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**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

UNITED STATES OF AMERICA,)

Plaintiff,)

v.)

OCCIDENTAL CHEMICAL)

CORPORATION, GLENN SPRINGS)

HOLDINGS, INC., and BRIDGESTONE)

AMERICAS TIRE OPERATIONS, L.L.C.)

Defendants)

CIVIL ACTION NO. **11 7149**

CONSENT DECREE

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Defendants)
_____)

CIVIL ACTION NO. _____

CONSENT DECREE

I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental 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"), seeking reimbursement of the response costs incurred or to be incurred for response actions taken at or in connection with the release or threatened release of hazardous substances at the Occidental Chemical Corporation Superfund Site, in Lower Pottsgrove Township, Montgomery County, Pennsylvania.

B. Settling Defendants do not admit any liability to Plaintiff arising out of the transactions or occurrences alleged in the complaint.

C. The United States and Settling Defendants agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith,

that settlement of this matter will avoid prolonged and complicated litigation between the Parties 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) and also has personal jurisdiction over Settling Defendants. Solely for the purposes of this Consent Decree and the underlying complaint, Settling Defendants waive all objections and defenses that it may have to jurisdiction of the Court or to venue in this District. Settling Defendants 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 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 Settling Defendants under this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressly provided in this Consent Decree, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in any appendix attached hereto, the following definitions shall apply:

a. “Additional Settling Defendant” shall mean Bridgestone Americas Tire Operations, L.L.C.

b. “CERCLA” shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9675.

c. “Consent Decree” shall mean this Consent Decree and all appendixes attached hereto. In the event of conflict between this Consent Decree and any appendix, the Consent Decree shall control.

d. The term “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.

e. “DOJ” shall mean the United States Department of Justice and any successor departments, agencies or instrumentalities of the United States.

f. “Effective Date” shall mean the date upon which this Consent Decree is entered by the Court, as recorded on the Court docket, or if the Court instead issues an order approving the Consent Decree, the date such order is recorded on the Court docket.

g. “EPA” shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.

h. “EPA Hazardous Substance Superfund” shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

i. “Future Response Costs” shall mean all costs including, but not limited to, direct and indirect costs, that the United States pays or has paid after September 13, 2010, and that the United States incurs or has incurred in performing any response action in connection with: (1) the implementation of the Site’s June 30, 1993 Record of Decision, as modified by any

amendments or Explanations of Significant Difference (ESD), through the issuance of the Third ESD, which will concern, among other things, the clarification of the institutional controls required at the Site; (2) enforcement of and oversight of the Work required by the Administrative Order for Remedial Design and Remedial Action (EPA Docket No. III-94-26-DC), as modified by any amendments issued prior to the lodging of this Consent Decree; and (3) issuance by EPA of any Five-Year Reviews or Deletions (or Partial Deletions) from the National Priorities List concerning the Site, as provided by CERCLA and the NCP. Such costs shall include, but are not limited to, costs the United States incurs or has incurred for negotiating, lodging, and entering this Consent Decree; for enforcing this Consent Decree; for preparing bills and cost summaries under this Consent Decree; for responding to any public comments submitted about this Consent Decree, about any modifications of the ROD, or about any notices of intent to delete (or partially delete) the Site from the NPL; for reviewing or developing plans, reports, or other deliverable items under the Order; and for overseeing and monitoring response actions. Future Response Costs shall include EPA and DOJ payroll costs, contractor costs, travel costs, laboratory costs, community relations costs, and other response costs paid by the United States after September 13, 2010.

j. “Interest” shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

k. “Order” shall mean the Administrative Order for Remedial Design and Remedial Action (EPA Docket No. III-94-26-DC), which was issued by EPA to Occidental

Chemical Corporation and Bridgestone Americas Tire Operations, L.L.C. (f/k/a

“Bridgestone/Firestone, Inc.”) on or about June 23, 1994.

l. “Owner” shall mean Occidental Chemical Corporation.

m. “Paragraph” shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper or lower case letter.

n. “Parties” shall mean the United States and Settling Defendants.

o. “Past Response Costs” shall mean all costs, including, but not limited to direct and indirect costs, that EPA or DOJ on behalf of EPA has paid at or in connection with the Site through September 13, 2010, plus any accrued Interest on all such costs through the Date of Payment established by Paragraph 4 of this Consent Decree. The EPA Cost Summary Report, which is attached as Appendix A of this Consent Decree, reflects documented EPA and DOJ costs paid through September 13, 2010. The term “Past Response Costs” expressly includes any costs that have been paid by EPA or DOJ in connection with the Site prior to September 13, 2010, and that have not been included in Appendix A. Any EPA or DOJ costs incurred prior to September 13, 2010, but paid after September 13, 2010, are Future Response Costs, provided such costs meet the definition of Future Response Costs set forth in Paragraph 3.h.

p. “Performing Settling Defendants” shall mean Glenn Springs Holdings, Inc. and Occidental Chemical Corporation.

q. “Plaintiff” shall mean the United States.

r. “RCRA” shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901-6992 (also known as the Resource Conservation and Recovery Act).

s. “Section” shall mean a portion of this Consent Decree identified by a Roman numeral.

t. “Settling Defendants” shall mean Occidental Chemical Corporation, Glenn Springs Holdings, Inc., and Bridgestone Americas Tire Operations, L.L.C.

u. “Site” shall mean the Occidental Chemical Corporation Superfund Site, located on Armand Hammer Boulevard in Lower Pottsgrove, Montgomery County, Pennsylvania. A map of the Site is attached as Appendix B of this Consent Decree.

v. “Occidental Chemical Corporation Site Special Account” shall mean the special account within the EPA Hazardous Substances Superfund that has been established for the Site by EPA, pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. § 9622(b)(3).

w. “United States” shall mean the United States of America, including its departments, agencies and instrumentalities.

V. PAYMENT OF RESPONSE COSTS

4. Payment by Settling Defendants for Past Response Costs. Within thirty (30) days of the entry of this Consent Decree, Settling Defendants shall pay to EPA \$2,130,600.88.

5. Payment by Settling Defendants shall be made at <http://www.pay.gov> to the U.S. Department of Justice account in accordance with instructions provided to Settling Defendants by the Financial Litigation Unit (“FLU”) of the U.S. Attorney’s Office for the Eastern District of Pennsylvania after the Effective Date. The payment instructions provided by the FLU shall include a Consolidated Debt Collection System (“CDCS”) number, which shall be used to identify all payments required to be made in accordance with this Consent Decree. The FLU shall provide the payment instructions to: Frank Parigi, General Counsel, Glenn Springs Holdings, Inc., 5005 LBJ Freeway, Suite 1350, Dallas, Texas 75244-6119, on behalf of Settling Defendants. If the Settling Defendants change the individual who will receive payment

instructions on their behalf, Settling Defendants shall provide written notice of such change in accordance with Section XV (Notices of Submissions).

6. At the time of payment, Settling Defendants shall send notice that payment has been made to EPA and DOJ in accordance with Section XV (Notices and Submissions) and to the EPA Cincinnati Finance Office either by e-mail at acctsreceivable.cinwd@epa.gov, or by mail to:

EPA Cincinnati Finance Office
26 Martin Luther King Drive
Cincinnati, Ohio 45268

7. Such notice shall reference the CDCS Number and Site/Spill ID Number 03S9, DOJ case number 90-11-2-913/1, and the civil action number.

8. Of the total amount to be paid pursuant to Paragraph 4, a portion shall be deposited by EPA in the Occidental Chemical Corporation Site Special Account to be retained and used to conduct or finance response actions at or in connection with the Site; and the balance of the total amount shall be deposited by EPA in the EPA Hazardous Substance Superfund.

9. Payments by Performing Settling Defendants for Future Response Costs.
Performing Settling Defendants shall pay to EPA all Future Response Costs not inconsistent with the National Contingency Plan ("NCP"). On an annual basis, EPA will send Performing Settling Defendants a bill requiring payment of Future Response Costs that shall include an itemized Cost Summary Report, which identifies the categories of costs paid by EPA at or in connection with the Site. Performing Settling Defendants shall make all payments within thirty (30) days of their receipt of each bill requiring payment, except as provided in Paragraph 11 below. Performing Settling Defendants shall make all payments required by this Paragraph in accordance with the instructions set forth by EPA on the bill requiring payment of Future Response Costs.

10. At the time payment of Future Response Costs is made, Performing Settling Defendants shall send notice that payment has been made to DOJ and EPA in accordance with Section XV (Notices and Submissions).

11. Performing Settling Defendants may contest any Future Response Costs billed under Paragraph 9 (Payments by Performing Settling Defendants for Future Response Costs) if they determine that EPA or DOJ has made a mathematical or accounting error or included a cost item that is not within the definition of Future Response Costs, or if they believe EPA incurred excess costs as a result of an EPA action that was inconsistent with the NCP. Such objection shall be made in writing within thirty (30) days after receipt of the bill and must be sent to the United States pursuant to Section XV (Notices and Submissions). Any such objection shall specifically identify the contested Future Response Costs and the basis for objection. In the event of an objection, Performing Settling Defendants shall pay all uncontested Future Response Costs to the United States within thirty (30) days after Performing Settling Defendants' receipt of the bill requiring payment. Simultaneously, Performing Settling Defendants shall establish, in a duly chartered bank or trust company, an interest-bearing escrow account that is insured by the Federal Deposit Insurance Corporation ("FDIC"), and remit to that escrow account funds equivalent to the amount of the contested Future Response Costs. Performing Settling Defendants shall send to the United States, as provided in Section XV (Notices and Submissions), a copy of the transmittal letter and check paying the uncontested Future Response Costs, and a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account. Simultaneously with establishment of the escrow account,

Performing Settling Defendants shall initiate the Dispute Resolution procedures in Section IX (Dispute Resolution). If the United States prevails in the dispute, Performing Settling Defendants shall pay the sums due (with accrued Interest) to the United States within ten (10) days after the resolution of the dispute. If Performing Settling Defendants prevail concerning any aspect of the contested costs, Performing Settling Defendants shall pay that portion of the costs (plus associated accrued Interest) for which they did not prevail to the United States within ten (10) days after the resolution of the dispute. Performing Settling Defendants shall be disbursed any balance of the escrow account. All payments to the United States under this Paragraph shall be made in accordance with Paragraph 9 (Payments by Performing Settling Defendants for Future Response Costs). The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section IX (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding Performing Settling Defendants' obligation to reimburse the United States for its Future Response Costs.

12. In the event that the payments due and owing as required by Paragraph 9 are not made within thirty (30) days of the Performing Settling Defendants' receipt of the bill, Performing Settling Defendants shall pay Interest on the unpaid balance. The Interest on Future Response Costs shall begin to accrue on the payment due date for the bill. The Interest shall accrue through the date of the Performing Settling Defendants' payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to Plaintiff by virtue of Performing Settling Defendants' failure to make timely payments under this Section. Performing Settling Defendants shall make all payments required by this Paragraph in the manner described in this Section.

VI. FAILURE TO COMPLY WITH CONSENT DECREE

13. Interest on Late Payments. If Settling Defendants fail to make any payment due and owing under Paragraph 4 (Payment by Settling Defendants for Past Response Costs) or Paragraph 9 (Payment by Performing Settling Defendants for Future Response Costs) by the required due date, Interest shall continue to accrue on the unpaid balance from the due date through the date of payment.

14. Stipulated Penalty.

a. If any amounts due to EPA under the Paragraph 4 (Payment by Settling Defendants for Past Response Costs) are not paid by the required date, Settling Defendants shall be in violation of this Consent Decree and shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 13, \$500 per violation per day for the first week that such payment is late, and \$1,000 per violation per day for each subsequent day that payment is late.

b. Stipulated penalties are due and payable within thirty (30) days after the demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be identified as “stipulated penalties” and shall be made by Fedwire Electronic Funds Transfer (“EFT”) to:

Federal Reserve Bank of new York
ABA= 021030004
Account = 68010727
Swift address = FRNYUS33
New York, NY 10045

Field Tag 4200 of the Fedwire message should read “D 68010727 Environmental Protection Agency”

and shall reference the CDCS Number, Site/Spill ID Number 03S9, and DOJ Case Number 90-11-2-913/1.

c. At the time of each payment, Settling Defendants shall also send notice that payment has been made to EPA and DOJ in accordance with Section XV (Notices and Submissions), and to the EPA Cincinnati Finance Office by e-mail at acctsreceivable.cinwd@epa.gov, or by mail to:

EPA Cincinnati Finance Office
26 Martin Luther King Drive
Cincinnati, OH 45268

Such Notice shall reference the CDCS Number, Site/Spill ID Number 03S9, and DOJ Case Number 90-11-2-913/1.

d. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified Settling Defendants of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment. Nothing in this Consent Decree shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

15. If the United States brings an action to enforce Settling Defendants' obligations under Paragraph 4 (Payment by Settling Defendants for Past Response Costs) or Paragraph 14.a (Stipulated Penalty) of this Consent Decree because Settling Defendants in fact failed to pay Past Response Costs by the due date, Settling Defendants shall reimburse the United States for all costs of such action, including, but not limited to, costs of attorney time.

16. Payments made under this Section shall be in addition to any other remedies or sanctions available to Plaintiff by virtue of Settling Defendants' failure to comply with the requirements of this Consent Decree.

17. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Decree. Payment of stipulated penalties shall not excuse Settling Defendants from payment as required by Section V or from performance of any other requirements of this Consent Decree.

VII. COVENANTS BY PLAINTIFF

18. Covenants for Settling Defendants by United States. Except as specifically provided in Section VIII (Reservation of Rights by United States), the United States covenants not to sue or to take administrative action against Settling Defendants pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs. And except as specifically provided in Section VIII (Reservation of Rights by United States), the United States covenants not to sue or to take administrative action against Performing Settling Defendants for Future Response Costs. The United States also agrees not to exercise its federal lien rights under Section 107(l) of CERCLA, 42 U.S.C. § 9607(l), against the Owner with regard to Past Response Costs. These covenants shall take effect upon receipt by EPA of the payments required by Paragraph 4 (Payment of Response Costs) and any Interest or stipulated penalties due thereon under Paragraphs 13 (Interest on Late Payments) or Paragraph 14 (Stipulated Penalty). These covenants are conditioned upon the satisfactory performance by Settling Defendants of their obligations under this Consent Decree. These covenants extend only to Settling Defendants and do not extend to any other person.

VIII. RESERVATION OF RIGHTS BY UNITED STATES

19. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendants with respect to all matters not expressly included within the

Covenants by Plaintiff in Paragraph 18. Notwithstanding any other provision of this Consent Decree, the United States reserves all rights against Settling Defendants with respect to:

- a. liability for failure of Settling Defendants to meet a requirement of this Consent Decree;
- b. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs and that are not within the definition of Future Response Costs and actually reimbursed;
- c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;
- d. criminal liability; and
- e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

IX. DISPUTE RESOLUTION

20. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures described in this Section shall be the exclusive mechanism to resolve disputes arising between EPA and Settling Defendants under or with respect to this Consent Decree. However, the procedures set forth in this Section shall not apply to actions by the United States to enforce obligations of the Settling Defendants that have not been disputed in accordance with this Section.

21. Informal Negotiations. Any dispute which arises under or with respect to this Consent Decree shall in the first instance be the subject of informal negotiations between the parties to the dispute. The period for informal negotiations shall not exceed thirty (30) days from the time the dispute arises, unless it is modified by written agreement of the parties to the

dispute. The dispute shall be considered to have arisen upon receipt by EPA (in the case of a dispute initiated by the Settling Defendants), or the Settling Defendants (in the case of a dispute initiated by EPA) of a written Notice of Dispute.

22. Statements of Position.

a. In the event that the parties cannot resolve a dispute by informal negotiations under the preceding Paragraph, then the position advanced by EPA shall be considered binding unless, within twenty-one (21) days after the conclusion of the informal negotiation period, Settling Defendants invoke the formal dispute resolution procedures of this Section by serving on the United States a written Statement of Position on the matter in dispute, including, but not limited to, any factual data, analysis or opinion supporting that position and any supporting documentation relied upon by Settling Defendants. The Statement of Position shall specify Settling Defendants' position as to whether formal dispute resolution should proceed under Paragraph 23 (Record Review) or Paragraph 24.

b. Within twenty-one (21) days after receipt of Settling Defendants' Statement of Position, EPA will serve on Settling Defendants its Statement of Position, including, but not limited to, any factual data, analysis, or opinion supporting that position and all supporting documentation relied upon by EPA. EPA's Statement of Position shall include a statement as to whether formal dispute resolution should proceed under Paragraph 23 (Record Review) or Paragraph 24. Within fourteen (14) days after receipt of EPA's Statement of Position, Settling Defendants may submit a Reply.

c. If there is disagreement between EPA and Settling Defendants as to whether dispute resolution should proceed under Paragraph 23 (Record Review) or Paragraph 24, the parties to the dispute shall follow the procedures set forth in the paragraph determined by EPA to

be applicable. However if Settling Defendants ultimately appeal to the Court to resolve the dispute, the Court shall determine which paragraph is applicable in accordance with the standards of applicability set forth in Paragraph 23 and 24.

23. Record Review. Formal dispute resolution for disputes pertaining to the selection or adequacy of any response action and all other disputes that are accorded review on the administrative record under applicable principles of administrative law shall be conducted pursuant to the procedures set forth in this Paragraph. For purposes of this Paragraph, the adequacy of any response action includes, without limitation, the adequacy or appropriateness of plans, procedures to implement plans, or any other items requiring approval by EPA under this Consent Decree or the Order, and the adequacy of the performance of response actions taken pursuant to this Consent Decree or the Order. Nothing in this Consent Decree shall be construed to allow any dispute by Settling Defendants regarding the validity of the provisions of the ROD or any amendment thereto, including any Explanation of Significant Difference (“ESD”).

a. An Administrative Record of the dispute shall be maintained by EPA and shall contain all statements of position, including supporting documentation, submitted pursuant to this Section. Where appropriate, EPA may allow submission of supplemental statements of position by the parties to the dispute.

b. The Director of the Hazardous Site Cleanup Division, EPA Region III (“the Division Director”) will issue a final administrative decision resolving the dispute based on the administrative record described in Paragraph 22.a. This decision shall be binding upon Settling Defendants, subject only to the right to seek judicial review pursuant to Paragraphs 22.c and 23.c.

c. In proceedings on any dispute governed by this Paragraph, Settling Defendants shall have the burden of demonstrating that the decision of the Division Director is arbitrary and capricious or otherwise not in accordance with law. Judicial review of EPA's decision shall be on the administrative record compiled pursuant to Paragraph 23.a.

24. Formal dispute resolution for disputes that neither pertain to the selection or adequacy of any response action nor are otherwise accorded review on the administrative record, under applicable principles of administrative law, shall be governed by this Paragraph.

a. Following receipt of all statements of position submitted pursuant to Paragraphs 22.a and 22.b, the Division Director will issue a final decision resolving the dispute. The Division Director's decision shall be binding on Settling Defendants unless, within ten (10) days after receipt of the decision, Settling Defendants file with the Court and serve on the United States a motion for judicial review of the decision setting forth the matter in dispute, the efforts made by the parties to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of the Consent Decree. The United States may file a response to Settling Defendants' motion.

b. Judicial review of any dispute under this Consent Decree shall be governed by applicable principles of law.

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

X. COVENANTS BY SETTLING DEFENDANTS

25. Covenants by Performing Settling Defendants. Performing Settling Defendants covenant not to sue and agree not to assert any claims or causes of action against the United

States, including any department, agency, or instrumentality of the United States, or its contractors or employees, with respect to Past Response Costs, Future Response Costs, or costs incurred by Performing Settling Defendants in connection with this Consent Decree, including, but not limited to:

- a. Any direct or indirect claim for reimbursement from the hazardous Substance Superfund based on Section 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
- b. Any claim arising out of the response actions at the Site for which the Past Response Costs were or the Future Response Costs are incurred, including any claim under the United States Constitution, the Constitution of the Commonwealth of Pennsylvania, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or
- c. Any claim against the United States, including any department, agency, or instrumentality of the United States, pursuant to Sections 107 or 113 of CERCLA, 42 U.S.C. §§ 9607 or 9613, Section 7002 of RCRA, 42 U.S.C. § 6972, or state law for Past Response Costs or Future Response Costs.
- d. Performing Settling Defendants reserve, and this Consent Decree is without prejudice to, claims against the United States, subject to the provisions of Chapter 171 of Title 28 of the United States Code, and brought pursuant to any statute other than CERCLA or RCRA, and for which the waiver of sovereign immunity is found in a statute other than CERCLA or RCRA, for money damages for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of the United States, as that term is defined in 28 U.S.C. § 2671, while acting within the scope of his or her office or employment

under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. However, the foregoing shall not include any claim based on EPA's selection of response actions, or the oversight or approval of Performing Settling Defendants' plans, reports, other deliverables or activities.

26. Covenants by Additional Settling Defendant. Additional Settling Defendant covenants not to sue and agrees not to assert any claims or causes of action against the United States, including any department, agency, or instrumentality of the United States, or its contractors or employees, with respect to Past Response Costs or costs incurred by Additional Settling Defendant in connection with this Consent Decree, including, but not limited to:

a. Any direct or indirect claim for reimbursement from the hazardous Substance Superfund based on Section 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. Any claim arising out of the response actions at the Site for which the Past Response Costs were or the Future Response Costs are incurred, including any claim under the United States Constitution, the Constitution of the Commonwealth of Pennsylvania, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

c. Any claim against the United States, including any department, agency, or instrumentality of the United States, pursuant to Sections 107 or 113 of CERCLA, 42 U.S.C. §§ 9607 or 9613, Section 7002 of RCRA, 42 U.S.C. § 6972, or state law for Past Response Costs or Future Response Costs.

d. Additional Settling Defendants reserve, and this Consent Decree is without prejudice to, claims against the United States, subject to the provisions of Chapter 171 of Title 28 of the United States Code, and brought pursuant to any statute other than CERCLA or RCRA, and for which the waiver of sovereign immunity is found in a statute other than CERCLA or RCRA, for money damages for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of the United States, as that term is defined in 28 U.S.C. § 2671, while acting within the scope of his or her office or employment under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. However, the foregoing shall not include any claim based on EPA's selection of response actions, or the oversight or approval of Performing Settling Defendants' plans, reports, other deliverables or activities.

27. Nothing in this Consent Decree shall be deemed to constitute approval or 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).

XI. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

28. 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, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action that they may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a party hereto. Nothing in this Consent Decree diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue

any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

29. The Parties agree, and by entering this Consent Decree this Court finds, that this settlement constitutes a judicially-approved settlement for purposes of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and that Performing Settling Defendants are entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), or as may be otherwise provided by law, for “matters addressed” in this Consent Decree. The “matters addressed” in this Consent Decree are (i) Past Response Costs; and (ii) Future Response Costs demanded by EPA and reimbursed by Performing Settling Defendants. In addition, the Parties agree, and by entering this Consent Decree this Court finds, that this settlement constitutes a judicially-approved settlement for purposes of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and that Additional Settling Defendant is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), or as may be otherwise provided by law, for Past Response Costs.

30. Each Settling Defendant shall, with respect to any suit or claim brought by it for matters related to this Consent Decree, notify EPA and DOJ in writing no later than thirty (30) days prior to the initiation of such suit or claim. Each Settling Defendant shall, with respect to any suit or claim brought against it for matters related to this Consent Decree, notify EPA and DOJ in writing within ten (10) days after service of the complaint or claim upon it. In addition, each Settling Defendants shall notify EPA and DOJ within ten (10) days after service or receipt of any Motion for Summary Judgment, and within ten (10) days after receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

31. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other 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 by Plaintiff set forth in Section VII.

XII. OBLIGATIONS UNDER ADMINISTRATIVE ORDER

32. Settling Defendant Occidental Chemical Corporation has been performing a remedial action at the Site pursuant to the Order. Nothing in this Consent Decree shall abrogate, diminish, or excuse, or increase, broaden, or expand the ongoing obligations under the Order of the Respondents to the Order, Occidental Chemical Corporation and Bridgestone Americas Tire Operations, L.L.C. (f/k/a "Bridgestone/Firestone, Inc.").

XIII. RETENTION OF RECORDS

33. Until ten (10) years after the entry of this Consent Decree, each Settling Defendant shall preserve and retain all records now in its possession or control, or which come into its possession or control, that relate in any manner to response actions taken at the Site or the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary.

34. After the conclusion of the ten-year document retention period in the preceding paragraph, each Settling Defendant shall notify EPA and DOJ at least ninety (90) days prior to the destruction of any such records, and, upon request by EPA or DOJ, each Settling Defendant shall deliver any such records to EPA. Each Settling Defendant may assert that certain records

are privileged under the attorney-client privilege or any other privilege recognized by federal law. If a Settling Defendant asserts such a privilege, it shall provide Plaintiff with the following: 1) the title of the record; 2) the date of the record; 3) the name, title, affiliation (e.g., company or firm), and address of the author of the record; 4) the name and title of each addressee and recipient; 5) a description of the subject of the record; and 6) the privilege asserted. If a claim of privilege applies only to a portion of a record, the record shall be provided to Plaintiff in redacted form to mask the privileged information only. Each Settling Defendant shall retain all records that it claims to be privileged information only. Each Settling Defendant shall retain all records that it claims to be privileged until the United States has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the Settling Defendant's favor. However, no records created or generated pursuant to the requirements of this or any other settlement with the EPA pertaining to the Site shall be withheld on the grounds that they are privileged.

35. Each 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, reports, or information relating to their potential liability regarding the Site since notification of potential liability by the United States or the Commonwealth of Pennsylvania or the filing of suit against it regarding the Site and that it has fully complied with any and all EPA request for information pursuant to Sections 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. § 6972.

XIV. ACCESS TO INFORMATION

36. Each Settling Defendant shall provide to EPA, upon request, copies of all records, reports, or information (including records, reports, documents, and other information in

electronic form) (hereinafter referred to as “Records”) within its possession or control or that of its contractors or agents relating to activities at the Site or to the implementation of the Order, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Site.

37. Confidential Business Information and Privileged Documents. Each Settling Defendant may assert business confidentiality claims covering part or all of the Records submitted to Plaintiff under this Consent Decree or the Order to the extent permitted by and in accordance with Section 104(e)(7) and 40 C.F.R. 2.203(b). Records determined to be confidential by EPA will be accorded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies Records when they are submitted to EPA, or if EPA has notified the Settling Defendant asserting the business confidentiality claim that the Records are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2 Subpart B, the public may be given access to such Records without further notice to the Settling Defendant asserting the business confidentiality claim.

38. Each Settling Defendant may assert that certain Records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If a Settling Defendant asserts such a privilege in lieu of providing Records, it shall provide Plaintiff with the following: (1) the title of the Record; (2) the date of the Record; (3) the name, title, affiliation (e.g., company or firm), and address of the author of the Record; (4) the name and title of each addressee and recipient; (5) a description of the subject of the Record; and (6) the privilege asserted. If a claim of privilege applies only to a portion of a Record, the Record shall be provided to Plaintiff in redacted form to mask the privileged information only. Each Settling

Defendants shall retain all Records that it claims to be privileged until the United States has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in favor of the Settling Defendant making the privilege claim; however, no Records created or generated pursuant to the requirements of this Consent Decree or the Order shall be withheld from the United States on the grounds that they are privileged or confidential.

39. No claim of confidentiality or privilege shall be made with respect to any data, including but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.

XV. NOTICES AND SUBMISSIONS

40. Whenever, under the terms of this Consent Decree, 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 Party in writing. Written notice as specified in this Section shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the EPA, and DOJ, and Settling Defendants respectively.

As to DOJ:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice (DJ# 90-11-2-913/1)
P.O. Box 7611
Washington, D.C. 20044-7611

As to EPA:

Maria Goodine (3HS62)
Compliance Officer
U.S. Environmental Protection Agency – Region III
1650 Arch Street
Philadelphia, PA 19103

As to Settling Defendants:

Frank Parigi
General Counsel
Glenn Springs Holdings, Inc.
5005 LBJ Freeway, Suite 1350
Dallas, TX 75244-6119; and

Scott King
General Counsel
Occidental Chemical Corporation
5005 LBJ Freeway, Suite 2200
Dallas, TX 75244-6119

N. Sue Van Sant Palmer
General Counsel, Corporate Services
Bridgestone Americas, Inc.
535 Marriot Drive
Nashville, TN 37214

XVI. RETENTION OF JURISDICTION

41. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XVII. INTEGRATION

42. This Consent Decree and its appendixes constitutes the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in

this Consent Decree. Appendix A is the EPA Cost Summary Report, describing all costs paid by EPA through September 13, 2011. Appendix B is an image of the area where the Site is located.

XVIII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

43. 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 this Consent Decree is inappropriate, improper, or inadequate. Settling Defendants consent to the entry of this Consent Decree without further notice.

44. 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.

XIX. SIGNATORIES/SERVICE

45. Each undersigned representative of Settling Defendants to this Consent Decree and the Chief or Deputy Chief of the Environmental Enforcement Section for the Environment and Natural Resources Division of the United States Department of Justice certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

46. Settling Defendants agree 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 Settling Defendants in writing that it no longer supports entry of the Consent Decree.

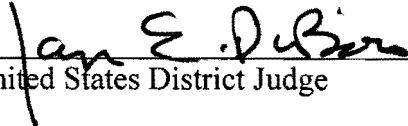
47. Each Settling Defendant shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of the Party with respect to all matters arising under or relating to this Consent Decree. Each Settling

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. The Parties agree and stipulate that Settling Defendants need not file an answer to the complaint in this action unless or until the Court expressly declines to enter this Consent Decree.

XX. FINAL JUDGMENT

48. Upon Approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment between the United States and the Settling Defendants. 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 ^{3RD} ~~JANUARY~~ 2012 DAY OF ____, 20__.

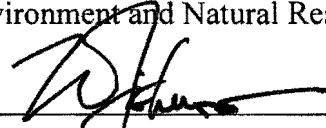

United States District Judge

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Occidental Chemical Corporation, et al. relating to the Occidental Chemical Corporation Superfund Site.

FOR THE UNITED STATES OF AMERICA:

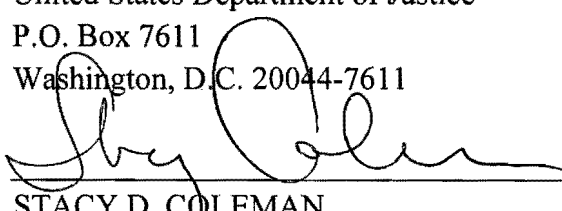
Date: 11/7/11

IGNACIA S. MORENO
Assistant Attorney General
Environment and Natural Resources Division



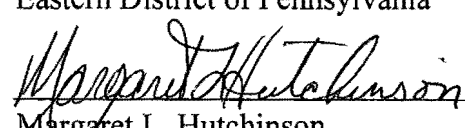
W. BENJAMIN FISHEROW
Acting Chief
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611

Date: 11/9/11



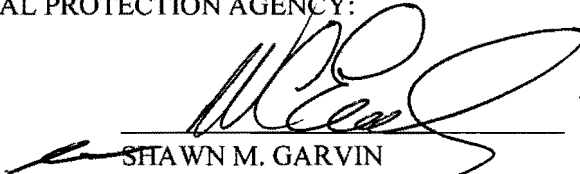
STACY D. COLEMAN
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20530
Tele. No. 202/305-0302

Date: 11/15/11

ZANE D. MEMEGER
United States Attorney
Eastern District of Pennsylvania


Margaret L. Hutchinson
Civil Chief
Office of the United States Attorney
Eastern District of Pennsylvania
615 Chestnut Street
Philadelphia, PA 17106-1754
Tele. No. 215/861-8282

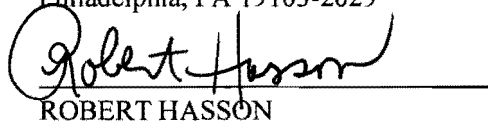
FOR THE U.S. ENVIRONMENTAL PROTECTION AGENCY:



SHAWN M. GARVIN
Regional Administrator
U.S. Environmental Protection Agency
Region III
1650 Arch Street
Philadelphia, PA 19103-2029



MARCIA E. MULKEY
Regional Counsel
U.S. Environmental Protection Agency
1650 Arch Street
Philadelphia, PA 19103-2029



ROBERT HASSON
Senior Assistant Regional Counsel
U.S. Environmental Protection Agency
1650 Arch Street
Philadelphia, PA 19103-2029
Tele. No. 215/814-2672

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Occidental Chemical Corporation, et al. relating to the Occidental Chemical Corporation Superfund Site.

FOR SETTLING DEFENDANT OCCIDENTAL CHEMICAL CORPORATION:

A handwritten signature in black ink, appearing to read 'M. G. Anderson', written over a horizontal line.

MICHAEL G. ANDERSON

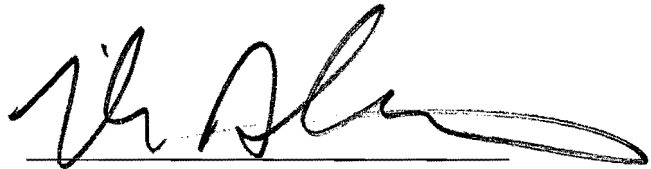
Vice President

Occidental Chemical Corporation

5005 LBJ Freeway

Dallas, TX 75244-6119

FOR SETTLING DEFENDANT GLENN SPRINGS HOLDING, INC.:

A handwritten signature in black ink, appearing to read 'M. G. Anderson', written over a horizontal line.

MICHAEL G. ANDERSON

President

Glenn Spring Holding, Inc.

5005 LBJ Freeway, Suite 1350

Dallas, TX 75244-6119

FOR SETTLING DEFENDANT BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC:

A handwritten signature in black ink, appearing to read 'CRN', is positioned above a horizontal line.

CHRISTOPHER R. NICASTRO
Vice President & General Counsel
Bridgestone Americas, Inc.