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CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF OHIO
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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	CIVIL ACTION NO.
v.	)	5:97 CV00894
	)	JUDGE DOWD
CHRYSLER CORPORATION,	)	
FORD MOTOR COMPANY,	)	
KEWANEE INDUSTRIES, INC.,	)	
CHEVRON U.S.A. INC.,	)	
MINNESOTA MINING AND	)	
MANUFACTURING COMPANY,	)	
WASTE MANAGEMENT OF OHIO, INC.,	)	
AND THE FEDERAL METAL COMPANY,	)	
	)	
Defendants.	)	
	)	

PARTIAL CONSENT DECREE

(DaimlerChrysler Corporation, Waste Management of Ohio, Inc., Chevron U.S.A. Inc., Kewanee Industries, Inc., and The Federal Metal Company)

TABLE OF CONTENTS

I. BACKGROUND 1

II. JURISDICTION 3

III. PARTIES BOUND 3

IV. DEFINITIONS 4

V. REIMBURSEMENT OF RESPONSE COSTS AND NATURAL RESOURCE DAMAGES 6

VI. FAILURE TO MAKE TIMELY PAYMENTS 9

VII. COVENANTS NOT TO SUE BY PLAINTIFF 10

VIII. COVENANTS BY SETTLING DEFENDANTS 13

IX. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION 17

X. CERTIFICATION OF COMPLETION 18

XI. RETENTION OF RECORDS 19

XII. NOTICES AND SUBMISSIONS 20

XIII. EFFECTIVE DATE 22

XIV. RETENTION OF JURISDICTION 22

XV. APPENDICES 22

XVI. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT 22

XVII. SIGNATORIES/SERVICE 23

XVIII. FINAL JUDGMENT 23

I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Secretary of the United States Department of the Interior ("DOI"), filed a complaint in this matter on April 11, 1997, pursuant to Sections 107 and 113(f) of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §§ 9607, 9613(f). The United States filed a First Amended Complaint in this matter on November 30, 1999. The United States filed a Second Amended Complaint simultaneously with lodging this decree.

B. The United States in its Second Amended Complaint seeks, *inter alia,* reimbursement of costs incurred and to be incurred by the United States for response actions at the Krejci Dump Site (the "Site") in the Cuyahoga Valley National Park, in Summit County, Ohio, together with accrued interest.

C. The release or threatened release of hazardous substances at or from the Site has caused the United States to incur Response Costs, and further costs will be incurred. The United States has conducted a multi-phase removal at the Site, including conducting a Site Inspection and Preliminary Assessment of the Site; sampling drums and soils; identifying contaminants; segregating and staging the hazardous materials; dewatering and treating contaminants from an on-site lagoon; sampling and testing bulk waste piles and soil gas; removing contaminated bulk pile wastes and drummed wastes; characterizing, separating and removing unconsolidated wastes; and conducting a Remedial Investigation and Feasibility Study ("RI/FS") for the Site.

D. DOI completed a Remedial Investigation ("RI") Report on June 30, 2000, and is currently conducting a Feasibility Study ("FS") with respect to a final remedial action to be implemented at the Site.

E. The remedial action to be implemented at the Site will be documented in a final Record of Decision ("ROD").

F. In accordance with Section 122(j)(1) of CERCLA, 42 U.S.C. § 9622(j)(1), DOI notified the Federal natural resource trustee in August, 2000 of negotiations with potentially responsible parties regarding the release of hazardous substances that may have resulted in injury to the natural resources under Federal trusteeship and encouraged the trustee to participate in the negotiation of this Consent Decree.

G. On or after May 7, 1998, defendant Chrysler Corporation was renamed DaimlerChrysler Corporation.

H. The defendants that have entered into this Partial Consent Decree ("Settling Defendants") do not admit any liability to the Plaintiff arising out of the transactions or occurrences alleged in the complaint.

I. The purpose of this Consent Decree is to provide for Settling Defendants' payment of their equitable share of the cost of the remedial action and the United States' other Response Costs, and for damages for injury to, destruction of, or loss of Natural Resources at the Site under the trusteeship of DOI.

J. The Federal Metal Company ("Federal") has provided the United States with information concerning its ability to pay for Response Costs and for recovery of damages, including costs of damage assessment, recoverable under Section 107 of CERCLA for injury to, destruction of, or loss of Natural Resources under the trusteeship of DOI, at the Site. The United States has reviewed such information and has determined that the payment(s) to be made by Federal under this Consent Decree represent an appropriate settlement toward all of

the costs incurred or to be incurred by any person, entity, governmental unit, or party in responding to the release and threatened release of hazardous substances at the Site, and for recovery of the above-described damages, taking into consideration the present financial condition of Federal as documented by Federal, and the ability of Federal to finance such a contribution.

K. The Parties recognize, and the Court by entering this Partial Consent Decree finds, that this Partial Consent Decree has been negotiated by the Parties in good faith and implementation of this Partial Consent Decree will expedite the cleanup of the Site and will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

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

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 9607 and 9613(b). This Court also has personal jurisdiction over the Settling Defendants. Solely for the purposes of this Decree and the underlying Complaint(s), Settling Defendants waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District. Settling Defendants shall not challenge the terms of this Decree or this Court's jurisdiction to enter and enforce this Decree.

III. PARTIES BOUND

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

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

IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree which 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:

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

"Chevron" shall mean defendant Chevron U.S.A. Inc.

"DaimlerChrysler" shall mean DaimlerChrysler Corporation, formerly known as Chrysler Corporation.

"Day" shall mean a calendar day. In computing any period of time under this Consent Decree, 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.

"Decree" shall mean this Partial Consent Decree and all appendices attached hereto (listed in Section XV). In the event of conflict between this Decree and any appendix, this Decree shall control.

"DOI" shall mean the United States Department of the Interior and any successor departments or agencies of the United States.

"Federal" shall mean The Federal Metal Company.

"Interest" shall mean interest at the rate specified for interest on investments of the Hazardous Substance Superfund established under Subchapter A of Chapter 98 of Title 26 of the U.S. Code, compounded on October 1 of each year, in accordance with 42 U.S.C. § 9607(a).

"Kewanee" shall mean defendant Kewanee Industries, Inc.

"Natural Resources" shall have the meaning provided in Section 101(16) of CERCLA, 42 U.S.C. § 9601(16).

"NPS" shall mean the United States National Park Service and any successor departments or agencies of the United States.

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

"Parties" shall mean the United States and the Settling Defendants.

"Plaintiff" shall mean the United States of America.

"Record of Decision" or "ROD" shall mean the Record of Decision selecting a remedial action relating to the Site to be signed by the Secretary of the Interior or his/her delegate, and all attachments, modifications, or amendments thereto.

"Remedial Action" shall mean those activities, except for operation and maintenance, to be undertaken to implement the ROD.

"Response Costs" shall mean the costs of any response action incurred or to be incurred with respect to the Site, including but not limited to the costs of removal, Remedial Action, and operation and maintenance.

"Section" shall mean a portion of this Consent Decree identified by a Roman numeral.

"Settling Defendants" shall mean Chevron, Kewanee, Daimler Chrysler, WMO, and Federal.

"Site" shall mean the Krejci Dump Site, encompassing approximately 47 acres, located on Hines Hill Road in Summit County, Ohio, and the areal extent of contamination released from the Krejci Dump Site. The Site is depicted generally on the map attached as Appendix A.

"State" shall mean the State of Ohio.

"United States" shall mean the United States of America.

"WMO" shall mean defendant Waste Management of Ohio, Inc.

"Waste Material" shall mean (1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (2) any pollutant or contaminant under Section 101(33), 42 U.S.C. § 9601(33); and (3) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27).

V. REIMBURSEMENT OF RESPONSE COSTS AND NATURAL RESOURCE DAMAGES

4. DaimlerChrysler. Within 30 days of the effective date of this Consent Decree, DaimlerChrysler shall pay to the United States a total of $250,000.00, including $225,000.00 in reimbursement of Response Costs incurred and to be incurred by DOI with respect to the Site

and $25,000 for damages, including costs of damage assessment, for injury to, destruction of, or loss of Natural Resources at the Site under the trusteeship of DOI. Payment shall be made in accordance with the procedures set forth in Paragraph 8.

5. WMO. Within 30 days of the effective date of this Consent Decree, WMO shall pay to the United States a total of $875,000.00, including $787,500.00 in reimbursement of Response Costs incurred and to be incurred by DOI with respect to the Site and $87,500.00 for damages, including costs of damage assessment, for injury to, destruction of, or loss of Natural Resources at the Site under the trusteeship of DOI. Payment shall be made in accordance with the procedures set forth in Paragraph 8.

6. Chevron and Kewanee. Within thirty (30) days of the effective date of this Consent Decree, Chevron and Kewanee shall pay the United States $3,500,000.00, plus Interest accruing from the date 10 days after execution of this Consent Decree on behalf of Chevron and Kewanee, including $3,150,000.00, plus Interest, in reimbursement of Response Costs incurred and to be incurred by DOI with respect to the Site and $350,000.00, plus Interest, for damages, including costs of damage assessment, for injury to, destruction of, or loss of Natural Resources at the Site under the trusteeship of DOI. Payment shall be made in accordance with the procedures set forth in Paragraph 8. The obligations of Chevron and Kewanee to pay the amounts owed to the United States under this Consent Decree are joint and several. In the event of insolvency or other failure of either of Chevron or Kewanee to make the payments required by this Consent Decree, the other of either Chevron or Kewanee shall make those payments.

7. Federal.

a. Within 30 days of the effective date of this Consent Decree, Federal shall pay to the United States a total of $150,000.00, including $135,000.00 in reimbursement of Response Costs incurred and to be incurred by DOI with respect to the Site and $15,000.00 for damages, including costs of damage assessment, for injury to, destruction of, or loss of Natural Resources at the Site under the trusteeship of DOI. Payment shall be made in accordance with the procedures set forth in Paragraph 8.

b. Federal agrees to share the proceeds of any recovery by Federal, by settlement or judgment, with respect to any claim under any agreement of insurance or indemnity, with respect to any liability of Federal with respect to the Site, under the following formula: the first $20,000 recovered by Federal under such agreement(s) may be retained by Federal. Fifty percent of any recoveries by Federal beyond this initial $20,000 will be paid to the United States. Payment shall be made within 30 days of Federal's receipt of such recovery, in accordance with the procedures set forth in Paragraph 8.

8. Payment Procedures Payments of amounts owed to the United States under this Consent Decree shall be made in accordance with instructions that the United States Attorney's Office for the Northern District of Ohio will provide to the Settling Defendants in accordance with Paragraph 33 within 10 days of the entry of this Consent Decree by the Court. Such instructions will specify the form of payments (wire transfer or certified or bank check), identity of payees, manner of delivery, and addresses. Any payments received by the United States after 4:00 P.M. (Eastern Time) will be credited on the next business day. Copies of the checks and transmittal letters shall be provided to the United States as specified in Section XII (Notices and Submissions).

VI. FAILURE TO MAKE TIMELY PAYMENTS

9. Interest on Late Payments In the event that any payment required by Paragraphs 4, 5, 6 or 7 are not made within 30 days of the effective date of this Consent Decree, the defaulting Settling Defendant(s) shall pay Interest on the unpaid balance, accruing from the date payment was due under this Consent Decree through the date of the relevant Settling Defendant's payment. Settling Defendants shall make all payments required by this Paragraph in the manner described in Paragraph 8.

10. Stipulated Penalty If any amount due to the United States under this Consent Decree is not paid by the required date, the relevant Settling Defendant(s) shall pay as a stipulated penalty, in addition to the interest required by Paragraph 9, $500.00 per day that such payment is late. Stipulated penalties are due and payable within 30 days of the relevant Settling Defendant's receipt from DOI of a demand for payment of the penalties. All payments to the United States under this Paragraph shall be paid in accordance with the procedures set forth in Paragraph 8.

11. If the United States brings an action to collect any payment required by this Consent Decree, the relevant Settling Defendant shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

12. Payments made under Paragraphs 9-11 shall be in addition to any other remedies or sanctions available to Plaintiff against the Settling Defendant by virtue of the Settling Defendant's failure to make timely payments required by this Consent Decree.

VII. COVENANTS NOT TO SUE BY PLAINTIFF

13. In consideration of the payments that will be made by the Settling Defendants under the terms of the Consent Decree, and except as specifically provided in Paragraphs 14, 15 and 17 of this Section, the United States covenants not to sue or to take administrative action against Settling Defendants pursuant to Sections 106 and 107(a) of CERCLA relating to the Site. Except as specifically provided in Paragraph 18, the United States further covenants not to sue Settling Defendants for recovery of damages, including costs of damage assessment, recoverable under Section 107 of CERCLA for injury to, destruction of, or loss of Natural Resources at the Site under the trusteeship of DOI. Except with respect to future liability, these covenants not to sue shall take effect with respect to each Settling Defendant upon the receipt by the United States of the payments required of such Settling Defendant under Section V (Reimbursement of Response Costs and Natural Resource Damages). With respect to future liability, these covenants not to sue shall take effect upon Certification of Completion of Remedial Action by DOI pursuant to Paragraph 29 of Section X (Certification of Completion). With respect to each Settling Defendant, these covenants not to sue are conditioned upon the satisfactory performance by such Settling Defendant of its obligations under this Consent Decree. These covenants not to sue extend only to the Settling Defendants and do not extend to any other person.

14. United States' Pre-certification Reservations. Notwithstanding any other provision of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action, or to issue an administrative order seeking to compel Settling Defendants

a. to perform further response actions relating to the Site or

b. to reimburse the United States for additional costs of response,

if, prior to Certification of Completion of the Remedial Action:

a. conditions at the Site, previously unknown to DOI, are discovered, or

b. information, previously unknown to DOI, is received, in whole or in part,

and DOI determines that these previously unknown conditions or information together with any other relevant information indicate that the Remedial Action is not protective of human health or the environment.

15. United States' Post-certification Reservations. Notwithstanding any other provision of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action, or to issue an administrative order seeking to compel Settling Defendants

a. to perform further response actions relating to the Site or

b. to reimburse the United States for additional costs of response

if, subsequent to Certification of Completion of the Remedial Action:

a. conditions at the Site, previously unknown to DOI, are discovered, or

b. information, previously unknown to DOI, is received, in whole or in part,

and DOI determines that these previously unknown conditions or this information together with other relevant information indicate that the Remedial Action is not protective of human health or the environment.

16. For purposes of Paragraph 14, the information and the conditions known to DOI shall include only that information and those conditions known to DOI as of the date the ROD is signed and set forth in the Record of Decision and the administrative record supporting the Record of Decision. For purposes of Paragraph 15, the information and the conditions known to DOI shall include only that information and those conditions known to DOI as of the date of Certification of Completion of the Remedial Action and set forth in the Record of Decision, the administrative record supporting the Record of Decision, the post-ROD administrative record, or in any information received by DOI pursuant to the requirements of this Consent Decree prior to Certification of Completion of the Remedial Action.

17. General reservations of rights. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendants with respect to all matters not expressly included within Plaintiff's covenant not to sue. Notwithstanding any other provision of this Consent Decree, the United States reserves all rights against Settling Defendants with respect to:

a. claims based on a failure by Settling Defendants to meet a requirement of this Consent Decree;

b. liability arising from the past, present, or future disposal, release, or threat of release of Waste Material outside of the Site, other than the disposal of Waste Material from the Site at another location pursuant to a response action selected or approved by the United States;

c. liability based upon the ownership or operation of the Site, or upon the transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal of a hazardous substance or a solid waste at or in connection

with the Site, by the Settling Defendants after signature of this Consent Decree, other than as provided in the ROD or otherwise ordered by DOI;

d. liability for damages for injury to, destruction of, or loss of natural resources under the trusteeship of any entity other than DOI, and for the costs of any natural resource damage assessments performed by or on behalf of any such entity; and

e. criminal liability.

18. Notwithstanding any other provision of this Decree, the United States, on behalf of the Department of Interior, reserves the right to institute proceedings against Settling Defendants in this action or in a new action seeking recovery of damages, including costs of damage assessment, recoverable under Section 107 of CERCLA for injury to, destruction of, or loss of Natural Resources at the Site under the trusteeship of DOI, based on (1) conditions with respect to the Site, unknown to the United States at the date of Certification of Completion of the Remedial Action, that result in releases of hazardous substances that contribute to injury to, destruction of, or loss of Natural Resources under the trusteeship of DOI, or (2) information received after the date of Certification of Completion of the Remedial Action which indicates that there is injury to, destruction of, or loss of Natural Resources under the trusteeship of DOI of a type that was unknown, or of a magnitude that was greater than was known, to the United States as of the date of lodging of the Decree.

VIII. COVENANTS BY SETTLING DEFENDANTS

19. Covenant Not to Sue. Settling Defendants hereby covenant not to sue and agree not to assert any claims or causes of action against the United States with respect to the Site or this Consent Decree, including, but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through CERCLA Sections 106(b)(2), 107, 111, 112, 113 or any other provision of law;

b. any claims against the United States, including any department, agency or instrumentality of the United States under CERCLA Sections 107 or 113 related to the Site;

c. any claims arising out of response activities at the Site, including claims based on EPA's or DOI's selection of response actions, oversight of response activities or approval of plans for such activities; or

d. any claims for costs, fees, or expenses incurred in this action or related to the Site, including claims under the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended.

These covenants not to sue, and the waivers of claims and causes of action in Paragraphs 20-21 and 23 below, shall not apply in the event that the United States brings a cause of action or issues an order pursuant to the reservations set forth in Paragraphs 14, 15, 17b.-17.d., or 18, but only to the extent that Settling Defendants' claims or causes of action arise from the same cause of action asserted, or order issued, by the United States pursuant to those Paragraphs. Nothing in this Consent Decree shall be deemed to constitute 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).

20. Except as provided in Paragraph 19, DaimlerChrysler, Federal and WMO agree to waive all claims or causes of action that they may have for all matters relating to the Site, including for contribution, against the following persons:

a. John Krejci III; and

b. any person, other than Ford Motor Company ("Ford"), General Motors Corporation ("GM"), and Minnesota Mining and Manufacturing Company ("3M"), whose liability to Settling Defendants with respect to the Site is based on having arranged for the disposal, treatment, or transport for disposal or treatment, or having accepted for transport for disposal or treatment, of hazardous substances, to or at the Site, whether such claims or causes of action are asserted under CERCLA § 107(a)(3) or (4) or any other theory of law.

21. Except as provided in Paragraph 19, Chevron and Kewanee agree to waive all claims or causes of action that they may have for all matters relating to the Site, including for contribution, against John Krejci III, The Federal Metal Company, General Die Casters Inc., DaimlerChrysler, WMO, City of Akron, City of Barberton, Village of Boston Heights, Boston Township, City of Brecksville, City of Cuyahoga Falls, City of Hudson Village, City of Macedonia, Village of Northfield, Northfield Center Township, Village of Peninsula, Richfield Township, Sagamore Hills Township, Summit County, City of Twinsburg, Village of Walton Hills, and any other unit of local or regional government in the vicinity of the Cuyahoga Valley National Park.

22. a. The United States and Chevron and Kewanee agree that, if Chevron or Kewanee take reasonable steps to recover Response Costs from Gould Electronics, Inc. or any successor thereto ("Gould") or Browning-Ferris Industries of Ohio, Inc., or any successor thereto ("BFI") with respect to the Site, and the United States also enters into a settlement with Gould or BFI which confers statutory contribution protection on such party, then the proceeds of such cost recoveries from Gould or BFI, whether through settlement or judgment, shall be divided between the United States and Chevron and Kewanee according to the following formula: Thirty percent (30%) of the amount from any future cost recovery from either Gould or BFI shall be paid to the United States, and seventy percent (70%) shall be paid to Chevron and Kewanee. Provided, however, that if DOI deems Gould or BFI to be out of compliance with any Administrative Order

issued by DOI in connection with the Site, the United States reserves the right to enforce that Order, including seeking civil penalties and/or punitive damages from such party, and any such recovery by the United States shall be in addition to its share of future cost recoveries, as set forth above.

b. The United States and Chevron and Kewanee each will notify the other of any negotiations commenced, and give advance notice of any proposed settlements, with Gould or BFI with respect to the recovery of Response Costs relating to the Site.

c. Nothing in this Paragraph shall be construed as an agreement on the part of the United States to settle with any person or for any particular terms. Nothing in this Paragraph shall be construed to restrict in any way the United States from settling with any person at any time on any terms the United States deems appropriate. The United States shall retain its unreviewable discretion to accept or reject settlement terms offered by any person at any time.

23. Notwithstanding Paragraphs 20 and 21, Settling Defendants agree to waive all claims or causes of action that they may have against Ford, GM, or 3M, for all matters relating to the Site, including for contribution, without further action by the United States or Settling Defendants, upon entry by the Court of any consent decree resolving the liability of Ford, GM, or 3M to the United States under Section 107 of CERCLA, 42 U.S.C. § 9607, for any costs incurred by the United States relating to the Site. In the absence of a consent decree between the United States and Ford, GM or 3M, entered by the Court, Settling Defendants shall retain all claims or causes of action that they may have against the relevant entity among Ford, GM or 3M for all matters relating to the Site, including for contribution.

IX. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION

24. Except as provided in Paragraphs 20-22, 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. The preceding sentence shall not be construed to waive or nullify any rights that any person not a signatory to this decree may have under applicable law. Except as provided in Paragraphs 20-22, 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 against any person not a Party hereto.

25. The Parties agree, and by entering this Consent Decree this Court finds, that the Settling Defendants are entitled, as of the effective date of this Consent Decree, to protection from contribution actions or claims as provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2) for matters addressed in this Consent Decree. The "matters addressed" in this settlement are all response actions taken or to be taken and all Response Costs incurred or to be incurred by the United States or any other person with respect to the Site, and damages, including costs of damage assessment, for injury to, destruction of, or loss of Natural Resources at the Site under the trusteeship of DOI. The "matters addressed" in this settlement do not include those Response Costs or response actions as to which the United States has reserved its rights under this Consent Decree (except for claims for failure to comply with this Decree), in the event that the United States asserts rights against Settling Defendants coming within the scope of such reservations.

26. The Settling Defendants agree that with respect to any suit or claim for contribution brought by them for matters related to this Consent Decree they will notify the United States in writing no later than 60 days prior to the initiation of such suit or claim.

27. The Settling Defendants also agree that with respect to any suit or claim for contribution brought against them for matters related to this Consent Decree they will notify in writing the United States within 20 days of service of the complaint on them. In addition, Settling Defendants shall notify the United States within 20 days of service or receipt of any Motion for Summary Judgment and within 20 days of receipt of any order from a court setting a case for trial.

28. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of Response Costs or damages for injury to, destruction of, or loss of Natural Resources at the Site, or other relief relating to the Site, Settling Defendants 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 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 set forth in Section VII (Covenants Not to Sue by Plaintiff).

X. CERTIFICATION OF COMPLETION

29. After completion of the Remedial Action and after reasonable opportunity for review and comment by the State, DOI will issue a Certification of Completion of the Remedial Action. This certification shall constitute the Certification of Completion of the Remedial Action for purposes of this Consent Decree, including, but not limited to, Section VII (Covenants Not to

Sue by Plaintiff). Certification of Completion of the Remedial Action shall not affect Settling Defendants' obligations under this Consent Decree.

XI. RETENTION OF RECORDS

30. Until 6 years after entry of this Consent Decree, each Settling Defendant shall preserve and retain all non-identical copies of records and documents (including records or documents in electronic form) now in its possession or control or which come into its possession or control that relate in any manner to the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary. This requirement shall not apply to any document that was provided to a Settling Defendant by the United States in discovery in this litigation.

31. At the conclusion of this document retention period, Settling Defendants shall notify the United States at least 90 days prior to the destruction of any such records or documents, and, upon request by the United States, Settling Defendants shall deliver any such records or documents to DOI. The Settling Defendants may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Settling Defendants assert such a privilege, they shall provide the Plaintiff with the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted by Settling Defendants. However, no documents, reports or other information created or generated pursuant to the requirements of the Consent Decree shall be withheld on the grounds that they are privileged.

32. a. Each Settling Defendant 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, documents or other 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 DOI requests for information pursuant to Section 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, and with any and all discovery requests pursuant to the Federal Rules of Civil Procedure in this litigation.

b. By signing this Consent Decree, Federal certifies that, to the best of its knowledge and belief, it has fully complied with any and all requests from the United States for information relating to Federal's present financial condition, and that the information provided was true, accurate and complete. If this certification is not true, the Covenants Not To Sue in Section VII of this Consent Decree shall not be effective with respect to Federal.

XII. NOTICES AND SUBMISSIONS

33. Whenever, under the terms of this Consent Decree, written notice is required to be given or a report or other 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. All notices and submissions shall be considered effective upon receipt, unless otherwise provided. 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 Settling Defendants, respectively.

As to the United States:	Chief, Environmental Enforcement Section Environment and Natural Resources Division U.S. Department of Justice P.O. Box 7611 Washington, D.C. 20044-7611 Re: DJ # 90-11-3-768 and Shawn Mulligan Attorney Advisor United States National Park Service 1050 Walnut Street Suite 220 Boulder, CO 80302
As to DaimlerChrysler:	Kathleen M. Hennessey, Esq. DaimlerChrysler Corporation Office of the General Counsel CIMS 385-14-18 1000 Chrysler Drive Auburn Hills Mi 48326-2766
As to WMO:	James Forney Director, Closed Sites Waste Management Heritage Office Park 3970 Heritage Avenue, Suite A Okemos, Michigan 48864
As to Chevron and Kewanee:	Jeff Patry Chevron Environmental Management Company 6001 Bollinger Canyon Road Chevron Park, Building K P.O. Box 6012 San Ramon, CA 94583-0712
As to Federal	David R. Nagusky President The Federal Metal Company 7250 Division Street Bedford, Ohio 44146

XIII. EFFECTIVE DATE

34. The effective date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court, except as otherwise provided herein.

XIV. RETENTION OF JURISDICTION

35. This Court retains jurisdiction over both the subject matter of this Consent Decree and the Settling Defendants for the purpose of enforcing the terms of this Consent Decree.

XV. APPENDICES

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

"Appendix A" is the map of the Krejci Dump Site.

XVI . LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

37. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that the Consent Decree is inappropriate, improper, or inadequate. Settling Defendants consent to the entry of this Consent Decree without further notice.

38. If for any reason the Court should decline to approve this Consent Decree in the form presented, 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

39. Each undersigned representative of a Settling Defendant to this Consent Decree and the Assistant Attorney General for the Environment and Natural Resources Division of the Department of Justice certifies 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.

40. Each Settling Defendant 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 Defendants in writing that it no longer supports entry of the Consent Decree.

41. Each Settling Defendant shall identify, on the attached signature page, the name, address and telephone number of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. Settling Defendants hereby agree 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

42. 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 and the Settling Defendants. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS 12th DAY OF March, 2002

David D. Dowd Jr.

United States District Judge

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Chrysler Corp., et al., relating to the Krejci Dump Site.

FOR THE UNITED STATES OF AMERICA

3-21-01
Date

John C. Cruden
Acting Assistant Attorney General
U.S. Department of Justice
Washington, D.C. 20530

3/26/01
Date

Daniel C. Beckhard, Senior Counsel
Stacey O'Bryan, Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611

3/26/01
Date

Arthur I. Harris
Assistant United States Attorney
Northern District of Ohio
1800 Bank One Center
600 Superior Avenue
Cleveland, Ohio 44114

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Chrysler Corp., et al., relating to the Krejci Dump Site.

FOR DAIMLERCHRYSLER CORPORATION

1-12-01
Date

Name (print): Lewis H. Goldfarb
Title: Vice President & Assoc. General Counsel
Address: 1000 Chrysler Drive
CIMS 485-13-165
Auburn Hills, MI. 48326

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

1/18/01

Name (print): Steven C. Kohl
Title: Counsel
Address: Howard and Howard Attys. P.C.
39400 Woodward Ave. Ste 101
Bloomfield Hills, MI 48304

Ph. Number: 248-723-0320

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Chrysler Corp., et al., relating to the Krejci Dump Site.

FOR WASTE MANAGEMENT OF OHIO, INC.

2/14/01
Date

Signature: J C Forney
Name (print): James Forney
Title: Director, Closed Sites
Address: Waste Management
~~10200 West 8 Mile Road~~ JCF
~~Southfield, Michigan 48075~~
Heritage Office Park JCF
3970 Heritage Ave - Suite A
Okemos, MI 48864

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

Name (print): _____
Title: _____
Address: _____
_____
_____
Ph. Number: _____

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Chrysler Corp., et al., relating to the Krejci Dump Site.

FOR CHEVRON U.S.A. INC.

1/8/01
Date

Signature: [signature]
Name (print): Jeff Patry
Title: Business Unit Manager
Address: Chevron Environmental Management Company
6001 Bollinger Canyon Road
Chevron Park, Bldg. K
P.O. Box 6012
San Ramon, CA 94583-0712

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

Name (print): CSC - Lawyers Incorporating Service
Title:
Address: 50 West Broad Street
Columbus, OH 43215

Ph. Number: 614/628-0650

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Chrysler Corp., et al., relating to the Krejci Dump Site.

FOR KEWANEE INDUSTRIES, INC.

1/8/01
Date

Signature: [signature]
Name (print): Jeff Patry
Title: Business Unit Manager
Address: Chevron Environmental Management Company
6001 Bollinger Canyon Road
Chevron Parts Building K
P.O. Box 6012
San Ramon, CA 94583-0712

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

Name (print): CSC - Lawyers Incorporating Service
Title:
Address: 50 West Broad Street
Columbus, OH 43215

Ph. Number: 614/628-0650

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Chrysler Corp., et al., relating to the Krejci Dump Site.

FOR THE FEDERAL METAL COMPANY

28 November 2000
Date

Signature: [signature]
Name (print): David R. Nagusky
Title: President
Address: The Federal Metal Company
7250 Division Street
Bedford, Ohio 44146

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

Name (print): David R. Nagusky
Title: President
Address: The Federal Metal Company
7250 Division Street
Bedford, Ohio 44146
Ph. Number: 440-232-8700