

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

UNITED STATES OF AMERICA
AND THE STATE OF INDIANA,

Plaintiffs,

v.

AMERICAN CHEMICAL
SERVICE, INC., et al.,

Defendants.

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STEPHEN R. LUDWIG, CLERK
U.S. DISTRICT COURT
NORTHERN DISTRICT OF INDIANA

CONSENT DECREE

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APPENDIX (LIST OF SETTLING DEFENDANTS)

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I. BACKGROUND

A. The United States of America ("United States"), on behalf of the United States Department of the Interior, Fish and Wildlife Service ("FWS"), filed a complaint jointly with the State of Indiana in this matter pursuant to Section 107(a) of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. § 9607(a).

B. The United States in its complaint seeks damages for injury to, the restoration, replacement, or acquisition of the equivalent of, or compensation for, natural resources under federal trusteeship, that were injured, destroyed, or lost as a result of the release of hazardous substances at and from the American Chemical Service Superfund Site, in Griffith Indiana ("Site"), and the reasonable cost of assessing such damages. The United States' complaint also seeks to compensate the public for "interim losses" resulting from such alleged injured, destroyed, or lost Natural Resources, as defined in 43 C.F.R. 11.80(b)(1996).

C. The State of Indiana, on behalf of the Indiana Department of Environmental Management ("IDEM") and the Indiana Department of Natural Resources ("IDNR"), allege in the Complaint that the Defendants are liable to the State under CERCLA Section 107(a), 42 U.S.C. § 9607(a), and under Indiana Environmental Management Act, IC 13-30-2-1 and IC 13-18-4-5, Indiana Hazardous Substances Response Trust Fund, IC 13-25-4-1, Indiana Flood Control Act, IC 14-28-1, *et. seq.*, and the common law for injunctive relief, costs and damages recoverable under such statutory authority and the common law, including damages for injury to, destruction of, or loss of natural resources at or near the ACS Site belonging to, managed by, held in trust by, controlled by, or appertaining to the State of Indiana, as trustee for those resources, including the cost of assessing such injury or loss at the ACS Site.

D. The Federal trust resources that have been affected as a result of the release of hazardous substances at and from the Site include migratory birds -- waterfowl, wading birds, piscivorous birds, raptors, and passerines. The State trust resources that have been affected as a result of the release of hazardous substances at and from the Site include: (1) a variety of aquatic life associated with the wetland habitats including many species of invertebrates, fish, amphibians, and aquatic mammals; (2) botanical resources found in wetland habitats; (3) terrestrial wildlife including: mice, shrews, rabbit, raccoon, etc.; and (4) groundwater. Furthermore, the hazardous substances released at and from the Site have affected the following existing habitats: (1) surface and subsurface soils; and (2) surface waters and sediment (the area impacted contains approximately 50 acres of palustrine, forested; palustrine, scrub-shrub; palustrine, and emergent wetlands). These habitats provide feeding, nesting, and/or roosting areas for Federal and State trust resources, and provide all life requisites for numerous species of

wildlife under the trusteeship of the State. Thus, the losses for which the Federal and State trustees seek compensation include: (1) habitat degradation resulting from the releases of hazardous substances, resulting in exceedences of acute water quality criteria, documented PCB contamination and reduced or eliminated food chain support; (2) unremediated groundwater plume; (3) reduced habitat suitability for several State-listed species; and (4) lost-use values of non-consumptive uses of fish and wildlife resources (including wildlife observation).

E. Neither the execution of this Consent Decree by Settling Defendants nor the entry of this Consent Decree by the United States District Court shall be deemed or construed to be: (1) an admission of liability to the Plaintiffs arising out of the transactions or occurrences alleged in the complaint; (2) a waiver of any defenses by the Settling Defendants regarding the Natural Resource Damages alleged to be associated with the release of hazardous substances at the Site; (3) an affirmation of the plaintiffs' assessment of the natural resource damages at the Site, if any; or (4) an acknowledgment that the release or threatened release of hazardous substance(s) at or from the Site constitutes an imminent or substantial endangerment to the public health or welfare or the environment.

F. The United States, the State of Indiana, and the Settling Defendants agree that settlement of this case without further litigation and without admission, adjudication, or determination of any issue of fact or law, except as specified herein, is the most appropriate means of resolving this action.

G. The United States, the State of Indiana, the Settling Defendants, and the Court, by its entry of this Consent Decree, agree that this Consent Decree is fair, reasonable, in the public interest, and in furtherance of the statutory goals of CERCLA and Indiana Environmental

Management Act, IC 13-30-2-1 and IC 13-18-4-5, Indiana Hazardous Substances Response Trust Fund, IC 13-25-4-1, Indiana Flood Control Act, IC 14-28-1, et. seq, and Indiana Nuisance Act, IC 34-1-52, and the common law, and will avoid difficult, prolonged and complicated litigation among the United States, the State of Indiana, and the Settling Defendants.

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

II. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 2201, and 42 U.S.C. § 9613(b). This Court also has personal jurisdiction over the Settling Defendants. Solely for the purposes of this Decree and its enforcement and the underlying complaint, the Settling Defendants waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District and shall not challenge this Court's jurisdiction to enter and enforce this Decree. The Parties agree to be bound by the terms of this Decree and not to contest its validity in any subsequent proceeding arising from it.

III. PARTIES BOUND

2. This Decree is binding upon the United States, the State of Indiana, and the Settling Defendants and their successors and assigns. Any change in ownership or corporate or other legal status, including, but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of the Settling Defendants under this Decree. Each undersigned representative of a Settling Defendant to this Decree certifies that he or she is fully authorized to enter into the terms and conditions of this Decree and to execute and bind legally such party to this document and has identified on the attached signature page, the name and address 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 Decree. Each Settling Defendant shall notify the United States Department of Justice of any change in the identity or address of Settling Defendant, its agent for service, or its counsel.

IV. DEFINITIONS

3. Unless otherwise defined herein, terms used in this Decree which are defined in CERCLA, and in regulations promulgated pursuant to CERCLA, shall have the meaning assigned to them in CERCLA Statute or regulations.

"ACS Site" or "Site" shall mean the American Chemical Service, Inc. Superfund Site, encompassing approximately 40 acres, located at 420 S. Colfax Avenue, Griffith, Lake County, Indiana, and, for the purposes of this Consent Decree, those wetlands, surface waters, terrestrial habitats, and groundwater, including the groundwater plume, adjacent to, on and under the facility at 420 S. Colfax Avenue, Griffith, Lake County, Indiana;

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

"Consent Decree" shall mean this Consent Decree and all appendices attached hereto;

"FWS" shall mean the United States Fish and Wildlife Service of the United States Department of the Interior;

"IDEM" shall mean the Indiana Department of Environmental Management and any successor departments or agencies of the State of Indiana. IDEM is the agency designated to implement the provisions of CERCLA for the State of Indiana, pursuant to IC 13-13-5;

"IDNR" shall mean the Indiana Department of Natural Resources and any successor departments or agencies of the State of Indiana;

"Interest" shall mean interest at the rate specified for debts owed to departments or agencies of the United States pursuant to 31 U.S.C. § 3717;

"Natural Resources" shall mean land, resident and anadromous fish, wildlife, biota, air, water, sediments, wetlands, ground water, drinking water supplies, and all other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States or the State of Indiana;

"Natural Resource Damages" shall mean damages for injury to, destruction of, lost use of or loss of natural resources including the reasonable costs of assessing injury, destruction, or loss resulting from a release of hazardous substances at and from the Site, and each of the categories of recoverable damages described in 43 C.F.R. § 11.15 (See CERCLA Section 101(6), 42 U.S.C. § 9601(6));

"Natural Resource Trustees" refers to the designated federal and state officials who may act on behalf of the public as trustees for the natural resources associated with the American Chemical Service Superfund Site; the United States Department of Interior, represented by the United States Fish and Wildlife Service, is the federal trustee for natural resources in and around the Site; the co-trustees for natural resources in and around the Site for the State of Indiana are the Chief of Staff for the Indiana Department of Natural Resources and the Chief of Staff for the Indiana Department of Environmental Management;

"Parties" shall mean the United States, the State of Indiana, and the Settling Defendants;

"Settling Defendants" shall mean those companies and entities listed on Appendix A.

"State" shall mean the State of Indiana, acting on behalf of the Indiana Co-Trustees for natural resource damages under CERCLA;

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

V. PURPOSE

4. This Consent Decree provides the terms upon which the Parties agree to settle all claims of the Natural Resource Trustees under applicable federal and state law including but not limited to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*, and Indiana Environmental Management Act, IC 13-30-2-1 and IC 13-18-4-5, Indiana Hazardous Substances Response Trust Fund, IC 13-25-4-1, Indiana Flood Control Act, IC 14-28-1, *et. seq.*, and Indiana Nuisance Act, IC 34-1-52, and the common law, for natural resource damages against the Settling Defendants as a consequence of the injuries to, destruction of, or loss of resources and the services they provide as a result of the release of hazardous substances at and from the ACS Site. In settlement of the claims of the Federal and State trustees, the Settling Defendants will provide funds: (1) for the Natural Resource Trustees to restore, rehabilitate, replace, or acquire the equivalent of the natural resources damaged as a result of the release of hazardous substances at and from the Site; and (2) for reimbursement of the costs incurred by the Natural Resource Trustees in assessing the damages to the natural resources resulting from the release of hazardous substances at and from the Site.

VI. OBLIGATIONS OF SETTLING DEFENDANTS

5. The Settling Defendants' entire obligation shall consist of the following payments: (1) up to \$30,000 as reimbursement for assessment costs incurred by the Natural Resource Trustees, with the actual amount of the payment being determined following a review of the cost documents by the Settling Defendants; and (2) \$300,000 as compensation for the injuries to Natural Resource Damages, resulting from the release of hazardous substances at and/or from the Site. The \$300,000 payment shall consist of a payment of \$250,000 for the acquisition of certain real property which the Natural Resource Trustees intend to use to replace the damaged Natural Resources at the Site ("Replacement Property"), and a payment of \$50,000 for natural resource restoration activities. The \$250,000- and \$50,000-payments shall be made without apportionment or division among the Trustees. The Trustees have jointly determined to use these funds to restore, replace, or acquire the equivalent of resources and/or their services claimed injured by the release of hazardous substances at the ACS Site, and for administrative costs associated with identifying, implementing, and monitoring appropriate projects to compensate the public for the resource injuries claimed to be caused by the release of hazardous substances at and/or from the Site.

6. Payment Schedule.

a. Natural Resource Damage Restoration:

(1) To expedite the acquisition of the Replacement Property, the \$250,000-payment shall be paid by the Settling Defendants no later than five days following the approval of this Consent Decree by the United States Assistant Attorney General for Environment and Natural Resources, or her delegate.

(2) The \$50,000 payment shall be paid no later than 30 days following the entry of this Consent Decree.

b. Reimbursement of Assessment Costs. The Settling Defendants' reimbursement of the Natural Resource Trustees' assessment costs, up to a maximum of \$30,000, shall be made no later than 60 days following the Settling Defendant's receipt of the Natural Resource Trustee's cost documentation. The Natural Resource Trustees shall provide such documentation to the Settling Defendants no later than 30 days following the entry of this Consent Decree. The maximum \$30,000 reimbursement payment shall be made to the State and Federal governments on a pro rata basis.

7. Method of Payment

a. Natural Resource Damage Payment: Settling Defendants shall make the \$250,000-payment described in Paragraph 6 of this Section to the Lake Heritage Parks Foundation, Inc. via certified or cashier's check payable to "Lake Heritage Parks Foundation, Inc." Payment shall be deemed made upon receipt of check or wire transfer by the specified recipient.

b. Settling Defendants shall make the \$50,000-payment described in Paragraph 6 using the U.S. Treasury's Remittance Express Program, or, in the event said program is not available to Settling Defendants then via Federal Wire Transfer. Payment shall be made in accordance with instructions provided by the U.S. Department of the Interior. Any payments received by the Department of Justice after 4:00 P.M. (Eastern Time) shall be credited on the next business day.

c. Reimbursement of Assessment Costs: Settling Defendants shall reimburse the State Co-Trustees and Federal Natural Resource Trustees separately for their assessment costs. Payments shall be deemed made upon receipt of check or wire transfer by the specified recipient. Payments shall be made as provided below and sent to the following addresses:

(1) United States: The payment to the United States shall be made using the U.S. Treasury's Remittance Express Program, or, in the event said program is not available to Settling Defendants then via Federal Wire Transfer. Payment shall be made in accordance with instructions provided by the U.S. Department of the Interior. Any payments received by the Department of Justice after 4:00 P.M. (Eastern Time) shall be credited on the next business day. Settling Defendants notice to DOI that such payment has been made shall be sent to:

Bruce Nesslage
DOI Restoration Fund
NBC/Division of Financial Management Services Branch of Accounting Operations
Mail Stop 1313
1849 C. St., N.W.
Washington, D.C. 20240

and shall reference Account Number 14X5198 (NRDAR), shall state that the payment is for natural resource damages with respect to the American Chemical Service Superfund Site, Griffith, Lake County, Indiana, is being paid by the Settling Defendants named herein, and shall reference that the payment is for natural resource damages under the trusteeship of DOI and the State of Indiana.

(2) State of Indiana:

(i) The payment to be made to the Indiana Department of Environmental Management shall be made by certified or cashiers check made payable to the Indiana

Department of Environmental Management. Settling Defendants shall forward the check, referencing the ACS Natural Resources Damages Site, to:

Elizabeth Admire
Natural Resource Co-Trustee
Indiana Department of Environmental Management
100 N. Senate Ave, N1307
P.O. Box 6015
Indianapolis, Indiana 46206-6015

(ii) The payment to be made to the Indiana Department of Natural Resources shall be made by certified or cashiers check made payable to the Indiana Department of Natural Resources. Settling Defendants shall forward the check, referencing the ACS Natural Resources Damages Site, to:

Carrie Doehrmann
Natural Resource Co-Trustee
Indiana Department of Natural Resources
402 W. Washington Street, Room W252
Indianapolis, Indiana 46204

8. Contemporaneous with the making of any payment under this Section, Settling Defendants shall send notice that such payment has been made to the following parties:

As to the United States:

Chief, Environmental Enforcement Section
U.S. Department of Justice
Re: DOJ #90-11-3-1094/4
P.O. Box 7611
Washington, D.C. 20044-7611

Field Supervisor
United States Fish & Wildlife Service
Bloomington Field Office
620 S. Walker Street
Bloomington, IN 47403-2121;

As to the State of Indiana:

Steven D. Griffin
Deputy Attorney General
Indiana Attorney General's Office
Indiana Government Center South
402 W. Washington Street, 5th Floor
Indianapolis, Indiana 46204.

9. Late Payments. In the event the Settling Defendants fail to make timely payments of any amounts required under this Consent Decree, the Settling Defendants shall be liable for Interest on the unpaid balance, as defined by this Decree. The interest shall be calculated from the first day following the date payment is due until the entire outstanding balance has been received. The Settling Defendants shall also pay a penalty of 6% per annum on any unpaid required amounts, which penalty will be charged for the period from the due date to the date of payment. The Settling Defendants shall also reimburse the United States and the State for costs and reasonable attorney fees, if any, incurred by them in enforcing the Settling Defendants' obligation to make the payments required by this Decree.

VII. COVENANTS BY PLAINTIFFS

10. In consideration of the payments made by the Settling Defendants under the terms of this Decree, the United States, and the State of Indiana, on behalf of their respective Natural Resource Trustees, covenant not to sue or take administrative action against the Settling Defendants for natural resource damages pursuant to applicable federal and state law including but not limited to CERCLA Section 107(a), 42 U.S.C. § 9607(a), and Indiana Environmental Management Act, IC 13-30-2-1 and IC 13-18-4-5, Indiana Hazardous Substances Response Trust Fund, IC 13-25-4-1, Indiana Flood Control Act, IC 14-28-1, et. seq, and Indiana Nuisance

Act, IC 34-1-52, and the common law, resulting from the release of hazardous substances at and/or from the Site. This Covenant Not to Sue is conditioned upon the complete and satisfactory performance by Settling Defendants of their obligations under this Consent Decree. This Covenant Not to Sue applies only to natural resource damages resulting from the release of hazardous substances at and from the American Chemical Service Superfund Site, and extends only to the Settling Defendants identified on Appendix A, and does not extend to any other person.

11. Reservation of Rights. The Covenant Not to Sue set forth in the preceding paragraph does not pertain to any matters other than those expressly specified therein. The United States, and the State of Indiana, reserve, and this Consent Decree is without prejudice to, all rights against the Settling Defendants with respect to all other matters. Except as provided in the preceding Paragraph, nothing contained herein shall in any way limit or restrict the response and enforcement authority of the United States, or the State of Indiana to initiate appropriate action, either judicial or administrative, with respect to any claim not expressly alleged in the complaint(s), including but not limited to the following:

- (a) claims based upon a failure of Settling Defendants to meet the requirements of this Decree;
- (b) claims based upon criminal liability;
- (c) claims arising from the past, present, or future disposal, release, or threat of release of hazardous substances or other materials other than as alleged in the complaint;
- (d) claims, under CERCLA Sections 106 and 107, 42 U.S.C. §§ 9606 and

9607 by the United States Environmental Protection Agency, or by the United States on behalf of the United States Environmental Protection Agency, pertaining to the ACS Site;

(e) claims, under CERCLA Section 107, 42 U.S.C. § 9607, and Indiana Environmental Management Act, IC 13-30-2-1 and IC 13-18-4-5, Indiana Hazardous Substances Response Trust Fund, IC 13-25-4-1, Indiana Flood Control Act, IC 14-28-1, et. seq, and Indiana Nuisance Act, IC 34-1-52, and the common law for costs incurred and to be incurred by the IDEM, or by the State of Indiana, on behalf of IDEM, in responding to the release or threatened release of hazardous substances at and/or from the Site.

12. Nothing in this Decree is intended as a covenant not to sue or a release from liability for any persons or entities not parties to this Decree. The United States and the State of Indiana expressly reserve all claims, demands, and causes of action, either judicial or administrative, past or future, in law or equity, against any person or entity not a party to this Consent Decree for any matter arising at or in any way relating to the release of hazardous substances at and/or from the Site.

VIII. COVENANT BY SETTLING DEFENDANTS

13. Settling Defendants hereby covenant not to sue and agree not to assert any claims or causes of action against the United States, and the State of Indiana relating to natural resource damages resulting from the release of hazardous substances at and/or from the Site, including but not limited to assertion or presentment of any claim under CERCLA Section 113, 42 U.S.C. § 9613, for natural resource damages arising from the release of hazardous substances at and/or from the Site.

IX. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION

14. 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. 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.

15. (a) The United States and the State of Indiana 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), 42 U.S.C. § 9613(f), for Matters Addressed in this Consent Decree.

(b) The "Matters Addressed in this Consent Decree" are alleged Natural Resource Damages and claims for the restoration, replacement, or acquisition of the equivalent of Natural Resources relating to the injury to, destruction of, or loss, of Natural Resources managed by, held in trust by, controlled by or appertaining to the United States and the State of Indiana, as Trustees for those resources, including the cost of assessing such injury, resulting from releases of hazardous substances at and/or from the Site.

16. In any subsequent administrative or judicial proceeding initiated by the United States and the State of Indiana for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site, which proceeding is premised on any reservation of rights or reopener set forth in Section VII [Covenants by Plaintiff], 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 and the State of Indiana 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 by Plaintiff].

X. DISPUTE RESOLUTION

17. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes between the United States, the State, and the Settling Defendants arising under or with respect to this Consent Decree.

18. The invocation of dispute resolution procedures under this Section shall not extend, postpone or affect in any way any obligation of the Settling Defendants under this Consent Decree not directly in dispute or affected by the dispute, unless the United States, the State, or the Court agree otherwise.

Initial Dispute Resolution Procedure

19. The United States, the State, and the Settling Defendants shall attempt to resolve expeditiously and informally any disagreements concerning implementation of this Consent Decree. If the disagreement cannot be resolved promptly, then Settling Defendants may file a notice of dispute with the United States and the State of Indiana. A period of informal negotiations shall extend for not more than thirty working days following receipt of such notice by the United States and the State unless the United States, the State, and the Settling Defendants

seeking dispute resolution determine that a longer period is appropriate. During the informal negotiation period, such parties also may agree to utilize appropriate Alternative Dispute Resolution mechanisms. At the expiration of the informal negotiation period, the United States and the State shall issue a written Final Statement of Position on the matter in dispute to the Settling Defendants within 30 days.

20. An administrative record of any dispute shall be maintained by the United States and the State. The record shall include the written notification of such dispute, any relevant document generated by any party involved in the dispute resolution, or their contractors or agents, relevant documents submitted by any of the parties involved in the dispute resolution, and any other materials relied upon by the United States and the State. To ensure that the administrative record is complete, the parties involved in Dispute Resolution shall, within ten working days of the beginning of the informal negotiation period, confer to discuss the documents proposed for inclusion in the administrative record.

21. In the event that a petition relating to the dispute is not filed as set forth in Paragraph 22, the dispute shall be deemed resolved in accordance with the Final Statement of Position issued as set forth in Paragraph 19, and such position shall be deemed effective 15 days following the receipt by the Party that filed the notice of dispute of such Final Statement of Position; provided, however, such effective date may be extended by the United States and the State for good cause shown.

Judicial Resolution

22. In the event that the Settling Defendants seeks judicial resolution of the dispute, they shall, within fifteen days of the effective date of the Final Statement of Position described in

Paragraph 19, file a petition with the Court that describes the nature of the dispute and includes a proposal for its resolution. All other parties shall have fourteen days to respond to the petition.

23. In the event that the Settling Defendants seek judicial resolution of the dispute, the Settling Defendants shall have the burden of proof. Any Final Statement of Position reflecting a decision by the United States and the State will be reviewed by the Court on the basis of the administrative record and will be upheld by the Court unless it is arbitrary and capricious or is not in accordance with applicable law. Any decision by the Court under this Section is subject to appeal.

XI. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

24. This Consent Decree shall be lodged with the Court for a period of at least thirty (30) days for public notice and comment. The United States reserves, and all other parties acknowledge, the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate.

XII. SIGNATORIES/SERVICE

25. Each undersigned representative of a Settling Defendant to this Consent Decree, the Chief, Environmental Enforcement Section, U.S. Department of Justice, and the State signatory 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.

26. The Settling Defendants consent to the entry of this Decree without further notice. 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.

27. 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.

SO ORDERED THIS ____ DAY OF _____, 2000.

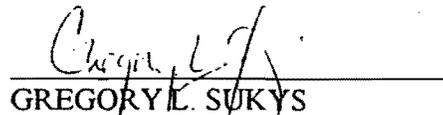
United States District Judge
Northern District of Indiana

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States, et al. v. American Chemical Service, Inc., et al. (N.D. Ind.), relating to Natural Resource Damages at the American Chemical Service Superfund Site:

FOR THE UNITED STATES OF AMERICA



JOEL GROSS
Chief, Environmental Enforcement Section
Environment and Natural Resources
Division
U.S. Department of Justice



GREGORY L. SUKYS
Environmental Enforcement Section
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044
202-514-2068 /353-0296(FAX)

DAVID A. CAPP
United States Attorney
Northern District of Indiana



CAROL A. DAVILO
Assistant United States Attorney
1001 Main St., Ste. A,
Dyer, Indiana 46311-1234
(219) 322-8576/865-5310(FAX)

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States, et al., v. American Chemical Service, Inc., et al. (N.D. Ind.), relating to Natural Resource Damages at the American Chemical Service Superfund Site:

FOR THE STATE OF INDIANA

Date: 6/8/00

C. G. Doehrman

CARRIE G. DOEHRMAN
Chief of Staff & Natural Resource Co-Trustee
Indiana Department of Natural Resources

Date: 6/12/00

Elizabeth Admire

ELIZABETH ADMIRE
Chief of Staff & Natural Resource Co-Trustee
Indiana Department of Environmental Management

Date: 6/12/00

Lori F. Kaplan

LORI F. KAPLAN
Commissioner
Indiana Department of Environmental Management

Date: 6/13/00

Larry D. Macklin

LARRY D. MACKLIN
Director
Indiana Department of Natural Resources

Date: 6/24/00

Frank O'Bannon

FRANK L. O'BANNON
Governor
State of Indiana

Approved as to form and legality:

KAREN M. FREEMAN-WILSON
Attorney General of Indiana

Date: 6/29/00

Priscilla Keith
PRISCILLA KEITH
Deputy Attorney General
State of Indiana
Atty. No. 19665-49