

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

)
)
UNITED STATES OF AMERICA,)
)

Plaintiff,)

v.)

BELLE TIRE DISTRIBUTORS, INC., *et al.*,)

Defendants.)
_____)

Case No.: 1:06cv0816

Judge Paul L. Maloney

PARTIAL CONSENT DECREE

(Regarding Belle Tire Distributors, Inc.; Global Golf Management, Inc.;
Boland Tire, Inc.; Boland Tire of Breckinridge, Inc.; Boland Tire of Three Rivers, Inc.;
Cadillac Tire Center, Inc.;
Cleveland-Cliffs Inc.; The Cleveland-Cliffs Iron Company; Empire Iron Mining Partnership;
Tilden Mining Company L.C.; Tilden Magnetite Partnership;
and Statewide Tires of St. Louis, Inc.)

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I. BACKGROUND

A. The United States of America (“United States”), on behalf of the Administrator of the United States Environmental Protection Agency (“EPA”), filed a Complaint and First Amended Complaint in this matter pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”), 42 U.S.C. § 9607, seeking reimbursement of 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 Carl’s Tire Retreading Site near Grawn, in Grand Traverse County, Michigan (the “Site”).

B. As a result of the release or threatened release of hazardous substances, EPA has undertaken response actions at or in connection with the Site under Section 104 of CERCLA, 42 U.S.C. § 9604. In performing these response actions, EPA has incurred and will continue to incur response costs at or in connection with the Site. At the request of the Michigan Department of Environmental Quality, EPA conducted a removal action at the Site in 2003. EPA disposed of approximately 4,500 gallons of oil and water, 22,910 gallons of treated water, and 10,479 tons of excavated soil. In addition, EPA treated on site a total of 765 cubic yards of contaminated soil and 467,050 gallons of contaminated water.

C. The defendants and other entities (“Settling Parties”) that have entered into this Partial Consent Decree (“Consent Decree”) do not admit any liability to Plaintiff arising out of the transactions or occurrences alleged in the Complaint or First Amended Complaint.

D. The United States and Settling Parties 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 Consent 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 Parties. Solely for the purposes of this Consent Decree and the underlying complaint, Settling Parties waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District. Settling Parties 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 Parties and their successors and assigns. Any change in ownership or corporate or other legal status of a Settling Party, including but not limited to, any transfer of assets or real or personal property shall in no way alter such Settling Party's responsibilities under this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in the statute or regulations. Whenever the terms listed below are used in this Consent Decree, the following definitions shall apply:

- a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*
- b. "Consent Decree" or "Decree" shall mean this Partial Consent Decree and all appendices attached hereto. In the event of conflict between this Consent Decree and any appendix, the Consent Decree shall control.
- c. "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.
- d. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities.
- e. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.
- f. "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.
- g. "Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper or lower case letter.
- h. "Parties" shall mean the United States and the Settling Parties.
- i. "Past Response Costs" shall mean all response costs, as that term is defined by Section 101(25) of CERCLA, 42 U.S.C. § 9601(25), including but not limited

to direct and indirect costs, that EPA or DOJ on behalf of EPA has paid or will pay: (1) at or in connection with the Site through March 31, 2008, plus accrued Interest on all such costs; and (2) to recover any response costs related to EPA's removal action in 2003 or any prior response activity at the Site, including all costs to litigate the civil action in which this Consent Decree is entered, regardless of when those costs are incurred; provided that a Settling Party that fails to timely comply with Paragraph 5 shall be liable for all costs incurred by the United States in enforcing the terms of this Consent Decree as to such Party;

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

k. "Settling Parties" shall mean those persons, corporations or other entities listed in Appendix A.

l. "Site" shall mean the Carl's Tire Retreading Site, encompassing approximately 4.5 acres, located at 5175 Sawyer Woods Drive in Grawn, Grand Traverse County, Michigan and generally shown on the map attached as Appendix B, including any property that is contiguous to or otherwise similarly situated with respect to the Sawyers Woods Drive property where hazardous substances associated with the release or threatened release described in this Consent Decree or with the Past Response Costs have migrated or come to be located.

m. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

V. PAYMENT

4. Payment of Past Response Costs to EPA. Within 90 Days after entry of this Consent Decree, Settling Parties shall pay to the EPA the amounts set forth in Appendix A.

5. Payment shall be made by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice account in accordance with EFT instructions provided to Settling Parties by the Financial Litigation Unit of the U.S. Attorney's Office in the Western District of Michigan following entry of the Consent Decree.

6. At the time of payment, each Settling Party shall also send notice that its payment has been made to EPA and DOJ in accordance with Section XII (Notices and Submissions). Such notice shall reference EPA Region 5, Site/Spill Identification Number A514, DOJ case number 90-11-3-09026, and the civil action number 06-cv-0816.

7. The total amount to be paid by Settling Parties pursuant to Paragraph 4 shall be deposited by EPA in the EPA Hazardous Substance Superfund.

VI. FAILURE TO COMPLY WITH CONSENT DECREE

8. **Interest on Late Payments.** If any Settling Party fails to make full payment within the time required by Paragraph 4, that Settling Party shall pay Interest on the unpaid balance. In addition, if any Settling Party fails to make full payment as required by Paragraph 5, the United States may, in addition to any other available remedies or sanctions, bring an action against that Settling Party seeking injunctive relief to compel payment and/or seeking civil penalties under Section 122(l) of CERCLA, 42 U.S.C. 9622(l), for failure to make timely payment.

9. **Stipulated Penalty.**

a. If any Settling Party fails to make any payment under Paragraph 4 by the required date, that Settling Party 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 8, \$200 for each Day that such payment is late.

b. Stipulated penalties are due and payable within 30 Days of the date of 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 certified or cashier's check made payable to "EPA Hazardous Substance Superfund." The check, or a letter accompanying the check, shall reference the name and address of the party(ies) making payment, the Site name, the EPA Region and Site Spill ID Number A514, DOJ Case Number 90-11-3-09026, and the civil action number. Settling Parties shall send the check (and any accompanying letter) to:

Financial Litigation Unit
U.S. Attorney's Office
for the Western District of Michigan
P.O. Box 208
Grand Rapids, MI 49501-0208

c. At the time of each payment under this Paragraph, the Settling Party shall also send notice that payment has been made to EPA and DOJ in accordance with Section XII (Notices and Submissions). Such notice shall reference the EPA Region and Site/Spill ID Number A514, DOJ Case Number 90-11-3-09026, and the civil action number.

d. Penalties shall accrue as provided in this Paragraph 10 regardless of whether EPA has notified the non-paying Settling Party 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 herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

10. If the United States brings an action to enforce this Consent Decree, any Settling Party that has failed to comply with this Consent Decree shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

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

12. The obligations of Settling Parties to pay amounts owed the United States under Section V of this Consent Decree are joint and several. In the event of the failure of any one or more Settling Parties to make the payments required under Section V of this Consent Decree, the remaining Settling Parties shall be responsible for such payments.

13. Notwithstanding any other provision of this Section VI, 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 Parties from payment as required by Section V or from performance of any other requirements of this Consent Decree.

VII. COVENANT NOT TO SUE BY UNITED STATES

14. 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 Parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs. This covenant not to sue shall take effect upon receipt by EPA of all payments required by Section V, Paragraph 4 (Payment of Response Costs) and any amount due under Section VI (Failure to Comply with Consent Decree). This covenant not to sue is conditioned upon the satisfactory performance by Settling Parties of their obligations under this Consent Decree. This covenant not to sue extends only to Settling Parties and does not extend to any other person.

VIII. RESERVATIONS OF RIGHTS BY UNITED STATES

15. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Parties with respect to all matters not expressly included within the Covenant Not to Sue by United States in Paragraph 14. Notwithstanding any other provision of this Consent Decree, the United States reserves all rights against Setting Parties with respect to:

- a. liability for failure of Settling Parties 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;

- 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. COVENANT NOT TO SUE BY SETTLING PARTIES

16. Each Settling Party covenants not to sue and agrees not to assert any claims or causes of action against the United States or its contractors or employees, with respect to Past Response Costs or this Consent Decree, including but not limited to:

- a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund based on Sections 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 incurred, including any claim under the United States Constitution, the Constitution of the State of Michigan, 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 pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Past Response Costs.

17. 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).

18. Each Settling Party agrees not to assert any claims and to waive all claims or causes of action that it may have for all matters relating to the Site, including for contribution, against any person where the person's liability to that Settling Party with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if all or part of the disposal, treatment, or transport occurred before April 1, 2001, and the total amount of material containing hazardous substances contributed by such person to the Site was less than 110 gallons of liquid materials or 200 pounds of solid materials.

19. The waiver in Paragraph 18 shall not apply with respect to any defense, claim, or cause of action that a Settling Party may have against any person meeting the above criteria if such person asserts a claim or cause of action relating to the Site against such Settling Party. This

waiver also shall not apply to any claim or cause of action against any person meeting the above criteria if EPA determines:

a. that such person has failed to comply with any EPA requests for information or administrative subpoenas issued pursuant to Section 104(e) or 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) or 9622(e), or Section 3007 of the Solid Waste Disposal Act (also known as the Resource Conservation and Recovery Act or "RCRA"), 42 U.S.C. § 6927, or has impeded or is impeding, through action or inaction, the performance of a response action or natural resource restoration with respect to the Site, or has been convicted of a criminal violation for the conduct to which this waiver would apply and that conviction has not been vitiated on appeal or otherwise; or

b. that the materials containing hazardous substances contributed to the Site by such person have contributed significantly, or could contribute significantly, either individually or in the aggregate, to the cost of response action or natural resource restoration at the Site.

20. Each Settling Party agrees not to assert any claims and to waive all claims or causes of action that it may have for all matters relating to the Site, including for contribution, against any person that has entered into a final *de minimis* settlement under Section 122(g) of CERCLA, 42 U.S.C. § 9622(g), with EPA with respect to the Site as of the date of entry of the Consent Decree. This waiver shall not apply with respect to any defense, claim, or cause of action that a Settling Party may have against any person if such person asserts a claim or cause of action relating to the Site against such Settling Party.

21. In addition to the protection provided in Paragraph 23 below, the Settling Parties agree to not assert any claims and waive all claims or causes of action that they may have for all "matters addressed" in this Consent Decree against each other. The "matters addressed" in this Consent Decree are Past Response Costs.

X. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

22. Except as provided in Paragraphs 18 and 19 (Non-Exempt De Micromis Waiver) and 20 (*De Minimis* Waiver), 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. Except as provided in Paragraphs 18 and 19 (Non-Exempt De Micromis Waiver) and 20 (*De Minimis* Waiver), the Parties expressly reserve any and all rights (including, but not limited to, any right to contribution), 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.

23. The Parties agree, and by entering this Consent Decree this Court finds, that Settling Parties are entitled, as of the date of entry of this Consent Decree, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C.

§ 9613(f)(2), for “matters addressed” in this Consent Decree. The “matters addressed” in this Consent Decree are Past Response Costs.

24. Each Settling Party agrees that, with respect to any suit or claim for contribution brought by it for matters related to this Consent Decree, it will notify EPA and DOJ in writing no later than 60 Days prior to the initiation of such suit or claim. Each Settling Party also agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Consent Decree, it will notify EPA and DOJ in writing within 10 Days of service of the complaint or claim upon it. In addition, each Settling Party shall notify EPA and DOJ within 10 Days of service or receipt of any Motion for Summary Judgment, and within 10 Days of receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

XI. RETENTION OF RECORDS

25. Until 5 years after the entry of this Consent Decree, each Settling Party shall preserve and retain all records, reports, or information (hereinafter referred to as “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.

26. After the conclusion of the 5-year document retention period in the preceding paragraph, each Settling Party shall notify EPA and DOJ at least 90 Days prior to the destruction of any such records, and, upon request by EPA or DOJ, each Settling Party shall deliver any such records to EPA. Any Settling Party may assert that certain records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If a Settling Party 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 Party 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 that Settling Party’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.

27. Each Settling Party hereby certifies individually 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 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 EPA requests 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.

XII. NOTICES AND SUBMISSIONS

28. 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 Settling Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, DOJ, and Settling Parties, respectively.

As to the United States:

As to DOJ:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice (DJ # 90-11-3-09026)
P.O. Box 7611
Washington, D.C. 20044-7611

As to EPA:

Steven P. Kaiser
Associate Regional Counsel
Office of Regional Counsel
U.S. EPA, Region 5
77 West Jackson Boulevard
Chicago, IL 60604
(312) 353-3804

and

Brian Kelly
On Scene Coordinator
9311 Groh Road, SE-GI
Grosse Isle, MI 48138
(734) 692-7684

As to Settling Parties:

As listed on the Signature Page for each Settling Party.

XIII. RETENTION OF JURISDICTION

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

XIV. INTEGRATION/APPENDICES

30. This Consent Decree and its appendices constitute 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. The following appendices are attached and incorporated into this Consent Decree:

“Appendix A” is the list of Settling Parties and the settlement amount of each Settling Party or group of Settling Parties.

“Appendix B” is the map of the Site.

XV. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

31. This Consent Decree shall be lodged with the Court for a period of not less than 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 Parties consent to the entry of this Consent Decree without further notice.

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

XVI. EFFECTIVE DATE

33. The effective date of this Consent Decree shall be the date of entry by this Court, following public comment pursuant to Paragraph 31.

XVII. SIGNATORIES/SERVICE

34. Each undersigned representative of a Settling Party to this Consent Decree and the Deputy Chief of the Environmental Enforcement Section, Environment and Natural Resources Division of the United States Department of Justice certifies that such person is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such party to this document.

35. Each Settling Party 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 Settling Parties in writing that it no longer supports entry of the Consent Decree.

36. Each Settling Party shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. Settling Parties hereby agree to accept service including, but not limited to, service of a summons, 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.

XVIII. FINAL JUDGMENT

37. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment between and among the United States and the Settling Parties. 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 ____ DAY OF _____, 20__.

Hon. Paul L. Maloney
United States District Judge

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States v. Belle Tire Distr., Inc., et al.*, Civil Action No. 06-cv-0816 (W.D. Mich.), relating to the Carl's Tire Retreading Site.

FOR PLAINTIFF THE UNITED STATES OF AMERICA

RONALD J. TENPAS
Assistant Attorney General
Environmental and Natural Resources Division

Date: _____

W. BENJAMIN FISHEROW
Deputy Chief
Environmental Enforcement Section
Environment and Natural Resources Division

Date: _____

MICHAEL J. ZOELLER
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
Ben Franklin Station, PO Box 7611
Washington, DC 20044-7611
Tel: (202) 305-1478
Fax: (202) 514-8395
michael.zoeller@usdoj.gov

CHARLES R. GROSS
United States Attorney

Date: _____

RYAN COBB
Assistant United States Attorney
330 Ionia Avenue, NW, Suite 501
Grand Rapids, MI 49503
Tel: (616) 456-2404
Fax: (616) 456-2408

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States v. Belle Tire Distr., Inc., et al.*, Civil Action No. 06-cv-0816 (W.D. Mich.), relating to the Carl's Tire Retreading Site.

FOR PLAINTIFF THE UNITED STATES OF AMERICA

RONALD J. TENPAS
Assistant Attorney General
Environmental and Natural Resources Division

Date: _____

W. BENJAMIN FISHEROW
Deputy Chief
Environmental Enforcement Section
Environment and Natural Resources Division

Date: _____

MICHAEL J. ZOELLER
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
Ben Franklin Station, PO Box 7611
Washington, DC 20044-7611
Tel: (202) 305-1478
Fax: (202) 514-8395
michael.zoeller@usdoj.gov

CHARLES R. GROSS
United States Attorney

Date: 5/9/08

RYAN COBB
Assistant United States Attorney
330 Ionia Avenue, NW, Suite 501
Grand Rapids, MI 49503
Tel: (616) 456-2404
Fax: (616) 456-2408

Date: 5-20-08

RICHARD C. KARL
Director, Superfund Division
U.S. Environmental Protection Agency-Region 5
77 West Jackson Blvd.
Chicago, IL 60604-3507

Date: 05.12.08

STEVEN P. KAISER
Associate Regional Counsel
U.S. Environmental Protection Agency-Region 5 (C-14)
77 West Jackson Blvd.
Chicago, IL 60604-3507
(312) 353-3804

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Belle Tire Distr., Inc., et al.*, Civil Action No. 06-cv-0816 (W.D. Mich.), relating to the Carl's Tire Retreading Site.

FOR BELLE TIRE DISTRIBUTORS, INC.

Date: 5-1-08

DANIEL LIGHT
CFO, Belle Tire Distributors, Inc.
3500 Enterprise Drive
Allen Park, MI 48101

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

John A. Ferroli (for Belle Tire)
Dykema Gossett PLLC
300 Ottawa Avenue, N.W. Suite 700
Grand Rapids, MI 49503

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Belle Tire Distr., Inc., et al.*, Civil Action No. 06-cv-0816 (W.D. Mich.), relating to the Carl's Tire Retreading Site.

FOR GLOBAL GOLF MANAGEMENT, INC.

Date: 04/29/08

GERALD S. KOCIS
Vice-President, Global Golf Management
2825 U.S. 31 South
Traverse City, MI 49684


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

Gary M. Ford
Bowerman, Bowden, Ford, Clulo & Luyt, P.C.
620-A Woodmere
Traverse City, MI 49686

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States v. Belle Tire Distr., Inc., et al.*, Civil Action No. 06-cv-0816 (W.D. Mich.), relating to the Carl's Tire Retreading Site.

FOR CLEVELAND-CLIFFS INC.,
THE CLEVELAND-CLIFFS IRON COMPANY,
EMPIRE IRON MINING PARTNERSHIP,
TILDEN MINING COMPANY L.C., AND
TILDEN MAGNETITE PARTNERSHIP

Date: 8 May 2008


GEORGE W. HAWK, JR.
General Counsel & Secretary
Cleveland-Cliffs Inc.
1100 Superior Avenue
Cleveland, OH 44114

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

Dennis J. Donohue
Warner Norcross & Judd LLP
900 Fifth Third Center
111 Lyon Street, N.W.
Grand Rapids, MI 49503-2487

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States v. Belle Tire Distr., Inc., et al.*, Civil Action No. 06-cv-0816 (W.D. Mich.), relating to the Carl's Tire Retreading Site.

FOR BOLAND TIRE, INC.,
BOLAND TIRE OF BRECKINRIDGE, INC., AND
BOLAND TIRE OF THREE RIVERS, INC.

Date: 4-25-08

~~CHRISTOPHER J. BOLAND~~
President, Boland Tire, Inc.
President, Boland Tire of Breckinridge, Inc.
President, Boland Tire of Three Rivers, Inc.
P.O. Box A
315 North Nottawa
Sturgis, MI 49091

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

Douglas A. Donnell
Mika Meyers Beckett & Jones PLC
900 Monroe Avenue, NW
Grand Rapids, MI 49503

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Belle Tire Distr., Inc., et al.*, Civil Action No. 06-cv-0816 (W.D. Mich.), relating to the Carl's Tire Retreading Site.

FOR STATEWIDE TIRES OF ST. LOUIS, INC.

Date: _____

HERMAN M. SCHERMER
President, Statewide Tire of St. Louis, Inc.
2300 South Third Street
St. Louis, MO 63104

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

Douglas A. Donnell
Mika Meyers Beckett & Jones PLC
900 Monroe Avenue, NW
Grand Rapids, MI 49503

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Belle Tire Distr., Inc., et al.*, Civil Action No. 06-cv-0816 (W.D. Mich.), relating to the Carl's Tire Retreading Site.

FOR CADILLAC TIRE CENTER, INC.

Date: 5/10/08

STEVEN ANDERSON
President, Cadillac Tire Center, Inc.
7296 South US 131
Cadillac, MI 49601

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

Dustin Ordway
Miller Johnson
250 Monroe Avenue, N.W., Suite 800
P.O. Box 306
Grand Rapids, MI 49501-0306

APPENDIX A

Appendix A to the Consent Decree in the matter of *United States v. Belle Tire Distr., Inc., et al.*, Civil Action No. 06-cv-0816 (W.D. Mich.), relating to the Carl's Tire Retreading Site

List of Settling Parties, Estimated Relative Contribution to Site, and Settlement Amounts

Settling Parties	Estimated Contribution	Settlement Amount
Belle Tire Distributors, Inc.; and Global Golf Management, Inc.	4.41%	\$152,665.25
Boland Tire, Inc.; Boland Tire of Breckinridge, Inc.; and Boland Tire of Three Rivers, Inc.	4.41%	\$152,665.25
Cadillac Tire Center, Inc.	2.20%	\$76,332.62
Cleveland-Cliffs Inc.; The Cleveland-Cliffs Iron Company; Empire Iron Mining Partnership; Tilden Mining Company L.C.; and Tilden Magnetite Partnership	38.03%	\$1,316,737.73
Statewide Tires of St. Louis, Inc.	2.65%	\$91,599.15
TOTAL	57.76%	\$1,790,000.00

APPENDIX B

Appendix B to the Consent Decree in the matter of *United States v. Belle Tire Distr., Inc., et al.*, Civil Action No. 06-cv-0816 (W.D. Mich.), relating to the Carl's Tire Retreading Site

Map of Carl's Tire Retreading Site 5175 Sawyer Woods Drive in Grawn, Grand Traverse County, Michigan

