person not a Party hereto.

20. The Parties agree, and by entering this Consent Decree this Court finds, that the Settling PRPs are entitled, as of the Effective Date of this Consent Decree, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), for "matters addressed" in this Consent Decree. The "matters addressed" in this Consent Decree are Natural Resource Damages.

21. The Settling PRPs also agree that, with respect to any suit or claim for contribution brought against a Settling PRP for matters related to this Consent Decree, the Settling PRP will notify the persons identified in Section XII (Notices and Submissions) in writing within 10 days of service of the complaint or claim upon it. In addition, the Settling PRP shall notify the persons identified in Section XII (Notices and Submissions) 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 Consent Decree.

22. Waiver of Claim-Splitting Defenses. In any subsequent administrative or judicial proceeding initiated by the United States or the State for injunctive relief, recovery of response

costs or Natural Resource Damages, or other relief relating to the Site or the Impacted Wetlands Area, the Settling PRPs 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 by the United States or the State 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 Covenants Not To Sue by the United States and the State set forth in Section VIII.

XII. NOTICES

23. Whenever, under the terms of this Consent Decree, 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 the Consent Decree with respect to the United States and the State, and the Settling PRP, respectively.

As to the United States:

As to the Department of Justice:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice (DJ # 90-11-2-1315/3)

P.O. Box 7611
Washington, D.C. 20044-7611

601 D Street, N.W. – ENRD Mailroom, Room 2121
Washington, DC 20004

As to DOI:

Steven C. Barcley
Office of the Solicitor
S. Department of the Interior
Three Parkway Center - Room 385
Pittsburgh, PA 15220

As to NOAA:

Marguerite Matera
Staff Attorney, GCNR
National Oceanic and Atmospheric Administration
One Blackburn Drive, Suite 205
Gloucester, MA 01930

Todd Goeks
Coastal Resource Coordinator, Region 5
National Oceanic and Atmospheric Administration
U.S. Department of Commerce
SR-6J
77 West Jackson Blvd.
Chicago, IL 60604

As to the State:

Gerald T. Karr
Senior Assistant Attorney General
Environmental Bureau North
188 West Randolph Street, Suite 2001
Chicago, IL 60601

Stanley Yonkauski
Legal Counsel
Illinois Department of Natural Resources
One Natural Resource Way
Springfield, IL 62702-1271

Michelle Ryan
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Illinois Environmental Protection Agency
1021 N. Grand Avenue East
P.O. Box 19276
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As to the Settling PRPs:

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Chicago, IL 60601-1081
Counsel for Waukegan Community School District No. 60

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250 Monroe Avenue NW
Grand Rapids, MI 49501-0306
Counsel for The Goodyear Tire & Rubber Company

Jerome I. Maynard
Dykema Gossett PLLC
10 South Wacker Drive, Suite 2300
Chicago, IL 60606
Counsel for Invitrogen Corporation

XIII. APPENDICES

24. The following appendices are attached to and incorporated into this Consent Decree:

"Appendix A" is a map of the Site.
"Appendix B" is a map showing the Impacted Wetlands Area.
"Appendix C" is a table showing the amounts payable by each Settling PRP.

XIV. EFFECTIVE DATE AND RETENTION OF JURISDICTION

25. This Consent Decree shall take effect upon entry by the Court.

26. The Court shall retain jurisdiction to modify and enforce the terms and conditions of this Consent Decree and to resolve disputes arising hereunder as may be necessary or appropriate for the construction or execution of this Consent Decree.

XV. CONSENT DECREE MODIFICATIONS

27. Any material modification of this Consent Decree shall be made by agreement of the Parties to this Consent Decree and in writing, and shall not take effect unless approved by the Court. Any non-material modification of this Consent Decree shall be made by agreement of the Parties to this Consent Decree and in writing, and shall not take effect until filed with the Court. Nothing in this Consent Decree shall be deemed to alter the Court's power to enforce, supervise, or approve modifications to this Consent Decree.

The provisions of this Consent Decree are not severable. The Parties' consent hereto is conditioned upon the entry of the Consent Decree in its entirety without modification, addition, or deletion except as agreed to by the Parties.

Economic hardship or changed financial circumstances of a Settling PRP shall not serve as a basis for modifications of this Consent Decree.

XVI. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

28. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. The Settling PRPs consent to the entry of this Consent Decree without further notice. If for any reason the Court should decline to approve this Consent Decree in the form presented, or if approval and entry is subsequently vacated on appeal of such approval and entry, this agreement is voidable at the sole discretion of any party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XVII. SIGNATORIES/SERVICE

29. The undersigned representatives of the Settling PRPs, the United States, and the State each certify that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind such Party to this document. This Consent

Decree may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

The Settling PRPs hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree unless the United States has notified the Settling PRPs in writing that it no longer support entry of the Consent Decree.

Each Settling PRP shall identify, on the attached signature pages, the name, address and telephone number of an agent who is authorized to accept service of process by mail on behalf of the Settling PRP with respect to all matters arising under or relating to this Consent Decree. Each Settling PRP hereby agrees to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to service of a summons.

XVIII. FINAL JUDGMENT

30. This Consent Decree and its appendices constitute the final, complete, and exclusive understanding among the Parties with respect to the settlement embodied in the Consent Decree. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Consent Decree.

31. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment between and among the United States, the State, and the Settling PRPs. The Court finds that there is no reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS 10th DAY OF April, 2007.

United States District Judge

THE UNDERSIGNED PARTY enters into this Consent Decree Regarding Natural Resource Damages in United States vs. USX Corp., et al.:

FOR THE UNITED STATES OF AMERICA

MATTHEW J. McKEOWN
Acting Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice

Date: 1/19/07

W. BENJAMIN FISHEROW, Deputy Chief
Environmental Enforcement Section

Date: 1/19/2007

RANDALL M. STONE, Senior Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044-7611

PATRICK J. FITZGERALD
United States Attorney

LINDA WAWZENSKI
Assistant United States Attorney
Northern District of Illinois
219 S. Dearborn Street – 5th Floor
Chicago, IL 60604

THE UNDERSIGNED PARTY enters into this Consent Decree Regarding Natural Resource Damages in United States vs. USX Corp., et al.:

FOR THE PEOPLE OF
THE STATE OF ILLINOIS
ex rel. LISA MADIGAN, Attorney General of the State of Illinois

MATTHEW J. DUNN, Chief
Environmental Enforcement/Asbestos Litigation Division

Date: 11/21/06

ROSEMARIE CAZEAU, Chief
Environmental Bureau
Assistant Attorney General
188 West Randolph St. – 20th Floor
Chicago, IL 60601

FOR THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

Date: 11/14/06

ROBERT A. MESSINA
Chief Legal Counsel

FOR THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES

Date: _____

WILLIAM K. RICHARDSON
Chief General Counsel

THE UNDERSIGNED PARTY enters into this Consent Decree Regarding Natural Resource Damages in United States vs. USX Corp., et al.:

FOR THE PEOPLE OF
THE STATE OF ILLINOIS
ex rel. LISA MADIGAN, Attorney General of the State of Illinois

MATTHEW J. DUNN, Chief
Environmental Enforcement/Asbestos Litigation Division

Date:_____

_____
ROSEMARIE CAZEAU, Chief
Environmental Bureau
Assistant Attorney General
188 West Randolph St. – 20th Floor
Chicago, IL 60601

FOR THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

Date:_____

_____
ROBERT A. MESSINA
Chief Legal Counsel

FOR THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES

Date: November 21, 2006

_____
WILLIAM K. RICHARDSON
Chief General Counsel

THE UNDERSIGNED PARTY enters into this Consent Decree Regarding Natural Resource Damages in United States vs. USX Corp., et al.:

FOR BROWNING-FERRIS INDUSTRIES, LLC and BFI WASTE SYSTEMS NORTH AMERICA, INC.

Date: 4 OCTOBER 2006

Signature

Typed Name: VICTORIA WARREN

Title: MANAGER, SUPERFUND

Address: 6711 W 1000 N
McCORDSVILLE IN
46055

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Typed Name: BILL BECK

Title: ATTORNEY

Address: LATHROP & GAGE
2345 GRAND BOULEVARD
KANSAS CITY MO 64108

THE UNDERSIGNED PARTY enters into this Consent Decree Regarding Natural Resource Damages in United States vs. USX Corp., et al.:

FOR THE CITY OF WAUKEGAN, ILLINOIS

Date: 11-20-06

Signature

Typed Name: Richard H. Hyde

Title: Mayor

Address: City of Waukegan

100 N. Martin Luther King, Jr. Ave.

Waukegan, IL 60085

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Typed Name: City Clerk

Title: Attention: Corporation Counsel

Address: City of Waukegan

100 N. Martin Luther King, Jr. Avenue

Waukegan, IL 60085

THE UNDERSIGNED PARTY enters into this Consent Decree Regarding Natural Resource Damages in United States vs. USX Corp., et al.:

FOR ABBOTT LABORATORIES

Date: 9/21/06

Signature

Typed Name: Robert D. Morrison

Title: Divisional Vice President

Address: Abbott Laboratories
200 Abbott Park Road,
Abbott Park, IL 60064-6212

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Typed Name:

Title:

Address:

THE UNDERSIGNED PARTY enters into this Consent Decree Regarding Natural Resource Damages in United States vs. USX Corp., et al.:

FOR WAUKEGAN COMMUNITY SCHOOL DISTRICT NO. 60

Date: September 26, 2006

Signature

Typed Name: Donaldo R. Batiste, Ph.D.

Title: Superintendent of Schools

Address: Waukegan Public Schools
1201 N. Sheridan Rd.
Waukegan, IL 60085

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Typed Name: _____

Title: _____

Address: _____

_____

_____

THE UNDERSIGNED PARTY enters into this Consent Decree Regarding Natural Resource Damages in United States vs. USX Corp., et al.:

FOR THE GOODYEAR TIRE & RUBBER COMPANY

Date: 9/25/06

Signature

ATTEST:

Bertram Bell
Assistant Secretary

Typed Name: Donald E Stanley

Title: Vice President

Address: 1144 East Market Street

Akron, OH 44316-0001

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Typed Name: Steven C Bordenkircher

Title: Attorney for The Goodyear Tire & Rubber Company

Address: 1144 East Market Street

Akron, OH 44316-0001

THE UNDERSIGNED PARTY enters into this Consent Decree Regarding Natural Resource Damages in United States vs. USX Corp., et al.:

FOR INVITROGEN CORPORATION

Date: 21 Sept 2006

Signature

Typed Name: John A. Cottingham

Title: Sr. V.P., General Counsel + Secretary

Address: 1620 Faraday Ave

Carlsbad CA 92008

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Typed Name: Jerome I. Maynard
Dykema Gossett PLLC

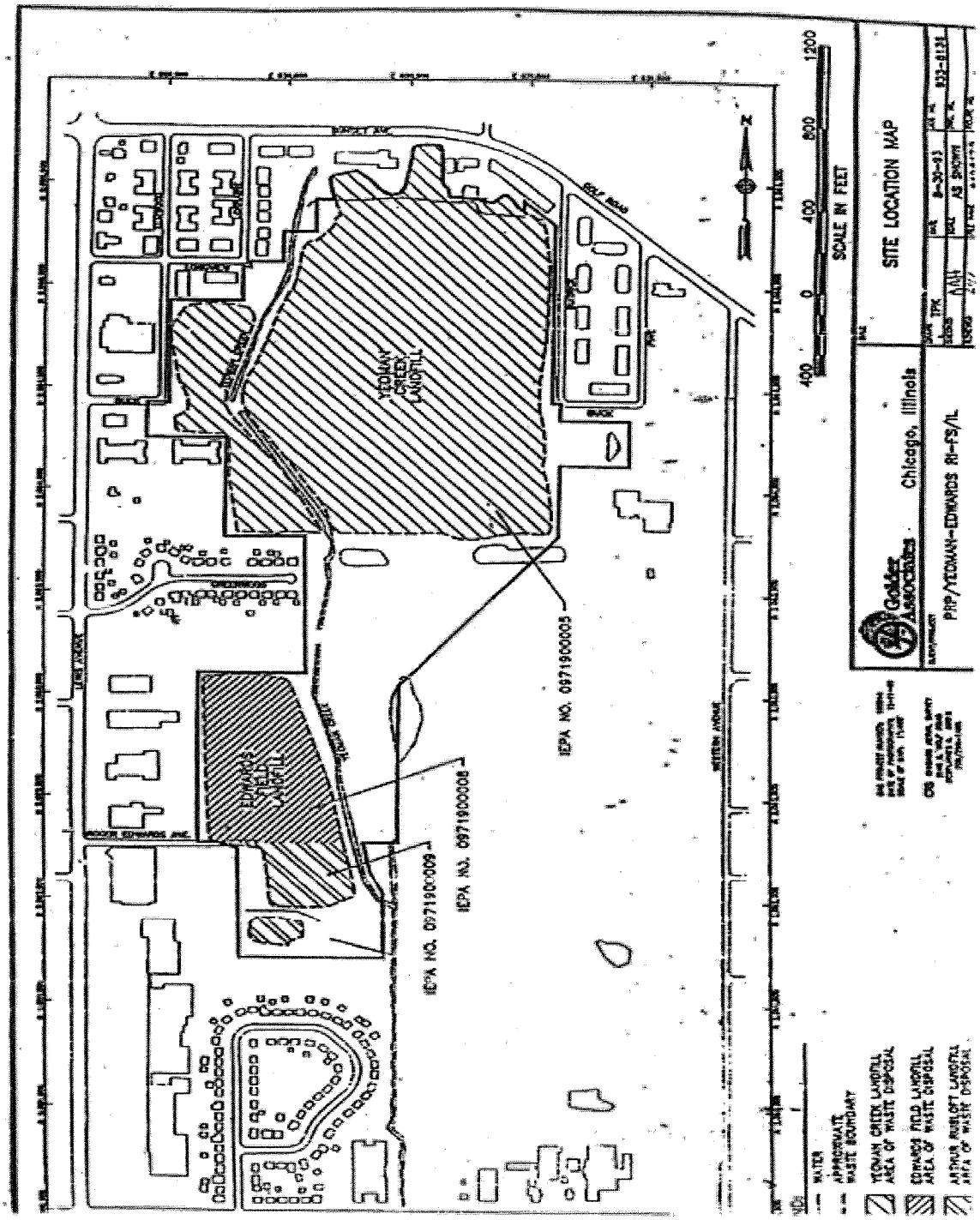
Title: Attorney for Invitrogen

Address: 10 South Wacker Drive, Suite 2300

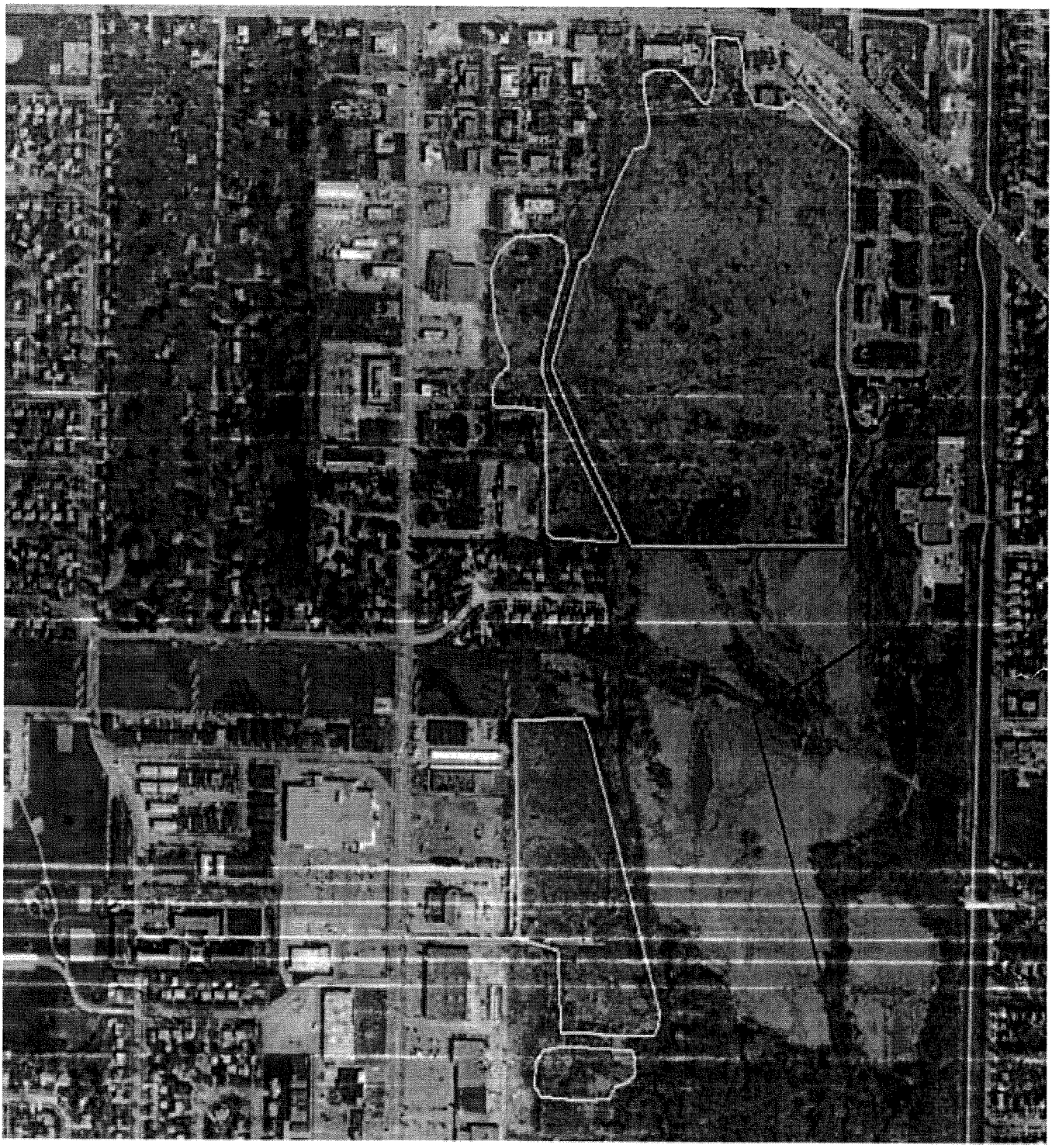
Chicago, IL 60606

(312) 627-2185

APPENDIX A: MAP OF THE SITE



APPENDIX B: MAP SHOWING THE IMPACTED WETLANDS AREA



Note: The Impacted Wetlands Area is outlined in red.

APPENDIX C: INDIVIDUAL AMOUNTS PAYABLE BY SETTLING PRPS

Browning-Ferris Industries, LLC and
BFI Waste Systems of North America, Inc. (collectively)

Amount Payable to the United States under Subparagraph 5.a	$88,174.46
Amount Payable to IDNR under Subparagraph 5.b.(2)(a)	$25,886.08
Amount Payable to IEPA under Subparagraph 5.b.(2)(b)	$7,280.46

City of Waukegan, Illinois

Amount Payable to the United States under Subparagraph 5.a	$66,888.94
Amount Payable to IDNR under Subparagraph 5.b.(2)(a)	$19,637.12
Amount Payable to IEPA under Subparagraph 5.b.(2)(b)	$5,522.94

Abbott Laboratories

Amount Payable to the United States under Subparagraph 5.a	$21,283.34
Amount Payable to IDNR under Subparagraph 5.b.(2)(a)	$6,248.32
Amount Payable to IEPA under Subparagraph 5.b.(2)(b)	$1,757.34

Waukegan Community School District No. 60

Amount Payable to the United States under Subparagraph 5.a	$20,369.92
Amount Payable to IDNR under Subparagraph 5.b.(2)(a)	$5,980.16
Amount Payable to IEPA under Subparagraph 5.b.(2)(b)	$1,681.92

Goodyear Tire & Rubber Company

Amount Payable to the United States under Subparagraph 5.a	$13,681.68
Amount Payable to IDNR under Subparagraph 5.b.(2)(a)	$4,016.64
Amount Payable to IEPA under Subparagraph 5.b.(2)(b)	$1,129.68

Invitrogen Corporation

Amount Payable to the United States under Subparagraph 5.a	$7,601.66
Amount Payable to IDNR under Subparagraph 5.b.(2)(a)	$2,231.68
Amount Payable to IEPA under Subparagraph 5.b.(2)(b)	$627.66