

1 As to Trust I and Trust II:

Iron Mountain Mine Remediation Trust
c/o IT Administrative Services, LLC
4005 Port Chicago Highway
Concord, CA 94520
Attn: Mario Maciel, President

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Iron Mountain Mine Remediation Trust
c/o IT Administrative Services, LLC
2790 Mosside Boulevard
Monroeville, PA 15146
Attn: James M. Redwine, Vice President

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7 As to the Trustee:

Mario Maciel, President
IT Administrative Services, LLC
4005 Port Chicago Highway
Concord, CA 94520

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James M. Redwine, Vice President
IT Administrative Services, LLC
2790 Mosside Boulevard
Monroeville, PA 15146

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12 As to IT Corporation:

Mario Maciel,
Director of Construction for the
Commercial and Engineering Group
IT Corporation
4005 Port Chicago Highway
Concord, CA 94520

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Gary Gardner, Senior Vice President
President, Commercial Engineer and Construction
Group
IT Corporation
200 Horizon Center Boulevard
Trenton, NJ 08691-1904

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James M. Redwine
Vice President
IT Corporation
2790 Mosside Boulevard
Monroeville, PA 15146

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22 As to The IT Group, Inc:

Mario Maciel,
Director of Construction for the
Commercial and Engineering Group
The IT Group, Inc.
4005 Port Chicago Highway
Concord, CA 94520

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1 Gary Gardner, Senior Vice President
2 President, Commercial Engineer and Construction
3 Group
4 The IT Group, Inc.
5 200 Horizon Center Boulevard
6 Trenton, NJ 08691-1904

7 James M. Redwine
8 Vice President
9 The IT Group, Inc.
10 2790 Mosside Boulevard
11 Monroeville, PA 15146

12 As to AISLIC:

13 Manager, Pollution Insurance Products
14 Unit
15 AIG Technical Services, Inc.
16 Environmental Claims Department
17 80 Pine Street, Sixth Floor
18 New York, New York 10005

19 XXVII. EFFECTIVE DATE

20 102. The Effective Date of this Consent Decree shall be the date upon which this
21 Consent Decree is initially approved and entered by the Court.

22 XXVIII. RETENTION OF JURISDICTION

23 103. This Court retains jurisdiction over:

- 24 A. the subject matter of this Consent Decree,
25 B. issues that cannot otherwise be resolved arising between the United
26 States and the State over the subject matter of this Consent Decree, and
27 C. the Settling Parties, Site Operator, IT, ITX, and AISLIC for the duration
28 of their respective performance of the terms and provisions of this Consent Decree.

Such continuing jurisdiction shall be for the purpose of:

D. enabling any of the Parties to apply to the Court at any time for such
further order, direction, and relief as may be necessary or appropriate for the construction of
this Consent Decree, or modification of this Consent Decree pursuant to Section XXXI.

E. to effectuate or enforce compliance with the terms of this Consent
Decree.

1 F. to resolve disputes in accordance with Section XIX (Dispute Resolution)
2 hereof, and

3 G. to resolve disputes arising under this Consent Decree between the United
4 States and the State that cannot be otherwise resolved in accordance with the procedures set
5 forth in the MOU.

6 XXIX. APPENDICES

7 104. The following appendices are attached to and incorporated into this Consent
8 Decree:

9 "Appendix A" is ROD 1

10 "Appendix B" is ROD 2

11 "Appendix C" is ROD 3

12 "Appendix D" is ROD 4

13 "Appendix E" is the SOW

14 "Appendix F" is the map of the Site

15 "Appendix G" is the Action Memorandum for the Flat Creek Bridge removal action

16 "Appendix H" is the MOU

17 "Appendix I" is the DOI payment instructions

18 "Appendix J" is the Policy

19 "Appendix K" is the Iron Mountain Mine Remediation Trust Agreement II

20 "Appendix L" is the map depicting the Land

21 "Appendix M" is the Access Agreement

22 "Appendix N" is the Iron Mountain Mine Remediation Trust Agreement I

23 XXX. COMMUNITY RELATIONS

24 105. The Site Operator shall cooperate with EPA, the State plaintiffs, and the Natural
25 Resource Trustees in providing information regarding the activities required by this Consent
26 Decree to the public. As requested by EPA, the State plaintiffs, or the Natural Resource

1 Trustees, the Site Operator shall participate in the preparation of such information for
2 dissemination to the public and in public meetings that may be held or sponsored by EPA or
3 the State plaintiffs to explain activities at or relating to the Site.

4 XXXI. MODIFICATION

5 106. This Consent Decree may be modified by agreement of the Parties and approval
6 by the Court. All such modifications shall be made in writing.

7 107. Except as provided in the SOW, no material modifications shall be made to the
8 SOW without written notification to and written approval of the Oversight Agency, with the
9 concurrence of the Support Agency, and the Site Operator. Modifications to the SOW that do
10 not materially alter that document may be made by written agreement between the Oversight
11 Agency and the Site Operator. Modifications to the Policy allowed by the Policy may be made
12 in accordance with the terms and conditions of the Policy.

13 108. Nothing in this Consent Decree shall be deemed to alter the Court's power to
14 enforce, supervise or approve modifications to this Consent Decree.

15 XXXII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

16 109. This Consent Decree shall be lodged with the Court for a period of not less than
17 thirty (30) days for public notice and comment in accordance with Section 122(d)(2) of
18 CERCLA, 42 U.S.C. § 9622(d)(2), and 28 C.F.R. § 50.7. In accordance with Section
19 7003(d) of RCRA, 42 U.S.C. § 6973(d), members of the public will be given notice and an
20 opportunity for a public meeting in the affected area and a reasonable opportunity to comment
21 on the proposed settlement prior to its final entry. The United States reserves the right to
22 withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts
23 or considerations which indicate that the Consent Decree is inappropriate, improper, or
24 inadequate. The Settling Parties and the Site Operator consent to the entry of this Consent
25 Decree without further notice.

1 110. If for any reason the Court should decline to approve this Consent Decree in the
2 form presented, or if its approval and entry of this Consent Decree is subsequently vacated on
3 appeal of such approval and entry, this agreement is voidable at the sole discretion of any
4 Party, subject to the obligations of the Site Operator under Paragraph 14.B. and the terms of
5 this Consent Decree may not be used as evidence in any litigation between the Parties.

6 XXXIII. RESOLUTION OF NATURAL RESOURCE DAMAGE CLAIMS

7 111. The Natural Resource Trustees commit to the expenditure of the funds set forth
8 in Paragraph 6.A.(1)(a) for the design, implementation, permitting (as necessary), monitoring,
9 and oversight of restoration projects, and for the costs of complying with the requirements of
10 the law to conduct restoration planning and implementation for resources they believe have
11 been impacted by releases of hazardous substances at or from the Site, in furtherance of the
12 Natural Resource Trustees' efforts to:

- 13 a. preserve, protect, and restore current or potential habitat for fish and
14 wildlife;
- 15 b. preserve, protect, and restore current or potential habitat for endangered
16 and threatened species; and to
- 17 c. otherwise restore, replace, or acquire the equivalent of any natural
18 resources or services that the Natural Resource Trustees believe have
19 been injured or lost by releases of hazardous substances from the Site.

20 112. In allocating monies for restoration projects, the Natural Resource Trustees
21 shall take into consideration:

22 A. Their determination of the injuries they believe to have been caused by
23 releases of hazardous substances at or from the Site; and

24 B. Restoration projects that include, but are not limited to, projects that
25 enhance habitat and projects that improve water quality and quantity in the main stem of the
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1 Sacramento River Between Keswick Reservoir and Red Bluff, in order to restore natural
2 resources.

3 113. The details for specific projects will be contained in a restoration plan proposal
4 or proposals to be developed jointly by the Natural Resource Trustees. Any final restoration
5 plan will be prepared and implemented jointly by the Natural Resource Trustees, after
6 providing public notice, opportunity for public input, and consideration of any public
7 comment. The Natural Resource Trustees jointly retain the ultimate authority and
8 responsibility to use the funds in the Iron Mountain Mine NRD Account to restore natural
9 resources in accordance with applicable law, this Consent Decree, and any MOU entered into
10 by the Natural Resource Trustees.

11 XXXIV. SIGNATORIES/SERVICE

12 114. Each undersigned representative of a Party to this Consent Decree and the
13 Assistant Attorney General for the Environment and Natural Resources Division of the U.S.
14 Department of Justice certifies that he or she is fully authorized to enter into the terms and
15 conditions of this Consent Decree and to execute and legally bind such Party to this document.

16 115. The Settling Parties and the Site Operator hereby agree not to oppose entry of
17 this Consent Decree by this Court or to challenge any provision of this Consent Decree unless
18 the United States has notified the Settling Parties and the Site Operator in writing that it no
19 longer supports entry of the Consent Decree.

20 116. Each Settling Party and the Site Operator shall identify, on the attached
21 signature page, the name, address and telephone number of an agent who is authorized to
22 accept service of process by mail on behalf of that Party with respect to all matters arising
23 under or relating to this Consent Decree. The Settling Parties and the Site Operator hereby
24 agree to accept service in that manner and to waive the formal service requirements set forth in
25 Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court,
26 including, but not limited to, service of a summons.

1 117. This Consent Decree may be signed in counterparts, and such counterpart
2 signature pages shall be given full force and effect.

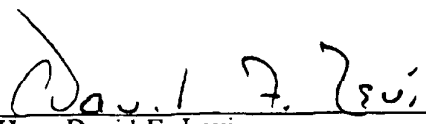
3 XXXV. ADMINISTRATIVE ORDERS

4 118. Upon the performance by the Settling Parties of the funding obligations required
5 under Paragraph 6 of this Consent Decree, the Settling Defendant shall have no further
6 obligations under the administrative orders issued by EPA or DTSC to date. If, following the
7 Effective Date of this Consent Decree, the Consent Decree is vacated and not reentered, so
8 that there is no Date of Final Approval, EPA and DTSC may reinstate the obligations of those
9 administrative orders as to the Settling Defendant.

10 XXXVI. FINAL JUDGMENT

11 119. Upon approval and entry of this Consent Decree by the Court, this Consent
12 Decree shall constitute a final judgment between and among the United States, the State
13 agencies, and the Settling Defendant and, among other things, resolves all claims, counter-
14 claims, and third-party claims filed in the above-captioned cases between and among those
15 Parties. The Court finds that there is no just reason for delay and therefore enters this
16 judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

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18 SO ORDERED THIS 8 DAY OF December, 2000.

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21 Hon. David F. Levi
22 United States District Judge
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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States
v. Iron Mountain Mines, Inc., et al., relating to the Iron Mountain Mine Superfund Site.

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FOR THE UNITED STATES OF AMERICA

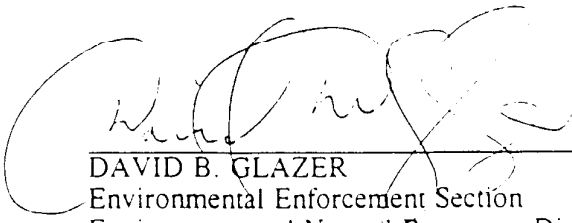
Date

LOIS J. SCHIFFER
Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20530

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States
v. Iron Mountain Mines, Inc., et al., relating to the Iron Mountain Mine Superfund Site.

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Oct. 16, 2000
Date



DAVID B. GLAZER
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
301 Howard Street, Suite 870
San Francisco, California 94105
(415) 744-6491

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Iron Mountain Mines, Inc., et al., relating to the Iron Mountain Mine Superfund Site.

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10-16-2000
Date

Keith Takata
KEITH TAKATA
Director, Superfund Division
U.S. Environmental Protection Agency
Region 9
75 Hawthorne Street
San Francisco, California 94105

7/17/2000
Date

Thomas A. Bloomfield
THOMAS A. BLOOMFIELD
Assistant Regional Counsel
U.S. Environmental Protection Agency
Region 9
75 Hawthorne Street
San Francisco, California 94105

1 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States
2 v. Iron Mountain Mines, Inc., et al., relating to the Iron Mountain Mine Superfund Site.

3 FOR THE STATE OF CALIFORNIA, on behalf
4 of the Department of Toxic Substances Control,
5 the CHSA, the CHSCF, the CTSCA, the Regional
6 Water Quality Control Board for the Central
7 Valley Region, the State Water Resources Control
8 Board, the Department of Fish and Game, and the
9 State Lands Commission:


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Date 10/17/00

Thomas Howard for
EDWARD C. ANTON, Acting Executive Director
State Water Resources Control Board
901 P Street
Sacramento, California 95827

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States
v. Iron Mountain Mines, Inc., et al., relating to the Iron Mountain Mine Superfund Site.

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18 OCT 2000
Date



GARY CARLTON, Executive Officer
Regional Water Quality Control Board,
Central Valley Region
3443 Routier Road, Suite A
Sacramento, California 95827-3098