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

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

PARTIAL CONSENT DECREE

(Minnesota Mining and Manufacturing Company)

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I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Secretary of the United States Department of the Interior ("DOI"), filed a complaint in this matter on April 11, 1997, pursuant to Sections 107 and 113(f) of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §§ 9607, 9613(f). The United States filed a First Amended Complaint in this matter on November 30, 1999. The United States filed a Second Amended Complaint on March 28, 2001. The United States filed a Third Amended Complaint in this matter on September 25, 2001.

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

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

D. DOI completed a Remedial Investigation ("RI") Report on June 30, 2000, and completed a Feasibility Study ("FS") on September 25, 2001, with respect to a final remedial action to be implemented at the Site.

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

F. The United States represents that, in accordance with Section 122(j)(1) of CERCLA, 42 U.S.C. § 9622(j)(1), DOI notified the Federal natural resource trustee in August, 2000 of negotiations with potentially responsible parties regarding the release of hazardous substances that may have resulted in injury to the natural resources under Federal trusteeship and encouraged the trustee to participate in the negotiation of this Consent Decree. Natural resources located on the Site are managed by, held in trust by, or otherwise controlled by DOI.

G. Defendant Minnesota Mining and Manufacturing Company ("3M" or "Settling Defendant") does not admit any liability to the Plaintiff arising out of the transactions or occurrences alleged in the complaint.

H. The purpose of this Consent Decree is to provide for the resolution of 3M's liability with respect to the Krejci Dump Site as provided herein. In consideration of the releases set forth herein, 3M agrees to make a payment of its negotiated share of the cost of the remedial action and the United States' other Response Costs, and for damages for injury to, destruction of, or loss of Natural Resources at the Site under the trusteeship of DOI, which payment is specified in Paragraph 4 of this Consent Decree.

I. The Parties recognize, and the Court by entering this Partial Consent Decree finds, that this Partial Consent Decree has been negotiated by the Parties in good faith and

implementation of this Partial Consent Decree will expedite the cleanup of the Site and will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

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

II. JURISDICTION

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

III. PARTIES BOUND

2. This Consent Decree applies to and is binding upon the United States and upon Settling Defendant and its successors and assigns. Any change in ownership or corporate status of Settling Defendant including, but not limited to, any transfer of assets or real or personal property, shall in no way alter Settling Defendant's responsibilities under this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are

used in this Consent Decree or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply:

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

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

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

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

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

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

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

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

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

"Plaintiff" shall mean the United States of America.

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

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

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

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

"Settling Defendant" or "3M" shall mean Minnesota Mining and Manufacturing Company.

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

"State" shall mean the State of Ohio.

"United States" shall mean the United States of America, including any departments or agencies of the United States.

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

V. REIMBURSEMENT OF RESPONSE COSTS AND NATURAL RESOURCE DAMAGES

4. Within 30 days of the entry of this Consent Decree, Settling Defendant shall pay or cause to be paid to the United States a total of $15,500,000.00 as provided in this Paragraph, including $14,700,000.00in reimbursement of Response Costs incurred and to be incurred by the United States with respect to the Site and $800,000.00 for damages, including costs of damage assessment, for injury to, destruction of, or loss of Natural Resources at the Site under the trusteeship of DOI. The United States shall be paid interest on this amount only as provided in subparagraphs a. and b. of this Paragraph and in Paragraph 6.

a. On or before January 4, 2002, Settling Defendant shall establish an interest bearing escrow account and shall remit to that escrow account funds in the amount of said $15,500,000.00. The interest rate for the escrow account shall be the rate then in effect for Citibank, N.A. as set forth by their Escrow Agent Custody Account Agreement. On the day of the deposit, Settling Defendant shall so notify the United States, by telecopy directed to the addressees specified in Section XII (Notices and Submissions), and shall provide with the notice copies of the documents establishing and funding the escrow account, including identification of the bank and the escrow agent, the bank account number, the interest rate, and a bank statement or deposit slip showing the balance of the escrow account. The required notice of payment into the escrow account shall also reference the name of the Site, the civil action number of this case and the DOJ case number (#90-11-3-768). All funds paid into the escrow

account by the Settling Defendant shall remain in escrow and shall not be withdrawn by any person except to make the payment required after entry of the Consent Decree, pursuant to subparagraph b. of this Paragraph, unless the Court declines to enter this Consent Decree as an Order. If the Court declines to enter the Consent Decree, all sums in the escrow account shall be returned to Settling Defendant, together with any accrued interest thereon.

b. Within thirty (30) days of the entry of this Consent Decree, Settling Defendant shall, through the escrow agent, pay or cause to be paid the $15,500,000.00 in the escrow account to the United States, plus the full amount of interest accrued thereon from the date of deposit in the escrow account as required by this Decree. Payment shall be made in accordance with the procedures set forth in Paragraph 5. In the event that Settling Defendant fails to establish the escrow account as required under this paragraph, Settling Defendant shall pay $15,500,000.00, plus Interest as defined in Paragraph 3 accruing from November 30, 2001, in accordance with the procedures set forth in Paragraph 5.

c. Other than the establishment of an escrow account as provided above, each party's performance under this Consent Decree is expressly contingent upon entry by the court of this Consent Decree as well as the proposed Partial Consent Decree in this matter that was lodged on March 28, 2001.(Docket No. 124). Any failure by the Court to enter said Consent Decrees shall constitute the failure of an express condition precedent and this agreement shall then be null and void, and the funds in the escrow account, together with accrued interest thereon, shall be returned to Settling Defendant as provided for in Paragraph 4a.

5. Payment Procedures Payments of amounts owed to the United States under this Consent Decree shall be made in accordance with instructions that the United States Attorney's Office for the Northern District of Ohio will provide to the Settling Defendant in accordance with

Paragraph 26 within 10 days of the entry of this Consent Decree by the Court. Such instructions will specify the form of payments (wire transfer or certified or bank check), identity of payees, manner of delivery, and addresses. Any payments received by the United States after 4:00 P.M. (Eastern Time) will be credited on the next business day. Copies of the check or transfer information and transmittal letters shall be provided to the United States as specified in Section XII (Notices and Submissions).

VI. FAILURE TO MAKE TIMELY PAYMENT

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

7. Stipulated Penalty If any amount due to the United States under this Consent Decree is not paid by the required date, Settling Defendant shall pay as a stipulated penalty, in addition to the interest required by Paragraph 6, $500.00 per day that such payment is late. If Settling Defendant fails to timely establish and fully fund an escrow account as required under Paragraph 4.a., Settling Defendant shall pay as a stipulated penalty $500 per day for each day that the establishment or funding of the escrow account is late. Stipulated penalties are due and payable within 30 days of Settling Defendant's receipt from DOI of a demand for payment of the penalties. All payments to the United States under this Paragraph shall be paid in accordance with the procedures set forth in Paragraph 5.

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

9. Payments made under Paragraphs 6-8 shall be in addition to any other remedies or sanctions available to Plaintiff against Settling Defendant by virtue of Settling Defendant's failure to make the timely payment required by this Consent Decree.

VII. COVENANTS NOT TO SUE BY PLAINTIFF

10. In consideration of the payment that will be made by Settling Defendant under the terms of the Consent Decree, and except as specifically provided in Paragraphs 11, 12, and 14 of this Section, the United States covenants not to sue or to take administrative action against Settling Defendant pursuant to Sections 106 and 107(a) of CERCLA relating to the Site. Except as specifically provided in Paragraph 15, the United States further covenants not to sue Settling Defendant for recovery of damages, including costs of damage assessment, recoverable under Section 107 of CERCLA for injury to, destruction of, or loss of Natural Resources at the Site under the trusteeship of DOI. Except with respect to future liability, these covenants not to sue shall take effect upon the receipt by the United States of the payment required of Settling Defendant under Section V (Reimbursement of Response Costs and Natural Resource Damages). With respect to future liability, these covenants not to sue shall take effect upon Certification of Completion of Remedial Action by DOI pursuant to Paragraph 22 of Section X (Certification of Completion). For the purpose of this Consent Decree, "future liability" means 3M's potential liability for any additional response actions, after the effective date of this Consent Decree, which are necessary to protect public health and the environment at the Site, other than response actions relating to implementation of the Remedial Action. These covenants not to

sue are conditioned upon the satisfactory performance by Settling Defendant of its obligations under this Consent Decree. These covenants not to sue extend only to the Settling Defendant and do not extend to any other person.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. For purposes of Paragraph 11, the information and the conditions known to DOI shall include only that information and those conditions known to DOI as of the date the ROD is signed and set forth in the Record of Decision and the administrative record supporting the Record of Decision. For purposes of Paragraph 12, the information and the conditions known to DOI shall include only that information and those conditions known to DOI as of the date of Certification of Completion of the Remedial Action and set forth in the Record of Decision, the administrative record supporting the Record of Decision, the post-ROD administrative record, or in any information received by DOI prior to Certification of Completion of the Remedial Action pursuant to the requirements of the consent decree with Ford Motor Company and General Motors Corporation relating to performance of the Remedial Action.

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

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

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

c. liability based upon the ownership or operation of the Site, or upon the transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal of a hazardous substance or a solid waste at or in connection with the Site, by Settling Defendant after signature of this Consent Decree, other than as provided in the ROD or otherwise ordered by DOI;

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

e. criminal liability.

15. Notwithstanding any other provision of this Decree, the United States, on behalf of the Department of Interior, reserves the right to institute proceedings against Settling Defendant in this action or in a new action seeking recovery of damages, including costs of damage assessment, recoverable under Section 107 of CERCLA for injury to, destruction of, or loss of Natural Resources at the Site under the trusteeship of DOI, based on (1) conditions with respect to the Site, unknown to the United States at the date of Certification of Completion of the Remedial Action, that result in releases of hazardous substances that contribute to injury to,

destruction of, or loss of Natural Resources under the trusteeship of DOI, or (2) information received after the date of Certification of Completion of the Remedial Action which indicates that there is injury to, destruction of, or loss of Natural Resources under the trusteeship of DOI of a type that was unknown, or of a magnitude that was greater than was known, to the United States as of the date of lodging of the Decree.

VIII. COVENANTS BY SETTLING DEFENDANT

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

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

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

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

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

These covenants not to sue, and the waivers of claims and causes of action in Paragraph 17 below, shall not apply in the event that the United States brings a cause of action

or issues an order pursuant to the reservations set forth in Paragraphs 11, 12, 14b.-14.d., or 15, but only to the extent that Settling Defendant's claims or causes of action arise from the same cause of action asserted, or order issued, by the United States pursuant to those Paragraphs. Nothing in this Consent Decree shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d). Nothing in this Consent Decree, including the amount of 3M's payment, shall constitute any basis for allocation of 3M's or the United States' liability in any future action under the reservations contained in Paragraphs 11, 12, 14 or 15.

17. Except as provided in Paragraph 16, Settling Defendant agrees to waive all claims or causes of action that it may have for all matters relating to the Site, including for contribution, against the following persons:

a. John Krejci III; and

b. any person whose liability to Settling Defendant with respect to the Site is based on having arranged for the disposal, treatment, or transport for disposal or treatment, or having accepted for transport for disposal or treatment, of hazardous substances, to or at the Site, whether such claims or causes of action are asserted under CERCLA § 107(a)(3) or (4) or any other theory of law. Effective upon entry of this Consent Decree, Settling Defendant withdraws its objection to and opposition to the entry of all other consent decrees relating to the Site that have been lodged with the Court as of the date of 3M's signature of this Consent Decree.

IX. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION

18. Except as provided in Paragraph 17, nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. The preceding sentence shall not be construed to waive or nullify any rights that any person not a signatory to this decree may have under applicable law. Except as provided in Paragraph 17, 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.

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

20. The Settling Defendant also agrees that with respect to any suit or claim for contribution brought against it for matters related to this Consent Decree (notwithstanding the

extinguishment of said contribution liability as provided for under Section 113(f)(2) of CERCLA and Paragraph 19 of this Consent Decree), it will notify in writing the United States within 20 days of service of the complaint on it.

21. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of Response Costs or damages for injury to, destruction of, or loss of Natural Resources at the Site, or other relief relating to the Site, Settling Defendant shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue set forth in Section VII (Covenants Not to Sue by Plaintiff).

X. CERTIFICATION OF COMPLETION

22. After completion of the Remedial Action and after reasonable opportunity for review and comment by the State, DOI will issue a Certification of Completion of the Remedial Action. This certification shall constitute the Certification of Completion of the Remedial Action for purposes of this Consent Decree, including, but not limited to, Section VII (Covenants Not to Sue by Plaintiff). Certification of Completion of the Remedial Action shall not affect Settling Defendant's obligations under this Consent Decree.

XI. RETENTION OF RECORDS

23. Until 6 years after entry of this Consent Decree, Settling Defendant shall preserve and retain all non-identical copies of records and documents (including records or documents in

electronic form) now in its possession or control or which come into its possession or control that relate in any manner to the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary. This requirement shall not apply to any document that was provided to Settling Defendant by the United States in discovery in this litigation.

24. If at any time prior to the conclusion of this document retention period, DOI requests any records or documents subject to the retention requirements of Paragraph 23, Settling Defendant shall deliver any such records or documents to DOI. The Settling Defendant may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Settling Defendant asserts such a privilege, it shall provide the Plaintiff with the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted by Settling Defendant. 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.

25. Settling Defendant hereby certifies that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information relating to its potential liability regarding the Site since notification of potential liability by the United States or the State or the filing of suit against it regarding the Site and that it has fully complied with any and all DOI requests for information pursuant to Section 104(e) and 122(e) of CERCLA, 42 U.S.C. 9604(e) and 9622(e), and Section

3007 of RCRA, 42 U.S.C. 6927, and with any and all discovery requests pursuant to the Federal Rules of Civil Procedure in this litigation.

XII. NOTICES AND SUBMISSIONS

26. Whenever, under the terms of this Consent Decree, written notice is required to be given or a report or other document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. All notices and submissions shall be considered effective upon receipt, unless otherwise provided. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States and the Settling Defendant, respectively.

As to the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Re: DJ # 90-11-3-768

and

Shawn Mulligan
Attorney Advisor
United States National Park Service
1050 Walnut Street
Suite 220
Boulder, CO 80302

As to 3M

Brian H. Davis
Minnesota Mining and Manufacturing Company
Senior Counsel
3M Center, Building 220 11W-01
St. Paul, MN 55133-3428

XIII. EFFECTIVE DATE

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

XIV. RETENTION OF JURISDICTION

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

XV. APPENDICES

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

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

XVI . LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

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

31. If for any reason the Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any Party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XVII. SIGNATORIES/SERVICE

32. The undersigned representative of Settling Defendant and the Assistant Attorney General for the Environment and Natural Resources Division of the Department of Justice certify 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. 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 Defendant in writing that it no longer supports entry of the Consent Decree.

34. Settling Defendant shall identify, on the attached signature page, the name, address and telephone number of an agent who is authorized to accept service of process by mail on its behalf with respect to all matters arising under or relating to this Consent Decree. Settling Defendant hereby agrees to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including, but not limited to, service of a summons.

XVIII. FINAL JUDGMENT

35. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment between the United States and the Settling Defendant. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS 22nd DAY OF April, 2002.

United States District Judge

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

FOR THE UNITED STATES OF AMERICA

1.29.02
Date

Tom Sansonetti
Thomas L. Sansonetti
Assistant Attorney General
U.S. Department of Justice
Washington, D.C. 20530

1-31-02
Date

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

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Date

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Arthur I. Harris
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Northern District of Ohio
1800 Bank One Center
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1-31-02
Date

Shawn P. Mulligan
Shawn Mulligan
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United States National Park Service
1050 Walnut Street, Suite 220
Boulder, CO 80302

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

FOR MINNESOTA MINING AND MANUFACTURING COMPANY

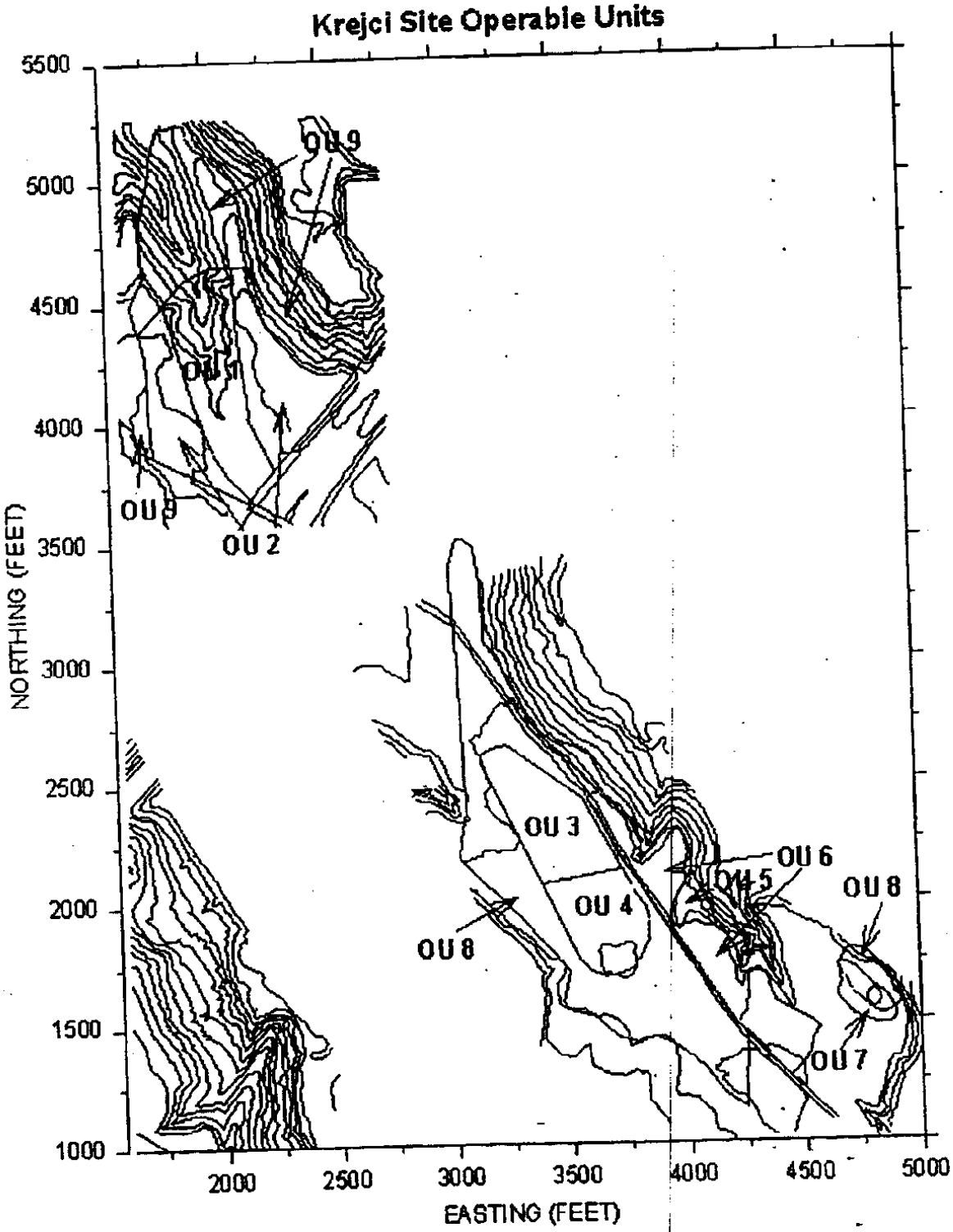
12-21-01
Date

Signature: Gregg M. Larson
Name (print): Gregg M. Larson
Title: Assistant Secretary
Address: P.O. Box 33428
St Paul, MN 55133-3428

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

Name (print): Brian H. Davis
Title: Senior Counsel
Address: ~~Minnesota Mining and Manufacturing~~ Company
3M Center, Building 220-11W-01
St. Paul, MN 55133-3428
Ph. Number: 651/733-5553

Appendix A


Krejci Site Operable Units
OU 9
OU 1
OU 9
OU 2
OU 3
OU 4
OU 5
OU 6
OU 8
OU 8
OU 7
NORTHING (FEET)
EASTING (FEET)
5500
5000
4500
4000
3500
3000
2500
2000
1500
1000
2000
2500
3000
3500
4000
4500
5000