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At \_\_\_\_\_<sup>M</sup>  
STEPHEN R. LUDWIG, Clerk  
U.S. DISTRICT COURT  
NORTHERN DISTRICT OF INDIANA

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF INDIANA  
SOUTH BEND DIVISION

UNITED STATES OF AMERICA, )

and )

STATE OF INDIANA, )

Plaintiffs, )

v. )

THE INDIANA DEPARTMENT OF )  
CORRECTION; THE INDIANA DEPARTMENT )  
OF NATURAL RESOURCES; THE WASTE )  
INC. REMEDIAL DESIGN/REMEDIAL ACTION )  
GROUP and its members, WEIL-MCLAIN; )  
GARDNER DENVER, INC.; SUNDSTRAND )  
CORPORATION; NORTHERN INDIANA )  
PUBLIC SERVICE CO.; INGERSOLL-RAND )  
COMPANY; SEARS ROEBUCK AND CO.; )  
KAISER ALUMINUM & CHEMICAL )  
CORPORATION; AMERITECH CORPORATION; )  
USX CORPORATION; ECHLIN, INC. )  
(formerly SPRAGUE DEVICES, INC.); )  
ACROMETAL PRODUCTS, INC.; )  
LYON METAL PRODUCTS, INC.; DWYER )  
INSTRUMENTS, INC.; THE MICHIGAN CITY )  
NEWS DISPATCH, )

Defendants. )

Case No. 3:99CV0336 RM  
3:99cv 0337AS

NATURAL RESOURCE DAMAGES CONSENT DECREE

## I. BACKGROUND

WHEREAS this civil action concerns the Waste, Inc. Landfill (the "Site"), located at 1701 East U.S. Highway 12 in Michigan City, Indiana, and occupying approximately 32 acres;

WHEREAS the Site was operated as a commercial, industrial, and municipal waste disposal facility from approximately 1965 to 1982;

WHEREAS in 1984 the United States Environmental Protection Agency ("EPA") evaluated the Site, and in 1985, placed the Site on the National Priorities List of Superfund sites;

WHEREAS on August 18, 1994, EPA issued its Record of Decision ("ROD") for the Site in which it specified its selected remedial alternative based upon a Remedial Investigation and Feasibility Study conducted for the Site;

WHEREAS in the course of its activities regarding the Site, EPA has determined that the Site is a "facility" as defined in CERCLA, 42 U.S.C. § 9601(9);

WHEREAS EPA has also determined that "releases," as defined in CERCLA, 42 U.S.C. § 9601(22), and threatened releases of hazardous substances have occurred and exist at the Site;

WHEREAS EPA has also determined that the Site may present an "imminent and substantial endangerment to public health, welfare, or the environment;"

WHEREAS in December 1995, EPA issued a Unilateral Administrative Order ("UAO"), pursuant to CERCLA § 106, to the members of the Waste Inc. Remedial Design/Remedial Action Group ("RD/RA Group"), the Indiana Department of Correction ("IDOC"), and numerous other parties, requiring the design, installation, operation and maintenance of the EPA-selected remedy for the Site specified in the ROD;

WHEREAS the RD/RA Group's members have performed response actions for the Site pursuant to the UAO, and with EPA and IDEM oversight and approval;

WHEREAS the Indiana Department of Environmental Management ("IDEM"), the Indiana Department of Natural Resources ("IDNR") and the United States Department of the Interior, through the Fish and Wildlife Service ("USFWS"), as trustees of certain natural resources, have assessed natural resource damages as a result of the release of hazardous substances at the Site;

WHEREAS the area in and around the Site is a biologically diverse area in which natural resources affected or potentially affected by the Site include the following: fish, freshwater mussels, mammals, amphibians, reptiles, migratory birds (including waterfowl and shorebirds), lands (including wetlands, shorelines, soil, and geologic resources), aquatic and terrestrial plants, invertebrates, microorganisms, groundwater, surface waters, sediments, and air. Services provided by the natural resources in and around the Site include a habitat for the variety of animal and plant species in the area, sport fisheries, and recreational uses (including fishing, hunting, hiking, and natural observation);

WHEREAS Plaintiffs, the United States of America and the State of Indiana, on behalf of trustees for certain natural resources, have commenced this civil action under Section 107(a) of the Comprehensive Environmental, Response, Compensation and Liability Act, 42 U.S.C. § 9607(6), for natural resource damages resulting from the release of hazardous substances at the Site;

WHEREAS the State of Indiana and the United States seek reimbursement of damages to natural resources in the area in and around the Site, including the cost of restoring, replacing, or acquiring the equivalent of the damaged natural resources and the reasonable cost of assessing those damages;

WHEREAS the RD/RA Group filed a CERCLA citizen suit against IDOC to seek cost recovery in The Waste, Inc. Remedial Design/Remedial Action Group v. Edward L. Cohn, Case No. 3:97CV0575AS, which the United States District Court for the Northern District of Indiana dismissed;

WHEREAS an appeal of the dismissal of the RD/RA Group's action was taken in the United States Court of Appeals for the Seventh Circuit (Case No. 98-1604);

WHEREAS IDEM, IDOC, the State of Indiana, including its agencies, and IDNR and the RD/RA Group have settled the RD/RA Group's citizen suit and appeal and the Parties' related claims in a separate settlement agreement, of which this Consent Decree ("Decree") is a material part;

WHEREAS the State of Indiana, the USFWS, and the RD/RA Group agree that this Decree is fair, reasonable, in the public interest, and in furtherance of the statutory goals of CERCLA, and will avoid difficult, prolonged, and complicated litigation among the State of Indiana, the USFWS, and the RD/RA Group;

WHEREAS the State of Indiana, the USFWS, and the RD/RA Group 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;

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

## II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action and over the Parties pursuant to CERCLA Sections 107 and 113(b), 42 U.S.C. §§ 9607, 9613(b) and 28 U.S.C. §§ 1331 and 1345. Solely for the purposes of this Decree and its enforcement, the Parties 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 further agree 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 RD/RA Group and its members, successors, and assigns. Any change in ownership or corporate or other legal status of the RD/RA Group or any of its members, 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 RD/RA Group and its members under this Decree. Each undersigned representative of the Parties 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.

#### IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this 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 Decree, the following definitions apply:

"Natural Resource Trustees" refers to the designated state officials who may act on behalf of the public as trustees for the natural resources in the State of Indiana. The United States Department of Interior, through the 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 Ms. Lori Kaplan, the Deputy Director of the Bureau of Water and Resource Regulation for the Indiana Department of Natural Resources and Ms. Beth Admire, Northwest Indiana Coordinator, Indiana Department of Environmental Management.

"Settling Defendants" refers to the Indiana Department of Correction, the Indiana Department of Natural Resources, and the Waste Inc. Remedial Design/Remedial Action Group and its members, Weil-McLain; Gardner Denver, Inc.; Sundstrand Corporation; Northern Indiana Public Service Co.; Ingersoll-Rand Company; Sears Roebuck and Co.; Kaiser Aluminum & Chemical Corporation; Ameritech Corporation; USX Corporation; Echlin, Inc. (formerly Sprague Devices, Inc.); Acrometal Products, Inc.; Lyon Metal Products, Inc.; Dwyer Instruments, Inc.; and the Michigan City News Dispatch.

## V. PURPOSE

4. The purpose of the Parties in entering into this Decree is to provide funding for the Natural Resource Trustees to restore, replace, or acquire the equivalent of the natural resources damaged as a result of the release of hazardous substances at the Site, and to reimburse the Natural Resource Trustees for the reasonable costs of assessing such damage to natural resources.

## VI. PAYMENTS

5. Reimbursement of Assessment Costs. Within thirty (30) days of entry of this Decree, the Settling Defendants, jointly and severally, shall pay the following amounts as reimbursement for costs incurred by the Natural Resource Trustees in assessing the damages to natural resources resulting from the release of hazardous substances at the Site:

\$2,000.00 to the Indiana Department of Environmental Management; and

\$1,500.00 to the Indiana Department of Natural Resources.

6. Method of Payment of Assessment Costs. Within 30 days of entry of this Decree, the Settling Defendants shall pay the amounts described in this Paragraph 5. Payment shall be deemed made upon receipt of check by the specified recipient. Payments shall be made by certified check and sent to the following addresses:

For the Indiana Department of Environmental Management:

Indiana Department of Environmental Management  
Office of Legal Counsel  
ATTN: Beth Admire  
100 N. Senate Ave.  
P.O. Box 6015  
Indianapolis, IN 46206-6015

The check to IDEM shall reference Account No. 630-108900.

For the Indiana Department of Natural Resources:

Indiana Department of Natural Resources  
ATTN: Lori Kaplan  
Deputy Director  
DNR, IGC - South, RM 256C  
402 West Washington Street  
Indianapolis, IN 46204

The check to IDNR shall reference Account No. \_\_\_\_\_.

7. Natural Resource Damages. Within thirty (30) days of entry of this Decree, the Settling Defendants, jointly and severally, shall pay the Natural Resource Trustees a total of \$599,500 for natural resource damages resulting from the release of hazardous substances at the Site. As provided in CERCLA § 107(f)(1), 42 U.S.C. § 9607(f)(1), such funds shall be used by the Natural Resource Trustees solely for restoring, replacing, or acquiring the equivalent of the damaged natural resources.

8. Method of Payment for Natural Resource Damages. The Settling Defendants shall pay the amount specified in Paragraph 7 by Fedwire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice ("DOJ") Account in accordance with current electronic transfer procedures and referencing DOJ Case No. 90-11-3-1376/4. This amount shall then be wire-



transferred by DOJ to the U.S. Department of the Interior (Agency Location Code 1401001) using the Department of Treasury's On-Line Payment and Collection System ("OPAC"). In the OPAC documentation field, the Department of Justice will specify the U.S. Department of Interior's Natural Resource Damage Assessment and Restoration Fund ("NRDAR") account number 14X5198 and include the following information:

U.S. Department of Interior's Natural Resource Damage Assessment and  
Restoration Fund ("NRDAR")  
Account Number 14X5198  
Call Bob White for additional info (303) 969-7170  
Waste Inc. Site, Indiana

Settling Defendants are:

Indiana Department of Correction; Indiana Department of Natural Resources; Waste Inc. Remedial Design/Remedial Action Group; Weil-McLain; Gardner Denver, Inc., as successor to certain liabilities of Joy Manufacturing Company; Sundstrand Corporation; Northern Indiana Public Service Co.; Ingersoll-Rand Company; Sears Roebuck and Co.; Kaiser Aluminum & Chemical Corporation; Ameritech Corporation; USX Corporation; Echlin, Inc. (formerly Sprague Devices, Inc.); Acrometal Products, Inc.; Lyon Metal Products, Inc.; Dwyer Instruments, Inc.; and the Michigan City News Dispatch.

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 at the rate specified in 28 U.S.C. § 1961. The interest shall be calculated from the first day following the date payment is due until the entire outstanding balance has been received.

10. Notice of Payments. For all payments required to be made by the Settling Defendants under this Consent Decree, the Settling Defendants shall send, at the time payment is made, a copy of all checks or other documentation of payment to each of the following:

For the United States:

Chief, Environmental Enforcement Section  
U.S. Department of Justice  
DOJ #90-5-1-1-4164  
Ben Franklin Station  
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

For the State of Indiana:

Timothy J. Junk  
Deputy Attorney General  
Indiana Government Center South  
402 W. Washington Street, 5th Floor  
Indianapolis, IN 42604

VII. COVENANTS NOT TO SUE BY PLAINTIFFS

11. 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 CERCLA § 107(f), 42 U.S.C. § 9607(f) resulting from the release of hazardous substances at the Site. This Covenant Not to Sue is

conditioned upon the complete and satisfactory performance by the Settling Defendants of their obligations under this Consent Decree. This Covenant Not to Sue applies only to the Site and extends only to the Settling Defendants, including without limitation the Indiana Department of Correction and the Indiana Department of Natural Resources, and does not extend to any other person or entity.

12. Reservation of Rights. The Covenant Not to Sue set forth in Paragraph 11 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, including but not limited to:

- (a) liability for failure of Settling Defendants to meet a requirement of this Consent Decree;
- (b) liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any related natural resources damage assessment occurring after the date of lodging of this Consent Decree due to the failure of Settling Defendants to operate and maintain the Site remedy as required by the UAO or any superseding order or decree pursuant to CERCLA and/or the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§ 6901 *et seq.*, as amended;
- (c) criminal liability;
- (d) liability for injunctive relief or administrative order enforcement under section 106 of CERCLA, 42 U.S.C. § 9606; and

- (e) liability for costs incurred or to be incurred by the United States or the State of Indiana that are not within the CERCLA definition of "damages," 42 U.S.C. § 9601(6).

13. Notwithstanding any other provision of this Decree, the State of Indiana and the United States reserve, and this Decree is without prejudice to, the right to institute proceedings against Settling Defendants seeking recovery of natural resource damages arising from Site conditions that are discovered subsequent to entry of this Decree, were previously unknown to the state and federal trustees, and cause or constitute a release of hazardous substances that results in injury to, destruction of, or loss of natural resources at the Site.

14. 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 the Site.

#### VIII. COVENANTS NOT TO SUE BY SETTLING DEFENDANTS

15. The Settling Defendants hereby covenant not to sue and agree not to assert any claims or causes of action against the United States or the State of Indiana for the recovery of natural resource damages ("NRD") related to the release of hazardous substances at the Site, except to the extent Settling Defendants are subject to claims pursuant to Paragraph 13 or subparagraph 12(b) of this Decree.

## IX. LODGING AND ENTRY

16. 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.

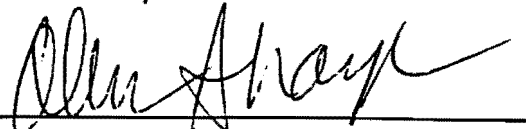
17. The Settling Defendants consent to the entry of this Decree without further notice.

## X. NO ADMISSION OF LIABILITY

18. Except as provided in Paragraph 19 below, 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 an admission of liability or a waiver of any defenses by the Settling Defendants regarding the EPA-determined release of hazardous substances at the Site or any other matter, except as otherwise provided in Paragraphs 1, 2, 16, and 17.

19. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to this Site, the 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 subsequent proceedings were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenant Not to Sue by Plaintiffs set forth in Section VII.

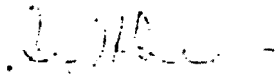
SO ORDERED THIS 10 DAY OF September, 1999.




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. Indiana Department of Correction, et al. (N.D. Ind.).

FOR THE UNITED STATES OF AMERICA

  
\_\_\_\_\_  
Joel M. Gross  
Section Chief  
Environmental Enforcement Section  
Environment and Natural Resources  
Division  
U.S. Department of Justice

  
\_\_\_\_\_  
Elliot M. Rockler  
Environmental Enforcement Section  
U.S. Department of Justice  
P.O. Box 7611  
Washington, D.C. 20044  
202/514-1716

Jon E. Deguilio  
United States Attorney  
Northern District of Indiana

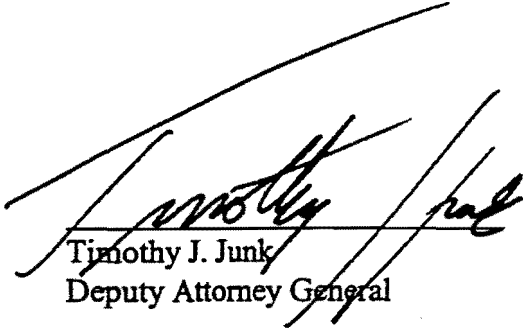
  
\_\_\_\_\_  
Clifford D. Johnson  
Assistant United States Attorney  
204 South Main Street  
South Bend, Indiana 46601-2191

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States et al. , v. Waste Inc. Remedial Design/Remedial Action Group, et al., (N.D. Ind.)

FOR THE STATE OF INDIANA



Frank O'Bannon  
Governor of Indiana

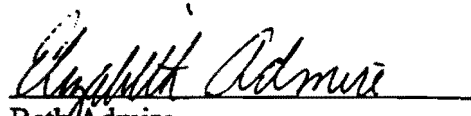


Timothy J. Junk  
Deputy Attorney General

INDIANA NATURAL RESOURCE  
CO-TRUSTEES

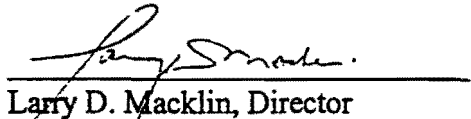


Lori Kaplan  
Deputy Director  
Bureau of Water and Resource Regulation  
Indiana Department of Natural Resources



Beth Admire  
Northwest Indiana Coordinator  
Indiana Department of Environmental  
Management

INDIANA DEPARTMENT OF  
NATURAL RESOURCES



Larry D. Macklin, Director

INDIANA DEPARTMENT OF  
ENVIRONMENTAL MANAGEMENT



John Hamilton, Commissioner



THE UNDERSIGNED DEFENDANTS enter into this Consent Decree in the matter of United States, et al. v. Indiana Department of Correction, et al. (N.D. Ind.).

FOR THE SETTLING DEFENDANT  
(Please type or print, except for  
signature line for Officer)

ACROMETAL PRODUCTS, INC.

Name of Settling Defendant

2600 NIAGARA LANE NORTH, PLYMOUTH, MN

Address

55447

(612) 553-7700

Telephone Number

ROBERT J. SILHACEK

Name of Officer

  
Signature of Officer

Secretary  
Title

If different from above, the following is the name and address of Settling Defendant's agent for service and the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

THE UNDERSIGNED DEFENDANTS enter into this Consent Decree in the matter of United States, et al. v. Indiana Department of Correction, et al. (N.D. Ind.).

FOR THE SETTLING DEFENDANT  
(Please type or print, except for  
signature line for Officer)

Ameritech Corporation

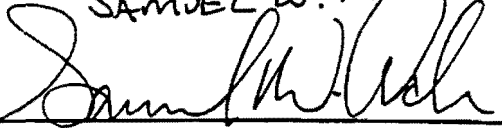
Name of Settling Defendant

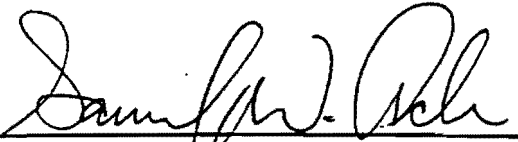
C/O Samuel W. Ach  
Ameritech  
225 W. Randolph, 27C  
Chicago, IL 60606

Address

312-727-4121

Telephone Number

SAMUEL W. Ach  
  
Name of ~~Officer~~ Authorized Representative

  
Signature of ~~Officer~~ Authorized Representative

Counsel

Title

If different from above, the following is the name and address of Settling Defendant's agent for service and the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

Attorney

\_\_\_\_\_  
Name

Samuel W. Ach  
\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

Ameritech  
225 W. Randolph, 27C  
Chicago, IL 60606  
\_\_\_\_\_  
Address

312/727-4121  
\_\_\_\_\_  
Telephone

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.

THE UNDERSIGNED DEFENDANTS enter into this Consent Decree in the matter of United States, et al v Indiana Department of Correction, et al (N.D. Ind.).

FOR THE SETTLING DEFENDANT

(Please type or print, except for  
signature line for Officer)

Sprague Devices, Inc., subsidiary of Echlin  
subsidiary of Dana Corporation

\_\_\_\_\_  
Name of Settling Defendant

P.O. Box 1000, Toledo, Ohio 43697

\_\_\_\_\_  
Address

(419) 535-4675

\_\_\_\_\_  
Telephone Number

Lisa A. Wurster

\_\_\_\_\_  
Name of Officer

*Lisa A. Wurster*

\_\_\_\_\_  
Signature of Officer

Legal Counsel

\_\_\_\_\_  
Title

If different from above, the following is the name and address of Settling Defendant's agent for service and the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

Attorney

\_\_\_\_\_  
Name

W. Richard Smith  
\_\_\_\_\_  
Name

Robinson & Cole  
One Commercial Plaza  
280 Trumbull Street  
Hartford, CT 06103-3597  
\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

860/275-8218  
\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Telephone

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.

THE UNDERSIGNED DEFENDANTS enter into this Consent Decree in the matter of United States, et al. v. Indiana Department of Correction, et al. (N.D. Ind.).

FOR THE SETTLING DEFENDANT  
(Please type or print, except for  
signature line for Officer)

Sullair Corporation

\_\_\_\_\_  
Name of Settling Defendant

3700 E. Michigan Blvd.  
Michigan City, IN 46360-9990

\_\_\_\_\_  
Address

219-879-5451

\_\_\_\_\_  
Telephone Number

William R. Coole

\_\_\_\_\_  
Name of Officer

*William R. Coole*

\_\_\_\_\_  
Signature of Officer

Assistant Secretary

\_\_\_\_\_  
Title

If different from above, the following is the name and address of Settling Defendant's agent for service and the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

Attorney

\_\_\_\_\_  
Name

Victoria Haines  
\_\_\_\_\_  
Name

Sundstrand Corp.  
4949 Harrison  
Rockford, IL 61108  
\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

815/226-6136  
\_\_\_\_\_  
Telephone

Telephone

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.

THE UNDERSIGNED DEFENDANTS enter into this Consent Decree in the matter of United States, et al v. Indiana Department of Correction, et al. (N.D. Ind.).

FOR THE SETTLING DEFENDANT  
(Please type or print, except for  
signature line for Officer)

Dwyer Instruments, Inc.

Name of Settling Defendant

102 Indiana Highway 212  
Michigan City, Indiana 46360

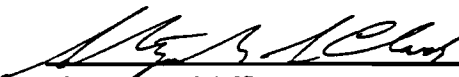
Address

(219) 879-8868

Telephone Number

Stephen S. Clark

Name of Officer



Signature of Officer

President

Title

If different from above, the following is the name and address of Settling Defendant's agent for service and the name and address of Settling Defendant's counsel. Counsel may act as agent for service.



Agent for Service

Attorney

\_\_\_\_\_  
Name

\_\_\_\_\_  
Phillip Straub

Name

Seyfarth, Shaw, Fairweather & Geraldson  
55 E. Monroe, Suite 4200  
Chicago, IL 60603-5803

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
312/364-8000

\_\_\_\_\_  
Telephone

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.

THE UNDERSIGNED DEFENDANTS enter into this Consent Decree in the matter of United States, et al. v. Indiana Department of Correction, et al. (N.D. Ind.).

FOR THE SETTLING DEFENDANT  
(Please type or print, except for  
signature line for Officer)

Gardner Denver, Inc.  
Name of Settling Defendant

1800 Gardner Expressway  
Address Quincy, Illinois 62301

217-222-5400  
Telephone Number

Helen W. Cornell  
Name of Officer

Helen W. Cornell  
Signature of Officer

Vice President, Corporate Secretary  
Title & Treasurer

If different from above, the following is the name and address of Settling Defendant's agent for service and the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

Attorney

\_\_\_\_\_  
Name

John Jacus  
\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

Davis Graham & Stubbs  
370 Seventeenth Street - Suite 4700  
Denver, CO 80202  
\_\_\_\_\_  
Address

303/892-7305  
\_\_\_\_\_  
Telephone

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.

THE UNDERSIGNED DEFENDANTS enter into this Consent Decree in the matter of United States, et al. v. Indiana Department of Correction, et al. (N.D. Ind.).

FOR THE SETTLING DEFENDANT  
(Please type or print, except for  
signature line for Officer)

Weil-McLain

\_\_\_\_\_  
Name of Settling Defendant

500 Blaine Street  
Michigan City, Indiana 46360

\_\_\_\_\_  
Address

(219) 879-6561

\_\_\_\_\_  
Telephone Number

Thomas O. May

\_\_\_\_\_  
Name of Officer

*Thomas O. May 3/5/99*  
\_\_\_\_\_  
Signature of Officer

President

\_\_\_\_\_  
Title

If different from above, the following is the name and address of Settling Defendant's agent for service and the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

Phillip R. Scaletta

---

Name

ICE MILLER DONADIO & RYAN  
One American Square  
Box 82001  
Indianapolis, IN 46282

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Address

Attorney

Phillip R. Scaletta

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Name

ICE MILLER DONADIO & RYAN  
One American Square  
Box 82001  
Indianapolis, IN 46282

---

Address

(317) 236-2330

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Telephone

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.

THE UNDERSIGNED DEFENDANTS enter into this Consent Decree in the matter of United States, et al. v. Indiana Department of Correction, et al. (N.D. Ind.).

FOR THE SETTLING DEFENDANT  
(Please type or print, except for  
signature line for Officer)

Ingersoll-Rand Company

\_\_\_\_\_  
Name of Settling Defendant

200 Chestnut Ridge Road  
Woodcliff Lake, NJ 07675

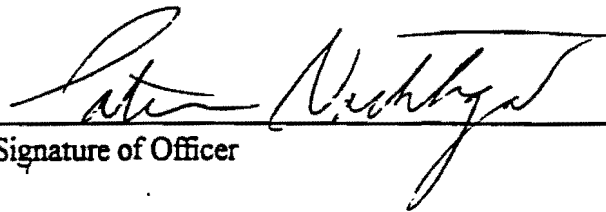
\_\_\_\_\_  
Address

201-573-0123

\_\_\_\_\_  
Telephone Number

Patricia Nachtigal

\_\_\_\_\_  
Name of Officer

  
\_\_\_\_\_  
Signature of Officer

Vice President & General Counsel

\_\_\_\_\_  
Title

If different from above, the following is the name and address of Settling Defendant's agent for service and the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

CT Corporation System

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Name

1633 Broadway  
New York, NY 10019

---

Address

Attorney

Aaron Kleinbaum, Esq.

---

Name Assistant Company Counsel  
& Environmental Counsel

Ingersoll-Rand Company  
200 Chestnut Ridge Road  
Woodcliff Lake, NJ 07675

---

Address

201-573-3233

---

Telephone

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FOR THE SETTLING DEFENDANT  
(Please type or print, except for  
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THE MICHIGAN CITY NEWS DISPATCH  
Name of Settling Defendant

121 WEST MICHIGAN BLVD  
MICHIGAN CITY IN 46360  
Address

(504) 575-8600  
Telephone Number

DAVID M. PAXTON  
Name of Officer

X   
Signature of Officer

VICE PRESIDENT  
Title

If different from above, the following is the name and address of Settling Defendant's agent for service and the name and address of Settling Defendant's counsel. Counsel may act as agent for service.



Agent for Service

Attorney

\_\_\_\_\_  
Name

LAURENCE A. MCHUGH  
Name

\_\_\_\_\_  
Address

BARNES & THORNBURG  
100 NORTH MICHIGAN ST  
Address SOUTH BEND, IN 46601

219-237-1191  
Telephone

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FOR THE SETTLING DEFENDANT

(Please type or print, except for signature line for Officer)

L-ON METAL PRODUCTS

Name of Settling Defendant

P.O. BOX 671 AUBURN IN

Address

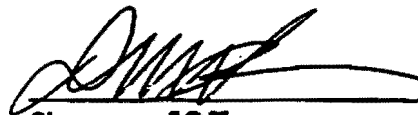
60507

630-892-8941

Telephone Number

DOUGLAS M. HARRISON

Name of Officer



Signature of Officer

V.P. FINANCE

Title

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**Agent for Service**

**Attorney**

\_\_\_\_\_  
**Name**

Patrick M. Kinnally  
**Name**

\_\_\_\_\_  
**Address**

8 E. Galena Blvd., Suite 202  
P.O. Box 5030  
Aurora, IL 60507  
**Address**

630-844-0056  
**Telephone**

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FOR THE SETTLING DEFENDANT  
(Please type or print, except for  
signature line for Officer)

Sears, Roebuck and Co.

Name of Settling Defendant

3333 Beverly Road  
Hoffman Estates, IL 60179

Address

847-286-2400

Telephone Number

Victoria S. Berghel

Name of Officer

Victoria S. Berghel

Signature of Officer

Assistant General Counsel  
— Real Estate

Title

If different from above, the following is the name and address of Settling Defendant's agent for service and the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

Attorney

CT Corp.

Jerome I. Maynard

Name

Name

1 North Capital Ave.  
Indianapolis, IN 46204

Dykema Gossett PLLC  
55 East Monroe Street, Suite 3050  
Chicago, IL 60603-5709

Address

Address

(312) 551-4911

Telephone

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FOR THE SETTLING DEFENDANT  
(Please type or print, except for  
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KAISER ALUMINUM & CHEMICAL CORPORATION

Name of Settling Defendant

6177 Sunol Boulevard  
Pleasanton, California 94566-7769

Address

(925) 462-1122

Telephone Number

Joseph A. Bonn

Name of Officer

  
Signature of Officer

Vice President

Title

If different from above, the following is the name and address of Settling Defendant's agent for service and the name and address of Settling Defendant's counsel. Counsel may act as agent for service.

Agent for Service

Attorney

\_\_\_\_\_  
Name

E. Bruce Butler  
Name Vice President and General Couns.

\_\_\_\_\_  
Address

6177 Sunol Boulevard  
Pleasanton, California 94566-7769  
Address

(925) 847-5790  
Telephone

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