

Kummer CD

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA

UNITED STATES OF AMERICA,

Plaintiff,

v.

CORE CRAFT, INC.; AMERICAN
LINEN SUPPLY CO.; NORTHWOOD
PANELBOARD COMPANY;
SUPERWOOD CORPORATION;
CITY OF BEMIDJI, MINNESOTA;
AND BEMIDJI STATE UNIVERSITY,

Defendants.

CIVIL ACTION NO. Cv 3-93-602

JUDGE

CONSENT DECREE

Received & Lodged
9-10-93
JUDGE
DEPUTY CLERK'S INITIALS

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA

UNITED STATES OF AMERICA,

Plaintiff,

v.

CORE CRAFT, INC.; AMERICAN
LINEN SUPPLY CO.; NORTHWOOD
PANELBOARD COMPANY;
SUPERWOOD CORPORATION;
CITY OF BEMIDJI, MINNESOTA;
AND BEMIDJI STATE UNIVERSITY,

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I. BACKGROUND

WHEREAS,

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint in this matter pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9607, as amended ("CERCLA").

B. The United States in its complaint asserts claims ~~against~~ defendants for reimbursement of response costs incurred and to be incurred by EPA and the Department of Justice in responding to the release or threatened release of hazardous substances at the Kummer Sanitary Landfill Site in Northern Township, Beltrami County, Minnesota ("the Site").

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

D. The response actions selected by EPA for this Site are divided into three operable units. A Record of Decision ("ROD") for the first operable unit provided for an extension of the City of Bemidji's public water supply to serve an area affected by contaminated groundwater below and adjacent to the landfill. The ROD for the second operable unit provided for installation of a landfill cover system and monitoring. The third and final

operable unit ROD selected groundwater extraction and treatment. Design and construction of operable units one and two have been completed. Design and construction of the groundwater extraction and treatment system, however, is currently ongoing. The present value of the total past and projected EPA response costs related to the Site, according to EPA estimates based upon currently available information, is approximately ten million dollars (\$10,000,000).

E. The United States and the Settling Defendants agree and this Court, by entering this Decree, finds that settlement of this matter will avoid prolonged and complicated litigation and that this Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the parties to this Decree, it is ORDERED, ADJUDGED, AND DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 9607 and 9613(b). This Court also has personal jurisdiction over the Settling Defendants. The complaint of the United States states a claim upon which relief may be granted. Solely for the purposes of this Consent Decree 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 the terms of this Consent Decree

or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree is binding upon the United States and upon 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 Consent Decree. Until this Consent Decree is terminated, each Settling Defendant agrees to provide its successors and assigns written notice of this Consent Decree and to provide to EPA, in accordance with Section X of this Decree, notice of such successorship or assignment.

IV. DEFINITIONS

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

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

"Consent Decree" shall mean this Decree and the attached Appendices.

"Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or Federal Holiday, the period shall run until the close of business of the next working day.

"EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

"National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, including, but not limited to, any amendments thereto.

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

"Natural Resource Damages" shall mean damages under Section 107 of CERCLA for injury to, destruction of, or loss of any and all Natural Resources, including the loss of assessing such injury, destruction or loss of natural resources, relating to the Kummer Sanitary Landfill Site.

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

"Parties" shall mean the United States and each and every Settling Defendant.

"Plaintiff" shall mean the United States.

"Record of Decision" or "ROD" shall mean each of the Records of Decision relating to the three operable units at the Kummer Sanitary Landfill site, including the Record of Decision signed on June 12, 1985 for operable unit one, the Record of Decision signed on September 30, 1988 for operable unit two, and the Record of Decision signed on September 29, 1990 and any amendments thereto for operable unit three, attached hereto as Appendices 1,2 and 3, respectively, and made a part hereof.

"Remedial Action" means the design, construction and implementation of the tasks described in the RODs for operable units 1, 2 and 3, excluding maintenance of operable unit 2. The following are the major components of Remedial Action for each of the operable units: 1) for operable unit 1, construction of an alternate water supply, including a well modification and a distribution system; 2) for operable unit 2, site grading and consolidation of waste material; placement of a sloping foundation layer of existing and proposed natural soil fill; capping with a cover system consisting of a gas control layer, a barrier layer, and a drainage layer; placement of a topsoil, cover soil, and vegetation layer to provide protection of the drainage and barrier layers; and fence installation; and 3) for operable unit 3, groundwater remediation, as set forth in the ROD.

"Response Costs" shall mean all costs, including but not limited to direct and indirect costs together with accrued interest, that the United States has incurred or shall incur,

pursuant to 42 U.S.C. §§ 9601, et seq, at or in connection with the Site in selecting, implementing or overseeing implementation of the Remedial Action, or for study or implementation of bioremediation as an alternative to the remedy selected in the ROD for operable unit 3.

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

"Settling Defendants" shall mean each of the following persons that signs this Consent Decree: American Linen Supply Co., Northwood Panelboard Company, Superwood Corporation, Core Craft, Inc., City of Bemidji and Bemidji State University.

"Site" shall mean the Kummer Sanitary Landfill Superfund site, encompassing approximately 40 acres and described as the West Half of the Northeast Quarter (W 1/2 of NE 1/4), Section Thirty-Two (32), Township One-Hundred-Forty-Seven (147) North, Range Thirty-Three (33) West, Beltrami County, Minnesota; and including the landfill property and properties containing contaminants that emanate from past operations at the Kummer Sanitary Landfill.

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

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

V. GENERAL PROVISIONS

4. Objectives of the Parties

The objectives of the Parties in entering into this Consent Decree is to reimburse Response Costs of the Plaintiff and to resolve the United States' claims against the Settling Defendants, as set forth in the Complaint.

5. Commitments by Settling Defendants

A. Settling Defendants shall reimburse the United States for Response Costs and Natural Resource Damages as provided in Section VI of this Consent Decree.

B. The obligations of American Linen Supply Co., Northwood Panelboard Company and Superwood Corporation to pay amounts owed the United States under this Consent Decree are joint and several. In the event of the insolvency or other failure of any one or more of these three Settling Defendants to implement the requirements of this Consent Decree, the remaining of these three Settling Defendants shall complete all such requirements.

VI. REIMBURSEMENT OF RESPONSE COSTS AND NATURAL RESOURCE DAMAGES

6. Payment and Interest

Settling Defendants shall pay the amounts specified below, in the time period and manner specified below to the United States.

A. American Linen Supply Co., Northwood Panelboard Company and Superwood Corporation, jointly, shall pay a total sum of two-million-five-hundred-thousand dollars

(\$2,500,000.00) within thirty (30) days of the effective date of this Consent Decree.

B. Bemidji State University shall pay two-million-two-hundred-thousand-dollars (\$2,200,000.00) within thirty (30) days of the effective date of this Consent Decree.

C. City of Bemidji shall pay one-hundred-seventy-seven-thousand-dollars (\$177,000.00) within thirty (30) days of the effective date of this Consent Decree. City of Bemidji shall pay an additional two-hundred-twenty-five-thousand-dollars (\$225,000.00) over a four-year period, in annual installments beginning on the first business day of each year following entry of this Consent Decree, of fifty-six-thousand-two-hundred-fifty dollars (\$56,250.00) each, plus interest. Interest on the declining principal balance shall begin to accrue thirty (30) days after the effective date of this Consent Decree, at the rate provided in 28 U.S.C. § 1961(a). City of Bemidji may elect to pre-pay all or any portion of the amount due.

D. Core Craft, Inc. shall pay two-thousand dollars (\$2,000.00) within thirty (30) days of the effective date of this Consent Decree. Core Craft, Inc. shall pay an additional eight-thousand dollars (\$8,000.00) over a four-year period, in annual installments beginning on the first business day of each year following entry of this Consent Decree, of two-thousand dollars (\$2,000.00) each, plus interest. Interest on the declining principal balance shall begin to accrue thirty (30) days after the effective date of this Consent Decree, at the rate

provided in 28 U.S.C. § 1961(a). Core Craft, Inc. may elect to pre-pay all or any portion of the amount due.

7. All payments referred to in the preceding paragraph shall be made by Electronic Funds Transfer ("EFT" or wire transfer) to the U.S. Department of Justice lockbox bank, referencing CERCLA 05/R8 and the U.S.A.O. file number 9300087. Payment shall be made in accordance with instructions provided by the Plaintiff to the Settling Defendants upon execution of the Consent Decree. Any EFTs received at the U.S. Department of Justice lockbox bank after 11:00 a.m. (Eastern Time) will be credited on the next business day.

8. Within thirty (30) days of the effective date of this Consent Decree, the Settling Defendants shall collectively pay twenty-two thousand dollars (\$22,000) to the United States Fish and Wildlife Service as reimbursement for damages to natural resources as the result of releases and threats of release of hazardous substances addressed in operable units 1, 2, and 3 of EPA's remedy for the Site and in connection with the performance of the remedial action with respect to operable units 1 and 2 at the Site. Such payment shall be in the form of a certified check made payable to the United States Fish and Wildlife Service and shall reference the Kummer Sanitary Landfill Site and Account 14x1618. The check shall be forwarded to the following:

Chief, Division of Finance
United States Fish and Wildlife Service
4401 North Fairfax Dr.
Room 380
Arlington, VA 22203

9. Any payment to be made under this Consent Decree which remains unpaid after the deadlines set forth in Paragraphs 6 and 8 shall be assessed interest from the date upon which such payment was due at the rate provided in 28 U.S.C. § 1961(a), and such interest shall be compounded each federal fiscal year.

10. If any payment required pursuant to this Consent Decree is not made in a timely fashion and the United States brings an action against any Settling Defendant to collect any amounts due under this Consent Decree, such Settling Defendant shall reimburse the United States for all costs of such action, including but not limited to, attorney's fees.

11. Receipt of payments made under Paragraphs 9 and 10 of this Section shall not preclude any other remedies or sanctions available to Plaintiff, including, but not limited to, a civil penalty of up to twenty-five thousand dollars (\$25,000.00) per day, pursuant to Section 122(1) of CERCLA, 42 U.S.C. § 9622(1), for Settling Defendants' failure to make timely payments under this Section.

12. All amounts owed to the United States pursuant to Paragraphs 9, 10, or 11 shall be due and payable within thirty (30) days of the owing Settling Defendant's receipt from EPA of a demand for payment of such. All payments shall be made in the manner described in Paragraphs 7 and/or 8, whichever applies.

VII. COVENANTS NOT TO SUE BY PLAINTIFF

13. In consideration of the payments that will be made by the Settling Defendants under the terms of the Consent Decree,

and except as specifically provided in Paragraphs 14, 15 and 17, the United States covenants not to sue or to take administrative action against Settling Defendants pursuant to Sections 106 and 107(a) of CERCLA or Section 7003 of RCRA for matters relating to the Site, including Response Costs and Natural Resource Damages. Except with respect to future liability and Natural Resource Damages, these covenants not to sue shall take effect upon timely receipt by EPA of the first payment required by Paragraph 6 of Section VI (Reimbursement of Response Costs), but shall be conditioned on timely receipt of each payment required under this Consent Decree. EPA agrees to issue a remedial action report documenting its completion of Remedial Action. With respect to future liability, these covenants not to sue shall take effect upon EPA's issuance of such report, which EPA will use best efforts to complete on a reasonable and timely basis. With respect to Natural Resource Damages, the covenant not to sue shall take effect upon timely receipt by the United States Fish and Wildlife Service of the payment required in Paragraph 8 of Section VI (Reimbursement of Response Costs). These covenants not to sue are individual and conditioned upon the complete and satisfactory performance by each Settling Defendant of its obligations under this Consent Decree. The obligations of American Linen Supply Co., Northwood Panelboard Company and Superwood Corporation are joint and several, as set forth in ¶ V.5.B. These covenants not to sue extend only to the Settling Defendants and do not extend to any other person.

14. General reservations of rights. The covenants not to sue set forth above do not pertain to any matters other than those expressly specified in Paragraph 13. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendants with respect to all other matters, including but not limited to, the following:

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

(2) liability arising from the past, present, or future disposal, release, or threat of release of Waste Materials outside of the Site; and

(3) criminal liability.

15. Notwithstanding any other provision of this Consent Decree, the United States reserves the right to institute civil judicial or administrative action to seek injunctive relief or reimbursement of response costs relating to the Site in the event that:

a) conditions at the Site, previously unknown to EPA, are discovered, or

b) information, previously unknown to EPA, is received in whole or in part,

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

16. For purposes of Paragraph 15, the information and the conditions known to EPA shall include only that information and

those conditions set forth in the Records of Decision for operable units 1, 2, and 3 for the Site and the administrative record supporting these Records of Decision.

17. (1) Reservations concerning Natural Resource Damages.

Notwithstanding any other provision of this Decree, the United States, on behalf of its natural resource trustees, reserves the right to institute proceedings against Settling Defendants in this action or in a new action seeking recovery of Natural Resource Damages, based on conditions or information unknown to the Department of Interior as of the date of lodging of this Consent Decree.

(2) For purposes of Paragraph 17(1), the information or conditions known to the Department of Interior shall include only that information and those conditions set forth in the EPA's Records of Decision for operable units 1, 2, and 3, and the administrative record supporting those Records of Decision, and shall also include information and conditions relating to the effects of construction of the remedial action for operable units 1 and 2, including construction of the road to facilitate the implementation of the remedial action for operable unit 2.

VIII. COVENANTS BY SETTLING DEFENDANTS

18. Except as provided below, Settling Defendants hereby covenant not to sue and agree not to assert any claims or causes of action against the United States or each other with respect to the Site or this Consent Decree, including, but not limited to, any direct or indirect claim for reimbursement from the Hazardous

Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through CERCLA §§ 106(b)(2), 111, 112 or 113, or any other provision of law, any claim against the United States, including any department, agency, or instrumentality of the United States under CERCLA Sections 107 or 113 related to the Site, or any claims arising out of response activities at the Site. If after this Consent Decree is lodged EPA issues Settling Defendants an order pursuant to Section 106(a) of CERCLA directing them to undertake further response actions at the Site, the Settling Defendants reserve the right to comply with such order and file a petition pursuant to Section 106(b) of CERCLA for reimbursement of any costs they may have incurred in complying with the order. Nothing in this Consent Decree shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

IX. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION

19. 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. 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.

20. With regard to claims for contribution against Settling Defendants for matters addressed in this Consent Decree, the Parties hereto agree that, upon entry of this Consent Decree, Settling Defendants are entitled to such protection from contribution actions or claims as is provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2). Contribution protection shall not be afforded to any Settling Defendant that fails to perform its obligations under this Consent Decree.

21. Settling Defendants agree that, with respect to any suit or claim for contribution brought by them for matters related to this Consent Decree, they will notify the United States in writing no later than sixty (60) days prior to the initiation of such suit or claim. Settling Defendants also agree that, with respect to any suit or claim for contribution brought against them for matters related to this Consent Decree, they will notify in writing the United States within ten (10) days of service of the complaint on them. In addition, Settling Defendants shall notify the United States within ten (10) days of service or receipt of any Motion for Summary Judgment and within ten (10) days of receipt of any order from a court setting a case for trial for matters related to this Consent Decree.

22. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, Natural Resource Damages, or other appropriate relief relating to the Site, Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the

principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue set forth in Section VII (Covenants not to Sue by Plaintiff). The Settling Defendants reserve all other rights and defenses available to them in any action brought by the United States pursuant to §§ 14 or 15, or in a new action related to the Site.

X. NOTICES AND SUBMISSIONS

23. Whenever, under the terms of this Consent Decree, written notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA and the Settling Defendants, respectively.

As to the United States

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Ben Franklin Station
Washington, D.C. 20044
Re: DOJ No. 90-11-2-604

As to EPA:

Chief, Solid Waste and Emergency Response Branch
Office of Regional Counsel
U.S. EPA, Region 5
77 West Jackson Blvd.
Chicago, Illinois 60604-3590
Re: CERCLA 05/R8

As to DOI:

Associate Solicitor
Office of the Solicitor
U.S. Department of the Interior
18th and C Sts., N.W.
Washington, D.C. 20240

As to American Linen Supply Company

American Linen Supply Company
Attention: Bernard P. Berry, Jr.
47 South Ninth Street
Minneapolis, MN 55402

Leonard, Street and Deinard
Attention: Byron E. Starns, Esq.
Suite 2300, 150 South Fifth Street
Minneapolis, MN 55402

As to Superwood Corporation

Law Department
Georgia-Pacific Corporation
Attention: Andrew F. Hodges, Esq.
133 Peachtree Street, N.E.
Atlanta, GA 30303

Pophaim Haik
Attention: Gary P. Gengel II, Esq.
Suite 3300, 222 South Ninth Street
Minneapolis, MN 55402

As to Northwood Panelboard Company

Thompson, Hine & Flory
Attention: Jill A. Weller, Esq.
Suite 1400, 312 Walnut Street
Cincinnati, OH 45202

Bruce S. Grebe
Vice-President - U.S. Operations
Northwood Panelboard Company
Route 1, Box 123
Solway, MN 56678

As to City of Bemidji

City Hall
Attention: Alan R. Felix, Esq.
401 Minnesota Ave.
P.O. Box 430
Bemidji, MN 56601-0430

Briggs & Morgan
Attention: Timothy E. Marx, Esq.
First National Bank Building
W-2200
St. Paul, MN 56601

As to Bemidji State University

State University System
Attention: Vice Chancellor Ed McMahon
230 Park Office Building
555 Park Street
St. Paul, MN 55103

Oppenheimer, Wolff & Donnelly
Attention: Kathleen M. Mahoney, Esq.
Suite 1700, First Bank Building
St. Paul, MN 55101

As to Core Craft, Inc.

Thomas D'Albani, Esq.
205 7th Street
Bemidji, MN 56601

Core Craft, Inc.
Attention: Gerald L. Swenson, President
P.O. Box 249
Bemidji, MN 56601

XI. RETENTION OF RECORDS

24. Until six (6) years after the entry of this Consent Decree, each Settling Defendant shall preserve and retain all records and documents now in its possession or control or which come into its possession or control that relate in any manner to response actions conducted and to be conducted at the Site, regardless of any corporate retention policy to the contrary.

25. At the conclusion of this document retention period, Settling Defendants shall notify the United States at least ninety (90) days prior to the destruction of any such records or documents, and, upon request by the United States, Settling Defendants shall deliver any such records or documents to the EPA. Settling Defendants may assert that certain documents, records, and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Defendants assert such a privilege, they shall provide the Plaintiff with the following non-privileged information: (1) notification of the existence of privileged documents; (2) the title of the document, record, or information; (3) the date of the document, record, or information; (4) the name and title of the author of the document, record, or information; (5) the name and title of each addressee and recipient; (6) a description of the subject of the document, record, or information; and (7) the privilege asserted. However, no documents, reports, or other information created or generated pursuant to the requirements of the Consent Decree shall be withheld on the grounds that they are privileged.

26. Each Settling Defendant hereby certifies, individually, that it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents, or other information relating to its potential liability regarding the Site since notification of potential liability by the United States or the filing of suit against it regarding the Site and

that it has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA and Section 3007 of RCRA.

XII. EFFECTIVE DATE

27. This Decree shall be effective upon the date of its entry by the Court.

XIII. RETENTION OF JURISDICTION

28. This Court shall retain jurisdiction of this matter for the purpose of enforcing the terms of this Consent Decree.

XIV. APPENDICES

29. The following appendices are attached to and incorporated into this Consent Decree: "Appendix A" is the Record of Decision for operable unit one; "Appendix B" is the Record of Decision for operable unit two; "Appendix C" is the Record of Decision for operable unit three.

XV. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

30. This Consent Decree shall be lodged with the Court for a period of thirty (30) days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendants consent to the entry of this Consent Decree without further notice.

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

voidable at the sole discretion of any party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XVI. SIGNATORIES/SERVICE

32. Each undersigned representative of a Settling Defendant to this Consent Decree and the Assistant Attorney General for the Environment and Natural Resources Division of the United States Department of Justice certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind such party to this document.

33. 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 this Consent Decree.

34. Each Settling Defendant shall identify, 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 Consent Decree.

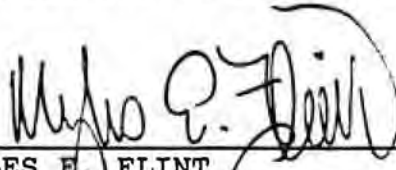
SO ORDERED THIS _____ DAY OF _____, 19__.

United States District Judge

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Core Craft, Inc., et al., Civil Action # _____, relating to the Kummer Sanitary Landfill Superfund Site. -

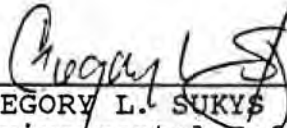
FOR THE UNITED STATES OF AMERICA

DATE: 9-9-93



MYLES E. FLINT
Assistant Attorney General
Environment and Natural Resources
Division

DATE: 9-9-93

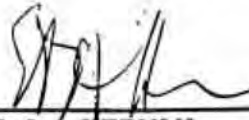


GREGORY L. SUKYS
Environmental Enforcement Section
Environment and Natural Resources
Division
P.O. Box 7611
Washington, D.C. 20044

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Core Craft, Inc., et al., Civil Action # _____, relating to the Kummer Sanitary Landfill Superfund Site.

DATE:

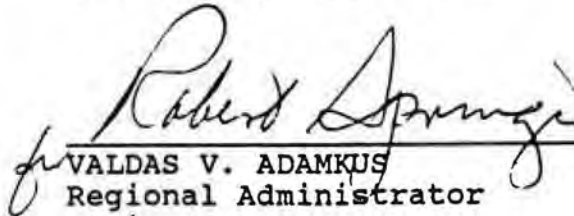
9/9/93



STEVEN A. HERMAN
Assistant Administrator for
Enforcement
U.S. Environmental Protection
Agency
401 M Street, S.W.
Washington, D.C. 20460

DATE:

July 21, 1993



VALDAS V. ADAMKUS
Regional Administrator
Region 5
U.S. Environmental Protection
Agency
77 West Jackson Blvd.
Chicago, Illinois 60604-3590

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Core Craft Inc., et al., civil action # _____, relating to the Kummer Sanitary Landfill Superfund Site. -

FOR CORE CRAFT, INC.

Date: 6/17/93 Bruce Thewissen

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

Name: Thomas L. D'Albani, Attorney
Title: 205 7th Street
Address: Dennis, MA. 01964

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Core Craft Inc., et al., civil action # _____, relating to the Kummer Sanitary Landfill Superfund Site.

FOR AMERICAN LINEN SUPPLY, CO.

Date: May 17, 1993 L.G. Steiner
L.G. STEINER
CHAIRMAN & CEO

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

Name: B. P. Berry
Title: SECRETARY
Address: 47 S. 9 ST.
MINNEAPOLIS, MINN. 55402

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Core Craft Inc., et al., civil action # _____, relating to the Kummer Sanitary Landfill Superfund Site.

FOR NORTHWOOD PANELBOARD COMPANY

Date:

5/16/93

Bruce S. Grebe

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


Name: Bruce S. Grebe
Title: V.P. - U.S. Operations
Address: Northwood Panelboard Co.
Route 1, Box 123
Solway MN 56678

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Core Craft Inc., et al., civil action # _____, relating to the Kummer Sanitary Landfill Superfund Site.

FOR SUPERWOOD CORPORATION

Date:

June 3, 1993



John E. Masaschi
Vice President - Industrial
Wood Products Division

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

Name: Andrew F. Hodges
Title: Senior Counsel
Address: 133 Peachtree Street, NE
Atlanta, Georgia 30303

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Core Craft Inc., et al., civil action # , relating to the Kummer Sanitary Landfill Superfund Site.

FOR CITY OF BEMIDJI

Date:

July 6, 1993

Douglas E. Peterson

Its Mayor

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

Name: Timothy E. Marx
Title: Attorney for City of Bemidji
Address: Briggs and Morgan, P.A.
2200 First National Bank Bldg.
St. Paul, Minnesota 55101

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Core Craft Inc., et al., civil action # _____, relating to the Kummer Sanitary Landfill Superfund Site.

FOR BEMIDJI STATE UNIVERSITY

Date:

7/9/93

Kathleen M. Mahoney

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

Name: KATHLEEN M. MAHONEY
Title: ATTORNEY
Address: OPPENHEIMER WOLFF & DONNELLY
1700 W. FIRST BANK BUILDING
ST. PAUL, MN 55101