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 FILED  
 U.S. DISTRICT COURT  
 CEDAR RAPIDS HOUSING OFFICE  
 NORTHERN DISTRICT OF IOWA

JAN 07 2005

By: \_\_\_\_\_ DEPUTY

IN THE UNITED STATES DISTRICT COURT  
 FOR THE NORTHERN DISTRICT OF IOWA  
 EASTERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

IOWA TURKEY PRODUCTS, INC.,

Defendant.

Civil Action No. C04-1045-LRR

CONSENT DECREE BETWEEN UNITED STATES OF AMERICA  
 AND IOWA TURKEY PRODUCTS, INC.

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90-5-1-1-080781,

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**WHEREAS, Plaintiff, the United States of America, on behalf of the U.S. Environmental Protection Agency ("EPA"), and on behalf of the U.S. Department of the Interior, U.S. Fish and Wildlife Service and the National Park Service, has filed a Complaint in this action concurrently with this Consent Decree alleging that Defendant, Iowa Turkey Products, Inc., has violated Sections 301 and 307 of the Federal Water Pollution Control Act, commonly referred to as the Clean Water Act ("CWA"), 33 U.S.C. §§ 1311 and 1317, Section 304(a) of the Emergency Planning and Community Right to Know Act ("EPCRA"), 42 U.S.C. § 11004(a), and Section 103(a) of the Comprehensive Environmental Response, Compensation, and Recovery Act ("CERCLA"), 42 U.S.C. § 9603(a), and is liable for damages for injury to, destruction of, or loss of Natural Resources.**

**Iowa Turkey Products, Inc. (hereafter "ITP" or "Defendant"), is a corporation organized and existing under the laws of the State of Iowa. At all times relevant here, ITP has owned and/or operated a turkey processing facility ("Facility") in the City of Postville, Iowa ("City"), and has discharged process wastewater from its Facility to the City's publicly owned treatment works ("POTW"), located within Section 33, Township 96N, Range 6W, Allamakee County, Postville, Iowa. The POTW discharges wastewater to an unnamed stream (sometimes called Hecker Creek), then to the Yellow River, both of which are waters of the United States. A fire at Defendant's Facility on or about December 20, 2003, caused severe damage to the Facility. Since the fire, ITP has not resumed, and does not expect to resume, any further turkey**

processing operations at this Facility. Subsequent to the fire in December 2003, ITP became a wholly owned subsidiary of Turkey Valley Farms.

In its Complaint, the United States, on behalf of the EPA, alleges that Defendant has contributed wastewater from its Facility to the City's POTW in violation of the requirements of Section 307 of the CWA, 33 U.S.C. § 1317. These violations include Defendant's failure to comply with the conditions and limitations of its Treatment Agreement, which is incorporated into a National Pollutant Discharge Elimination System ("NPDES") permit for the POTW, issued under Section 402 of the CWA, 33 U.S.C. § 1342. These violations also include Defendant's failure to comply with pretreatment standards, limitations and conditions, pursuant to Section 307 of the CWA, 33 U.S.C. § 1317, including the General Pretreatment Regulations at 40 C.F.R. § 403.5, which prohibit an industrial user ("IU"), such as Defendant, from introducing pollutants into a POTW that cause pass through or interference.

The United States further alleges that on or about December 20, 2003, there was a release of approximately 7500 pounds of anhydrous ammonia from Defendant's Facility into the air, and that Defendant failed to provide all appropriate and timely emergency notifications to state and federal officials as required by Section 304(a) of EPCRA, 42 U.S.C. § 11004(a), and Section 103(a) of CERCLA, 42 U.S.C. § 9603(a).

In its Complaint, the United States, on behalf of the U.S. Department of the Interior, U.S. Fish and Wildlife Service and the National Park Service, alleges that, on or about March 17, 2000, wastewater discharges from Defendant's Facility to the City's

POTW caused or contributed to a discharge from the POTW in violation of the City's NPDES Permit and the CWA that contributed to an aquatic life kill in the Yellow River ("March 2000 Discharge Event"). In addition to the Complaint violations described in the preceding paragraphs, the United States alleges that, pursuant to Section 107 of CERCLA, 42 U.S.C. § 9607; Section 311(f) of the CWA, 33 U.S.C. § 1321(f); and the Park System Resource Protection Act ("PSRPA"), 16 U.S.C. § 19j, the Defendant is liable for damages for injury to, destruction of, or loss of Natural Resources belonging to, managed by, held in trust by, controlled by or appertaining to the United States as trustee for those resources, including the cost of assessing such injury, resulting from the release of hazardous substances from the Defendant's Facility as a result of the March 2000 Discharge Event.

Pursuant to Executive Order 12580, and the National Contingency Plan, 40 C.F.R. Part 300, the President of the United States has delegated to the Department of the Interior, on behalf of the United States Fish and Wildlife Service and National Park Service, authority to act as trustee for Natural Resources that may have been, or in the future may be, injured by the release of hazardous substances at or from Iowa Turkey Products, Inc., and the City of Postville.

The Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and will avoid litigation between the Parties, is fair, reasonable, and in the public interest, and will

expedite restoration, replacement, or acquisition of the equivalent of the Natural Resources that the United States asserts have been injured, destroyed or lost.

NOW, THEREFORE, with the consent of the Parties, and without any admission of fact or law, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

**I. JURISDICTION AND VENUE**

1. This Court has jurisdiction over the subject matter of this action, pursuant to 28 U.S.C. §§ 1331, 1345, and 1355, and Section 309(b) of the CWA, 33 U.S.C. § 1319(b), Section 325(b) of EPCRA, 42 U.S.C. § 11045(b), and Section 109(c) of CERCLA, 42 U.S.C. § 9609(c), and over the Parties. Venue lies in the Northern District of Iowa pursuant to Section 309(b) of the CWA, 33 U.S.C. § 1319(b), Section 325(b)(3) of EPCRA, 42 U.S.C. § 11045(b)(3), Section 109(c) of CERCLA, 42 U.S.C. § 9609(c) and 28 U.S.C. §§ 1391(b) and 1395(a), because Defendant resides and is located in this judicial district and the violations alleged in the Complaint are alleged to have occurred in this judicial district. For purposes of this Consent Decree, or any action to enforce this Consent Decree, Defendant consents to the Court's jurisdiction over this Consent Decree or such action and over Defendant, and consents to venue in this judicial district.

2. For purposes of this Consent Decree, Defendant agrees that the Complaint states claims upon which relief may be granted pursuant to Sections 301, 307 and 311(f) of the CWA, 33 U.S.C. §§ 1311, 1317 and 1321(f), Section 304(a) of

EPCRA, 42 U.S.C. § 11004(a), Sections 103(a) and 107 of CERCLA, 42 U.S.C. §§ 9603(a) and 9607, and PSRPA, 16 U.S.C. § 191j.

3. Notice of the commencement of this action has been given to the State of Iowa ("State") pursuant to Section 309(b) of the CWA, 33 U.S.C. § 1319(b).

## **II. APPLICABILITY**

4. The obligations of this Consent Decree apply to and are binding upon the United States and upon Defendant and any successor or other entities or persons otherwise bound by law.

5. Any transfer of ownership or operation of the Facility to any other person prior to Termination of this Consent Decree pursuant to Section XIII must be conditioned upon the transferee's agreement to undertake the obligations required by this Consent Decree, as provided in a written agreement between Defendant and the proposed transferee, enforceable by the United States as a third-party beneficiary of such agreement. At least thirty days prior to such transfer, Defendant shall provide a copy of this Consent Decree to the proposed transferee and shall simultaneously provide written notice of the prospective transfer, together with a copy of the proposed written agreement, to EPA Region VII, the United States Attorney for the Northern District of Iowa, and the United States Department of Justice, in accordance with Section IX of this Consent Decree (Notices). Any attempt to transfer ownership or operation of the Facility without complying with this Paragraph constitutes a violation of this Consent Decree. No transfer of ownership or operation of the Facility, whether in



compliance with this Paragraph or otherwise, shall relieve Defendant of its obligation to ensure that the terms of the Consent Decree are implemented.

6. In any action to enforce this Consent Decree, Defendant shall not raise as a defense the failure by any of its officers, directors, employees, agents, successors, assigns, or contractors to take any actions necessary to comply with the provisions of this Consent Decree.

### **III. DEFINITIONS**

7. Terms used in this Consent Decree that are defined in the CWA, EPCRA, or CERCLA, or in regulations promulgated pursuant to the CWA, EPCRA, or CERCLA, shall have the meanings assigned to them in the statutes or such regulations, unless otherwise provided in this Consent Decree. Whenever the terms set forth below are used in this Consent Decree, the following definitions shall apply:

- a. "Consent Decree" or "Decree" shall mean this Decree;
- b. "Day" shall mean a calendar day unless expressly stated to be a business 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 business day;
- c. "Defendant" shall mean Iowa Turkey Products, Inc.;
- d. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States;

e. "Facility" shall mean Defendant's turkey processing plant located in Postville, Iowa, and any associated wastewater pretreatment equipment;

f. "IDNR" shall mean the Iowa Department of Natural Resources, which is the agency authorized to administer the NPDES program in Iowa under the provisions of Section 402(b) of the CWA, 33 U.S.C. § 1342(b);

g. "IU" or "IUs" shall mean Industrial User or Industrial Users, respectively, which for purposes of this Consent Decree shall refer to Iowa Turkey Products, Inc., and/or AgriProcessors, Inc.;

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

i. "Natural Resource Damages" shall mean any damages recoverable by the United States on behalf of the public, for injury to, destruction of, or loss or impairment of Natural Resources at the Site as a result of a release of hazardous substances, including but not limited to: (i) the costs of assessing such injury, destruction, or loss or impairment arising from or relating to such a release; (ii) the costs of restoration, rehabilitation, or replacement of injured or lost natural resources or of acquisition of equivalent resources; (iii) the costs of planning such restoration activities; (iv) compensation for injury, destruction, loss, impairment,

diminution in value, or loss of use of natural resources; and (v) each of the categories of recoverable damages described in 43 C.F.R. § 11.15;

j. "NPDES" shall mean the National Pollutant Discharge Elimination System authorized under Section 402 of the CWA, 33 U.S.C. § 1342;

k. "NRDAR Fund" shall mean the Department of the Interior's Natural Resource Damage Assessment and Restoration Fund;

l. "Paragraph" shall mean a portion of this Consent Decree identified by an arabic numeral;

m. "Parties" shall mean the United States and Defendant;

n. "POTW" shall mean a publicly owned treatment plant as defined at 40 C.F.R. § 403.3. For purposes of this Consent Decree, the City of Postville, Iowa's POTW is the industrial lagoon wastewater treatment plant;

o. "Section" shall mean a portion of this Consent Decree identified by a roman numeral;

p. "Site." The location of the Site begins at the City's outfall structure along the unnamed stream (sometimes called Hecker Creek) to the confluence of the Yellow River to Effigy Mounds National Park;

q. "State" shall mean the State of Iowa;

r. "Treatment Agreement" shall mean the Pretreatment agreement entered on IDNR Form 31 regarding terms and conditions for wastewater discharge and treatment between ITP and the City, as approved by IDNR on July 25, 1994, and .

incorporated into EPA NPDES Permit Number IA0037036 (Iowa NPDES Permit Number 0375002), as both have been subsequently amended; and

s. "United States" shall mean the United States of America, acting on behalf of EPA and the Department of the Interior.

#### **IV. CIVIL PENALTY**

8. Within thirty days after the Effective Date of this Consent Decree, Defendant shall pay the sum of \$80,000 as a civil penalty. Payment shall be made by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice in accordance with instructions to be provided to Defendant by the Financial Litigation Unit of the U.S. Attorney's Office for the Northern District of Iowa within 15 days following lodging of the Consent Decree. Any payments received by the United States after 4:00 p.m. Eastern Time shall be credited on the next business day. At the time of payment, Defendant shall simultaneously send written notice of payment and a copy of any transmittal documentation, which should reference DOJ case number 90-5-1-1-0878/1, to the United States and EPA in accordance with Section IX of this Consent Decree (Notices).

9. Defendant shall not deduct the civil penalty paid under this Section in calculating its federal income tax.

10. If Defendant fails to pay the civil penalties required to be paid under Section IV of this Consent Decree (Civil Penalty) when due, interest shall accrue on any amounts overdue to the United States under the terms of this Consent Decree at the

rate established by the Secretary of the Treasury, pursuant to 28 U.S.C. §1961.

Interest is to be paid from the date said payment is due until all amounts owed are paid.

Late payment of the civil penalty shall be made in accordance with Section IV,

Paragraph 8, above. All transmittal correspondence shall state that any such payment is for late payment of the civil penalty due under this Consent Decree and shall include the identifying information set forth in Paragraph 8, above.

#### **V. COMPLIANCE REQUIREMENTS**

11. Defendant shall comply with the CWA, 33 U.S.C. § 1251, *et seq.*, with regulations promulgated thereunder, and with the terms, conditions and requirements of applicable NPDES permits and Pretreatment requirements with respect to the Facility, including, but not limited to EPA NPDES Permit Number IA0037036 (Iowa NPDES Permit Number 0375002), as amended, and the Treatment Agreement for Defendant's Facility attached thereto, as amended, and with the emergency notification and reporting requirements EPCRA, 42 U.S.C. § 11001, *et seq.*, and Section 103(a) of CERCLA, 42 U.S.C. § 9403(a).

#### **VI. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS**

12. Subject to Paragraph 22 below, this Consent Decree resolves the civil claims for the violations alleged in the Complaint filed by the United States in this action through the date of lodging.

13. This Consent Decree shall not be construed to prevent or limit the rights of the United States to obtain penalties or injunctive relief under the CWA, EPCRA and

**CERCLA, or implementing regulations, or under other federal or state laws, regulations, or permit conditions, except as expressly specified in Paragraph 12 above.**

**14. Defendant is responsible for achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations, and permits; and Defendant's compliance with this Consent Decree shall be no defense to any action commenced pursuant to said laws, regulations, or permits. This Consent Decree is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. The United States does not, by its consent to the entry of this Consent Decree, warrant or aver in any manner that Defendant's compliance with any aspect of this Consent Decree will result in compliance with provisions of the CWA, 33 U.S.C. § 1251, et seq., EPCRA, 42 U.S.C. § 11001, et seq., and Section 103(a) of CERCLA, 42 U.S.C. § 9403(a).**

**15. This Consent Decree does not limit or affect the rights of Defendant or of the United States against any third parties, not party to this Consent Decree, nor does it limit the rights of third parties, not party to this Consent Decree, against Defendant, except as otherwise provided by law.**

**16. This Consent Decree shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Consent Decree.**

17. The United States reserves all legal and equitable remedies available to enforce the provisions of this Consent Decree, except as expressly stated herein. The United States further reserves all legal and equitable remedies to address any imminent and substantial endangerment to the public health or welfare or the environment arising at, or posed by, Defendant's Facility, whether related to the violations addressed in this Consent Decree or otherwise.

#### **VII. NATURAL RESOURCE DAMAGES CLAIMS**

18. **Compensatory Restoration Damages and Past Assessment Costs.**

Within thirty days after the Effective Date of this Consent Decree, Defendant shall pay the sum of \$20,000 to the Natural Resource Damage Assessment and Restoration Fund ("NRDAR Fund") for restoration project(s) to compensate the public for lost ecological services claimed as a result of injured Natural Resources in the Yellow River area due to the March 2000 Discharge Event. The U.S. Department of the Interior, Fish & Wildlife Service and the National Park Service, will use the restoration project funds to restore, replace, or acquire the equivalent of resources and/or their services claimed injured by the March 2000 Discharge Event.

19. The NRDAR Fund payment under this section shall be made via electronic funds transfer in accordance with instructions to be provided to Defendant by the Financial Litigation Unit of the U.S. Attorney's Office for the Northern District of Iowa within 15 days following lodging of the Consent Decree. Any payments received by the United States after 4:00 p.m. Eastern Time shall be credited on the next business day.

Such monies are to be deposited in the NRDAR Fund, referencing account number 14X5198 (NRDAR), the Site name, the location of the Site, and the paying party.

Copies of the electronic funds transfer and transmittal letter, which shall reference the Department of Justice case number 90-5-1-1-08078/1, shall simultaneously be mailed, via first class mail to:

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

and to the United States and the U.S. Department of the Interior in accordance with Section IX of this Consent Decree (Notices).

20. If Defendant fails to pay the sums required to be paid to the United States under this section when due, interest shall accrue on any amounts overdue to the United States under the terms of this Consent Decree at the rate established by the Secretary of the Treasury, pursuant to 28 U.S.C. §1961. Interest is to be paid from the date said payment is due until all amounts owed are paid. Late payment shall be made in accordance with Paragraph 19 above. All transmittal correspondence shall state that any such payment is for late payment of the sums due for Natural Resource Damages under this Consent Decree, and shall include the identifying information set forth in Paragraph 19 above.

21. Covenant Not to Sue. Except as specifically provided in Paragraph 22 below, the United States covenants not to sue the Defendant for Natural Resource



Damages, pursuant to Section 107 of CERCLA, 42 U.S.C. § 9607; Section 311(f) of the CWA, 33 U.S.C. § 1321(f); and PSRPA, 16 U.S.C. § 1911, as a result of injuries caused by the March 2000 Discharge Event. This covenant not to sue shall take effect upon receipt of the Defendant's payment pursuant to Paragraph 19 of this Consent Decree. This covenant not to sue extends only to the Defendant and does not extend to any other person.

22. Reservation of Rights. Notwithstanding any other provisions of this Consent Decree, the United States reserves the right to institute proceedings against the Defendant in this action or in a new action seeking recovery of Natural Resource Damages resulting from the March 2000 Discharge Event, based on (1) conditions with respect to the Site, unknown to the United States as of the date of lodging of this Consent Decree, that result in releases of hazardous substances that contribute to injury to, destruction of, or loss of Natural Resources ("Unknown Conditions"); or (2) information received by the United States after the date of lodging of this Consent Decree which indicates that there is injury to, destruction of, or loss of Natural Resources of a type that was unknown to the United States as of the date of lodging of this Consent Decree ("New Information"). For purposes of this Paragraph only, an increase solely in the United States' assessment of the magnitude of a known injury to, destruction of, or loss of Natural Resources at the Site shall not be considered Unknown Conditions or New Information.

**VIII. COSTS**

23. The Parties shall bear their own costs of this action, including attorneys' fees, except that the United States shall be entitled to collect the costs (including attorneys' fees) incurred in any action necessary to collect any portion of the civil penalty due but not paid by Defendant.

**IX. NOTICES**

24. Unless otherwise specified herein, whenever notifications, submissions, or communications are required by this Consent Decree, they shall be made in writing and addressed as follows:

**To the United States:**

Chief, Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
Box 7611 Ben Franklin Station  
Washington, D.C. 20044-7611  
Re: DOJ No. 90-5-1-1-08078/1

and

Robert M. Butler  
United States Attorney's Office  
P.O. Box 74950  
Cedar Rapids, IA 52407-4950

**To EPA:**

Patricia Gillispie Miller  
Office of Regional Counsel  
U.S. Environmental Protection Agency  
Region VII  
901 N. 5th Street  
Kansas City, KS 66101

**To the U.S. Department of Interior**

Richard C. Nelson  
Field Supervisor  
U.S. Fish & Wildlife Service  
Rock Island Field Office  
4469 48<sup>th</sup> Ave. Ct.  
Rock Island, IL 61202

**To Defendant:**

Richard A. Peterson  
President, Iowa Turkey Products  
31643 County 24 Blvd.  
Cannon Falls, MN 55009

25. Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided above.

26. Notices submitted pursuant to this Section shall be deemed submitted upon mailing, unless otherwise provided in this Consent Decree or by mutual agreement of the Parties in writing.

**X. EFFECTIVE DATE**

27. The Effective Date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court.

**XI. RETENTION OF JURISDICTION**

28. The Court shall retain jurisdiction over this case until termination of this Consent Decree, for the purpose of resolving disputes arising under this Consent Decree or entering orders modifying this Consent Decree, pursuant to Section XII, or effectuating or enforcing compliance with the terms of this Consent Decree.

**XII. MODIFICATION**

29. The terms of this Consent Decree may be modified only by a subsequent written agreement signed by all the Parties. Where the modification constitutes a material change to any term of this Consent Decree, it shall be effective only upon approval by the Court.

**XIII. TERMINATION**

30. After Defendant has paid the civil penalties and funds for Natural Resource Damages claims as required by this Consent Decree, Defendant may serve upon the United States a Request for Termination, stating that Defendant has satisfied those requirements, together with all necessary supporting documentation.

31. Following receipt by the United States of Defendant's Request for Termination, the United States shall determine whether Defendant has satisfactorily complied with the requirements for termination of this Consent Decree. If the United States agrees that the Consent Decree may be terminated, the Parties shall submit, for the Court's approval, a joint stipulation terminating the Consent Decree.

**XIV. PUBLIC PARTICIPATION**

32. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations indicating that the

Consent Decree is inappropriate, improper, or inadequate. Defendant consents to entry of this Consent Decree without further notice.

#### **XV. SIGNATORIES/SERVICE**

33. Each signatory to this Consent Decree 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 the Party he or she represents to this document.

34. This Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis.

35. Defendant agrees not to oppose entry of this Consent Decree by the Court or to challenge any provision of the Consent Decree, unless the United States has notified Defendant in writing that it no longer supports entry of the Consent Decree.

36. Defendant agrees to accept service of process by mail with respect to all matters arising under or relating to this Consent Decree 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.

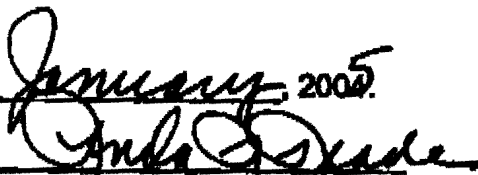
#### **XVI. INTEGRATION**

37. This Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Consent Decree and supersedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein. No other document, nor any representation, inducement, agreement, understanding, or

promise, constitutes any part of this Consent Decree or the settlement it represents, nor shall it be used in construing the terms of this Consent Decree.


**XVII. FINAL JUDGMENT**

38. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment of the Court as to the United States and Defendant.

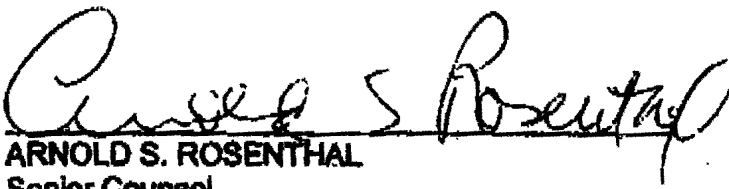
Dated and entered this 7 day of January, 2005.  
  
UNITED STATES DISTRICT JUDGE  
Northern District of Iowa 1-7-05

FOR PLAINTIFF UNITED STATES OF AMERICA:

Date: 11/12/04

  
CATHERINE R. MCCABE  
Deputy Section Chief  
Environmental and Natural Resources Division  
Environmental Enforcement Section  
United States Department of Justice  
Box 7611 Ben Franklin Station  
Washington, D.C. 20044

Date: 11/12/04

  
ARNOLD S. ROSENTHAL  
Senior Counsel  
Environmental Enforcement Section  
Environmental and Natural Resources Division  
United States Department of Justice  
Box 7611 Ben Franklin Station  
Washington, D.C. 20044  
Telephone: (202) 514-3446  
Fax: (202) 616-2427  
[Arnold.Rosenthal@usdoj.gov](mailto:Arnold.Rosenthal@usdoj.gov)

FOR PLAINTIFF UNITED STATES OF AMERICA:

CHARLES W. LARSON, SR.  
United States Attorney  
Northern District of Iowa

By:

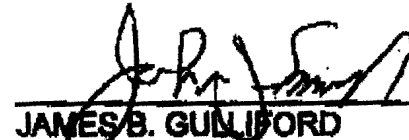
Date: 15 Nov 2004

Robert M. Butler  
ROBERT M. BUTLER  
Assistant United States Attorney  
Northern District of Iowa  
P.O. Box 74950  
Cedar Rapids, IA 52407-4950  
Telephone: (319) 363-6333  
Fax: (319) 363-1990  
Bob.Butler@usdoj.gov




FOR PLAINTIFF U.S. ENVIRONMENTAL PROTECTION AGENCY, REGION 7:

Date: 11/10/04

*for*   
JAMES B. GULLIFORD  
Regional Administrator  
U.S. Environmental Protection Agency, Region 7  
901 N. 5<sup>th</sup> Street  
Kansas City, Kansas 66101

Date: November 17, 2004

  
PATRICIA GILLISPIE MILLER  
Senior Assistant Regional Counsel  
U.S. Environmental Protection Agency, Region 7  
901 N. 5<sup>th</sup> Street  
Kansas City, Kansas 66101

## FOR THE U.S. ENVIRONMENTAL PROTECTION AGENCY:

Date:

11/12/04*Mark  
Pellmar for*  
THOMAS V. SKINNER

Acting Assistant Administrator  
Office of Enforcement and Compliance Assurance  
U.S. Environmental Protection Agency  
Ariel Rios Building  
1200 Pennsylvania Ave., N.W.  
Washington, D.C. 20460

Date:

11/10/04

LAURIE DUBRIEL

Office of Enforcement and Compliance Assurance  
U.S. Environmental Protection Agency  
Ariel Rios Building  
1200 Pennsylvania Ave., N.W.  
Washington, D.C. 20460

**FOR PLAINTIFF THE U.S. DEPARTMENT OF THE INTERIOR:**

**ROBYN THORSON  
Regional Director  
Great Lakes-Big Rivers Region  
U.S. Fish & Wildlife Service**

FOR DEFENDANT IOWA TURKEY PRODUCTS, INC.:

Date: 11/10/04

Richard A. Peterson  
RICHARD A. PETERSON  
President, Iowa Turkey Products  
31649 County 24 Blvd.  
Cannon Falls, MN 56009

Agent Authorized to Accept Service on Behalf of Iowa Turkey Products, Inc., Relating to  
this Consent Decree:

Name: Charles F. Becker  
Address: Belin Lanson McCormick Zumbach Flynn, P.C.  
666 Walnut Street, Suite 2000  
Des Moines, IA 50309

Phone Number: (515) 283-4600

Email: [cfbecker@belinlaw.com](mailto:cfbecker@belinlaw.com)

2004 NOV 25 10:00 AM  
U.S. DISTRICT COURT  
NORTH DISTRICT OF IOWA  
DES MOINES, IOWA