

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

THE UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	No.
)	
v.)	
)	
BELSON STEEL CENTER SCRAP, INC,)	Judge
)	
Defendant.)	

CONSENT DECREE

WHEREAS, Plaintiff, United States of America, on behalf of the United States Environmental Protection Agency ("EPA"), filed a Complaint in this action alleging that Defendant Belson Steel Center Scrap, Inc. ("Belson Steel"), disposed of refrigerant-containing appliances in a manner which violated regulations at 40 C.F.R. Part 82, Subpart F.

WHEREAS, the Complaint against Belson Steel alleges, pursuant to Section 113(b) of the Clean Air Act ("CAA" or "the Act"), 42 U.S.C. § 7413(b), that up until at least November 8, 2007, Belson Steel violated 40 C.F.R. § 82.156 (f) by failing either to recover the refrigerant from the appliances prior to disposal, or obtain signed statements in accordance with 40 C.F.R. § 82.156(f)(2) from each person who supplied small appliances to Belson Steel, verifying that all refrigerant had been recovered from such small appliances in accordance with 40 C.F.R. § 82.156(g) or (h) prior to delivery of the appliances to Belson Steel. In addition, the Complaint alleges that Belson Steel did not maintain copies of any such verification statements in accordance with 40 C.F.R. § 82.166(i).

WHEREAS, Belson Steel denies that it violated the CAA, as alleged in the Complaint, and Belson Steel admits the jurisdictional allegations in the Complaint and this Consent Decree, and Belson Steel neither admits nor denies the factual allegations in the Complaint.

WHEREAS, the Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and will avoid litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, with the consent of the Parties, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over this action pursuant to Section 113(b) of the Clean Air Act, 42 U.S.C. § 7413 (b), and 28 U.S.C. §§ 1331, 1345 and 1355, and over the parties.
2. Venue is proper in this District pursuant to Section 113 (b) of the Clean Air Act, 42 U.S.C. § 7413 (b), and 28 U.S.C. §§ 1391 (b) and (c) and 1395 (a), because Belson Steel's facility is located in the Northern District of Illinois, and because this is the judicial district in which the events giving rise to the claim occurred. For purposes of this Decree, or any action to enforce this Decree, Belson Steel consents to the Court's jurisdiction over this Decree or such action and over Belson Steel, and consents to venue in this judicial district.
3. Belson Steel stipulates that the U.S. Environmental Protection Agency has jurisdiction over the subject matter alleged in the Complaint, and that the Complaint states a claim upon which relief can be granted against Belson Steel pursuant to Section 113(b) of the Clean Air Act, 42 U.S.C. § 7413 (b). Belson Steel waives any defenses it might have as to jurisdiction and venue, and, without admitting or denying the factual allegations contained in the Complaint, consents to the terms of this Consent Decree.

II. APPLICABILITY

4. The obligations of this Consent Decree apply to and are binding upon the United States and upon Belson Steel, its agents, successors, and assigns.

5. Any transfer of ownership or operation of the Facility to any other person must be conditioned upon the transferee's agreement to undertake the obligations required by this Decree, as provided in a written agreement between Belson Steel and the proposed transferee, enforceable by the United States as third-party beneficiary of such agreement. At least 30 days prior to such transfer, Belson Steel shall provide a copy of this Consent Decree to the proposed transferee and shall simultaneously provide written notice of the prospective transfer, together with a copy of the proposed written agreement, to EPA Region 5, the United States Attorney for the Northern District of Illinois, and the United States Department of Justice, in accordance with Section XII of this Decree (Notices). Any attempt to transfer ownership or operation of the Facility without complying with this Paragraph constitutes a violation of this Decree. No transfer of ownership or operation of the Facility, whether in compliance with this Paragraph or otherwise, shall relieve Belson Steel of its obligation to ensure that the terms of the Decree are implemented.

6. Belson Steel shall provide a copy of this Consent Decree to all officers, employees, and agents whose duties might reasonably include compliance with any provision of this Decree.

7. In any action to enforce this Consent Decree, Belson Steel shall not raise as a defense the failure by any of its officers, directors, employees, agents, or contractors to take any actions necessary to comply with the provisions of this Consent Decree.

III. DEFINITIONS

8. Terms used in this Consent Decree that are defined in the Act or in regulations promulgated pursuant to the Act shall have the meanings assigned to them in the Act or such regulations, unless otherwise provided in this Decree. Whenever the terms set forth below are used in this Consent Decree, the following definitions shall apply:

a. "Complaint" shall mean the Complaint filed by the United States in this action;

b. "Consent Decree" or "Decree" shall mean this Decree and all appendices attached hereto;

c. "CAA" means the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.*;

d. "Day" shall mean a calendar day unless expressly stated to be a working 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. "Defendant" shall mean Belson Steel Center Scrap, Inc.;

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

g. "Facility" shall mean Belson Steel's recycling facility located at 1685 N. Route 50, in Bourbonnais, Illinois;

h. "Interest" means the rate of interest specified for a money judgment in a civil case recovered in a district court pursuant to 28 U.S.C. § 1961;

- i. "Paragraph" shall mean a portion of this Decree identified by an arabic numeral;
- j. "Parties" shall mean the United States and Belson Steel;
- k. "Section" shall mean a portion of this Decree identified by a roman numeral;
- l. "State" shall mean the State of Illinois;
- m. "United States" shall mean the United States of America, acting on behalf of EPA;

IV. CIVIL PENALTY

9. Within 534 days after the Effective Date of this Consent Decree, Belson Steel shall pay the sum of fifty four thousand dollars (\$54,000) as a civil penalty, together with Interest as defined in paragraph 8h, above running from the Effective Date of the Consent Decree. The sum of \$54,000 shall be paid in four equal installments of \$13,500 each, plus Interest, as follows: (1) within 30 days of the Effective Date of this Consent Decree, (2) within six months from the Effective Date, (3) within 12 months from the Effective Date, and (4) within 18 months from the Effective Date. Payments shall be made by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice in accordance with instructions to be provided to Belson Steel following lodging of the Consent Decree by the Financial Litigation Unit of the U.S. Attorney's Office for the Northern District of Illinois. At the time of each payment, Belson Steel shall simultaneously send written notice of payment and a copy of any transmittal documentation, which should reference DOJ case number 90-5-2-1-09506 and the United States Attorney's Office file number 2008V01820, to the United States in accordance with Section XIV of this Decree (Notices).

10. Belson Steel shall not deduct the civil penalty paid under this Section in calculating its federal income tax.

V. COMPLIANCE REQUIREMENTS

11. It is the express purpose of the Parties in entering into this Consent Decree to further the goals of the CAA. By its signature to this Consent Decree, Belson Steel certifies that its Facility is now in compliance with the CAA and its implementing regulations, including, without limitation, Section 608 of the CAA, 42 U.S.C. § 7671g, and its implementing regulations at 40 C.F.R. Part 82, Subpart F.

12. Belson Steel shall comply with 40 C.F.R. Part 82. Additionally, Belson Steel shall implement the following actions from the effective date of this Consent Decree until the later of June 1, 2011, or termination of this Consent Decree under section 18, for any small appliance that it receives at its facility. Belson Steel shall recover refrigerant pursuant to paragraphs 16 to 18 or verify recovery pursuant to paragraphs 14 and 15.

13. Belson Steel shall no longer accept small appliances with cut or dismantled refrigerant lines unless it implements its refrigerant verification program required by paragraph 14.

14. Belson Steel shall notify its suppliers in writing that it will not accept small appliances with cut or dismantled refrigerant lines unless the suppliers can certify that the refrigerant was properly evacuated prior to cutting or dismantling the refrigerant lines. Belson Steel shall have its suppliers use the verification statement included as Attachment 1 if they claim that refrigerant was previously evacuated.

15. Belson Steel shall notify its suppliers in writing that it will provide refrigerant recovery services. Belson Steel may satisfy the notice requirements of paragraphs 14 and 15 with

a sign that is prominently displayed at its weigh station during the period of time that this Consent Decree is effective.

16. Belson Steel shall purchase and use equipment to recover refrigerant from small appliances in accordance with 40 C.F.R. §§ 82.156.

17. Belson Steel shall have the refrigerant recovered by a properly trained individual. If that individual is an employee of Belson Steel, then Belson Steel will ensure that the individual is properly trained to use the equipment identified in paragraph 16.

18. Belson Steel shall use the small appliance log included as Attachment 2. Belson Steel shall retain copies of receipts for all refrigerant it collects and sends to another company for reclamation. Belson Steel shall also document the number of small appliances it rejects and the reason for rejecting the item(s).

VI. REPORTING REQUIREMENTS

19. Within 10 days of the effective date of this Consent Decree Belson Steel shall provide EPA with proof of its compliance with the notice requirements of paragraphs 14 and 15. By that date Belson Steel shall also provide EPA with proof that it purchased the equipment required by paragraph 16 and has an individual trained in recovering refrigerant as required by paragraph 17.

20. By December 1, 2009, June 1, 2010, December 1, 2010, and June 1, 2011, Belson Steel shall submit to EPA a copy of its small appliance log, the information required by paragraph 19 and any verification statements collected pursuant to paragraph 14 above.

21. All reports shall be submitted to the persons designated in Section XIV of this Consent Decree (Notices).

22. Each report submitted by Belson Steel under this Section shall be signed by an official of the submitting party and include the following certification:

I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that this document and its attachments were prepared either by me personally or under my direction or supervision in a manner designed to ensure that qualified and knowledgeable personnel properly gather and present the information contained therein. I further certify, based on my personal knowledge or on my inquiry of those individuals immediately responsible for obtaining the information, that the information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing and willful submission of a materially false statement.

23. The reporting requirements of this Consent Decree do not relieve Belson Steel of any reporting obligations required by the CAA or implementing regulations, or by any other federal, state, or local law, regulation, permit, or other requirement.

24. Any information provided pursuant to this Consent Decree may be used by the United States in any proceeding to enforce the provisions of this Consent Decree and as otherwise permitted by law.

VII. STIPULATED PENALTIES

25. If Belson Steel fails to pay the civil penalty required to be paid under Section IV (Civil Penalty) of this Decree when due, Belson Steel shall pay a stipulated penalty of \$200 per day for each day that the payment is late. Late payment of the civil penalty shall be made in accordance with Section IV, Paragraph 9, above. Stipulated Penalties shall be paid in accordance with instructions to be obtained from the Financial Litigation Unit of the United States' Attorney's Office. All transmittal correspondence shall state that any such payment is for late payment of the civil

penalty due under this Decree, or for Stipulated Penalties for late payment, as applicable, and shall include the identifying information set forth in Paragraph 9, above.

26. Belson Steel shall be liable for Stipulated Penalties to the United States for violations of this Consent Decree as specified below. A violation includes failing to complete any activity required by this Decree, according to all applicable requirements of this Decree and within the specified time schedules established by or approved under this Decree.

27. Compliance and Reporting Requirements The following Stipulated Penalties shall accrue per violation per day for each violation of the compliance requirements of Section V and the reporting requirements of Section VI of this Consent Decree:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$100	1st through 14th day
\$200	15th through 30th day
\$600	31st day and beyond

If a report is submitted late, then Stipulated Penalties began to accrue immediately. If Belson Steel in good faith timely submits a report required by Sections V or VI of the Consent Decree and EPA determines that a component of the report is deficient, EPA will provide notice in writing of the deficiency and allow Belson Steel 14 days to correct the deficiency. If Belson Steel fails to correct the deficiency within the time period allowed by this paragraph, the penalty under this paragraph shall accrue as of the date specified for submitting the report, as set forth in the reporting requirements of Section VI.

28. Belson Steel shall pay any Stipulated Penalty within 30 days of receiving the United States' written demand.

29. The United States may, in the unreviewable exercise of its discretion, reduce or waive Stipulated Penalties otherwise due it under this Consent Decree.

30. Notwithstanding the date of any demand for such penalties pursuant to Paragraph 28, above, Stipulated Penalties shall begin to accrue on the day after performance is due or on the day a violation occurs (as set forth in paragraphs 25 - 27), whichever is applicable, and shall continue to accrue until performance is satisfactorily completed or until the violation ceases. Stipulated Penalties shall simultaneously accrue for separate violations of this Consent Decree.

31. Belson Steel shall pay Stipulated Penalties for violations occurring between the date of lodging and the Effective Date of this Consent Decree within 30 days of the Effective Date of this Decree.

32. Belson Steel shall, as directed by the United States, pay Stipulated Penalties owing to the United States in accordance with instructions which Belson Steel will obtain from the Financial Litigation Unit of the United States Attorney's Office.

33. Belson Steel shall not deduct Stipulated Penalties paid under this Section in calculating its federal income tax.

34. If Belson Steel fails to pay Stipulated Penalties according to the terms of this Consent Decree, the United States shall be entitled to collect Interest on such penalties, as provided for in 28 U.S.C. § 1961.

35. Failure by the United States to demand stipulated penalties shall have no effect on the accrual of such penalties.

36. Nothing herein shall preclude the simultaneous accrual of penalties for separate violations of this Consent Decree.

37. The stipulated penalties herein shall be in addition to, and shall in no way limit, other remedies or sanctions available to the United States by reason of Belson Steel's failure to comply with the requirements of this Decree and the Clean Air Act.

38. Subject to the provisions of Section XII of this Consent Decree (Effect of Settlement/Reservation of Rights), the Stipulated Penalties provided for in this Consent Decree shall be in addition to any other rights, remedies, or sanctions available to the United States for Belson Steel's violation of this Consent Decree or applicable law.

VIII. INFORMATION COLLECTION AND RETENTION

39. The United States and its representatives, including attorneys, contractors, and consultants, shall have the right of entry to any facility covered by this Consent Decree, at all reasonable times, upon presentation of credentials to:

- a. monitor the progress of activities required under this Consent Decree;
- b. verify any data or information submitted to the United States in accordance with the terms of this Consent Decree; obtain samples and, upon request, splits of any samples taken by Belson Steel or its representative, contractors, or consultants;
- c. obtain documentary evidence, including photographs and similar data; and
- d. assess Belson Steel's compliance with this Consent Decree.

40. Until three (3) years after the termination of this Consent Decree, Belson Steel shall retain, and shall instruct its contractors and agents to preserve, all non-identical copies of all records and documents (including records or documents in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to Belson Steel's performance of its obligations under this Consent

Decree. This record retention requirement shall apply regardless of any corporate or institutional document-retention policy to the contrary. At any time during this record-retention period, the United States may request copies of any documents or records required to be maintained under this Paragraph.

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

42. This Consent Decree in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the United States pursuant to applicable federal or state laws, regulations, or permits.

IX. FORCE MAJEURE

43. A "force majeure event" is any event beyond the control of Defendant, its contractors, or any entity controlled by Defendant that delays the performance of any obligation under this

Consent Decree despite Defendant's best efforts to fulfill the obligation. "Best efforts" includes anticipating any potential force majeure event and addressing the effects of any such event (a) as it is occurring and (b) after it has occurred, to prevent or minimize any resulting delay to the greatest extent possible. "Force Majeure" does not include Defendant's financial inability to perform any obligation under this Consent Decree.

44. Defendant shall provide notice orally or by electronic or facsimile transmission as soon as possible to EPA at the addresses provided in paragraph 59, but not later than 72 hours after the time Defendant first knew of, or by the exercise of best efforts, should have known of, a claimed force majeure event. Defendant shall also provide written notice, as provided in Section XIV of this Consent Decree (Notices), within seven (7) days of the time Defendant first knew of, or by the exercise of best efforts, should have known of, the event. The notice shall state the anticipated duration of any delay; its cause(s); Defendant's past and proposed actions to prevent or minimize any delay; a schedule for carrying out those actions; and Defendant's rationale for attributing any delay to a force majeure event. Failure to give such notice shall preclude Defendant from asserting any claim of force majeure. Defendant shall be deemed to know of any circumstance of which Defendant, its contractors, or any entity controlled by Defendant knew or, through best efforts, should have known.

45. If the United States agrees that a force majeure event has occurred, the United States may agree to extend the time for Defendant to perform the affected requirements for the time necessary to complete those obligations. An extension of time to perform the obligations affected by a force majeure event shall not, by itself, extend the time to perform any other obligation.

46. If the United States does not agree that a force majeure event has occurred, or does not agree to the extension of time sought by Defendant, the United States' position shall be binding, unless Defendant invokes Dispute Resolution under Section X of this Consent Decree. In any such dispute, Defendant bears the burden of proving, by a preponderance of the evidence, that each claimed force majeure event is a force majeure event; that Defendant gave the notice required by Paragraph 44; that the force majeure event caused any delay Defendant claims was attributable to that event; and that Defendant exercised best efforts to prevent or minimize any delay caused by the event.

X. DISPUTE RESOLUTION

47. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree. However, such procedures shall not apply to actions by the United States to enforce obligations of the Defendant that have not been disputed in accordance with this Section.

48. Informal Dispute Resolution. Any dispute reviewable under this Consent Decree shall first be the subject of informal negotiations. The period of informal negotiations shall not exceed 30 days from the time Defendant sends the United States a written Notice of Dispute in accordance with Section XIV of this Consent Decree (Notices), unless that period is modified by written agreement. Such Notice of Dispute shall state clearly the matter in dispute. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by the United States shall be considered binding unless, within 20 days after the conclusion of the informal negotiation period, Defendant invokes formal dispute resolution procedures as set forth below.

49. Formal Dispute Resolution. Defendant shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by filing with the Court and serving on the United States, in accordance with Section XIV of this Consent Decree (Notices), a motion requesting judicial resolution of the dispute. The motion shall contain a written statement of Defendant's position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Consent Decree.

a. The United States shall respond to Defendant's motion within the time period provided in the Local Rules of this Court, unless the parties stipulate otherwise. Defendant may file a reply memorandum, to the extent permitted by the Local Rules or the Parties' stipulation, as applicable.

b. In any dispute under this Paragraph, Defendant shall bear the burden of demonstrating that its position clearly complies with and furthers the objectives of this Consent Decree and the Clean Air Act. The United States reserves the right to argue that its position is reviewable only on the administrative record and must be upheld unless arbitrary and capricious or otherwise not in accordance with law.

50. Invoking dispute resolution procedures under this Section shall not extend, postpone, or affect in any way any obligation of Defendant under this Consent Decree, not directly in dispute, unless the United States agrees, or the Court (upon timely application pursuant to this Section) determines otherwise. Stipulated Penalties with respect to the disputed matter shall continue to accrue from the first day of noncompliance, but payment shall be stayed pending resolution of the dispute as provided in this Section, above. If Defendant does not prevail on the disputed issue,

Stipulated Penalties shall be assessed and paid as provided in Section VII (Stipulated Penalties). To the extent that Defendant prevails on the disputed issue, it does not have to pay costs, penalties or the interest that accrued during the dispute.

XI. FAILURE OF COMPLIANCE

51. The United States does not, by its consent to the entry of this Consent Decree, warrant or aver in any manner that Belson Steel's compliance with any aspect of this Consent Decree will result in compliance with provisions of Section 608 of the Act, 42 U.S.C. § 7671g, or implementing regulations at 40 C.F.R. Part 82, Subpart F. Notwithstanding the United States' review and approval of any documents submitted to it by Belson Steel pursuant to this Consent Decree, Belson Steel shall remain solely responsible for compliance with the terms of the Act and this Consent Decree.

XII. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

52. This Consent Decree resolves the civil claims of the United States that Belson Steel violated 40 C.F.R. § 82.156 (f) by failing either to recover the refrigerant from the appliances prior to disposal, or to obtain signed statements in accordance with 40 C.F.R. § 82.156(f)(2) from each person who supplied small appliances to Belson Steel, and that Belson Steel did not maintain copies of any such verification statements in accordance with 40 C.F.R. § 82.166(i), through the date of lodging of the Consent Decree.

53. This Consent Decree shall not be construed to prevent or limit the rights of the United States to obtain penalties or injunctive relief under the Act, or under other federal or state laws, regulations, or permit conditions, except as expressly specified herein.

54. Belson Steel is responsible for achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations, and permits; and Belson Steel's compliance

with this Consent Decree shall be no defense to any action commenced pursuant to said laws, regulations, or permits. This Consent Decree is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations.

55. This Consent Decree does not limit or affect the rights of Belson Steel or of the United States against any third parties, not party to this Consent Decree, nor does it limit the rights of third parties, not party to this Consent Decree, against Belson Steel, except as otherwise provided by law.

56. This Consent Decree shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Consent Decree.

57. The United States reserves all legal and equitable remedies available to enforce the provisions of this Consent Decree, except as expressly stated herein. The United States further reserves all legal and equitable remedies to address any imminent and substantial endangerment to the public health, welfare, or the environment arising at, or posed by, Belson Steel's Facility and whether related to the violations addressed in this Consent Decree or otherwise.

XIII. COSTS

58. The Parties shall bear their own costs of this action, including attorneys fees, except that the United States shall be entitled to collect the costs (including attorneys fees) incurred in any action necessary to collect any portion of the civil penalty or any Stipulated Penalties due but not paid by Belson Steel.

XIV. NOTICES

59. Unless otherwise specified herein, whenever notifications, submissions, or communications are required by this Consent Decree, they shall be made in writing and addressed as follows:

To the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
Box 7611 Ben Franklin Station
Washington, D.C. 20044-7611
Re: DOJ No. 90-5-2-1-09506

and

Kurt N. Lindland
Assistant United States Attorney
United States Attorney
Northern District of Illinois
Dirksen Federal Building
219 S. Dearborn Street, 5th Floor
Chicago, Illinois 60604

To EPA:

Air Enforcement and Compliance Assurance Branch
ATTN: Compliance Tracker
Air Enforcement Branch, AE-17J
U.S. EPA, Region V
77 West Jackson Boulevard
Chicago, Illinois 60604-3590

and

Kathleen Schnieders
Attorney
Office of Regional Counsel (C-14J)
U.S. EPA, Region V
77 West Jackson Boulevard
Chicago, Illinois 60604-3590

To Defendant:

Belson Steel Center Scrap, Inc.
1685 N. Route 50
Bourbonnais, Illinois 60914

and

Bruce White
Karaganis, White & Magle, Ltd.
Suite 810
414 North Orleans Street
Chicago, Illinois 60610

60. Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided above.

61. Notices submitted pursuant to this Section shall be deemed submitted upon mailing, unless otherwise provided in this Consent Decree or by mutual agreement of the Parties in writing.

XV. EFFECTIVE DATE

62. The Effective Date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court.

XVI. RETENTION OF JURISDICTION

63. The Court shall retain jurisdiction of this case until termination of this Consent Decree, for the purpose of enabling any of the Parties to apply to the Court for such further order, direction, or relief as may be necessary or appropriate for the construction or modification of this Consent Decree, or to effectuate or enforce compliance with its terms.

XVII. MODIFICATION

64. Subject to the Court's inherent power under the Federal Rules to alter or amend judgments, the terms of this Consent Decree may be modified only by a subsequent written agreement signed by all the Parties. Where the modification constitutes a material change to any term of this Decree, it shall be effective only upon approval by the Court.

XVIII. TERMINATION

65. After Belson Steel has satisfactorily complied with all requirements of this Consent Decree, and has paid the civil penalty and any accrued Stipulated Penalties as required by this Consent Decree, Belson Steel may serve upon the United States a Request for Termination, stating that Belson Steel has satisfied those requirements, together with all necessary supporting documentation.

66. Following receipt by the United States of Belson Steel's Request for Termination, the Parties shall confer informally concerning the Request and any disagreement that the Parties may have as to whether Belson Steel has satisfactorily complied with the requirements for termination of this Consent Decree. If the United States agrees that the Decree may be terminated, the Parties shall submit, for the Court's approval, a joint stipulation terminating the Decree.

XIX. PUBLIC PARTICIPATION

67. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations indicating that the Consent Decree is inappropriate, improper, or inadequate. Belson Steel consents to entry of this Consent Decree without further notice.

XX. SIGNATORIES/SERVICE

68. Each undersigned representative of Belson Steel, and the Assistant Attorney General for the Environment and Natural Resources Division of the Department of Justice (or her delegate) certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind the Party he or she represents to this document.

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

70. Belson Steel shall not oppose entry of this Consent Decree by the Court or to challenge any provision of the Decree, unless the United States has notified Belson Steel in writing that it no longer supports entry of the Decree.

71. Belson Steel shall accept service of process by mail with respect to all matters arising under or relating to this Consent Decree 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.

XXI. INTEGRATION/APPENDICES

72. This Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Decree and supersedes all prior agreements and understandings, whether oral or written. No other document, nor any representation, inducement, agreement, understanding, or promise, constitutes any part of this Decree or the settlement it represents, nor shall it be used in construing the terms of this Decree.

XXII. FINAL JUDGMENT

73. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment between the United States and Defendant.

Dated and entered this _____ day of _____, _____.

UNITED STATES DISTRICT JUDGE
Northern District of Illinois

Through their undersigned representatives, the Parties agree and consent to entry of the foregoing Consent Decree in United States of America v. Belson Steel Center Scrap, Inc.:

FOR PLAINTIFF UNITED STATES OF AMERICA:

IGNACIA S. MORENO
Assistant Attorney General
Environment and Natural Resources
Division
~~United States~~ Department of Justice

W. BENJAMIN FISHEROW
Deputy Section Chief
Environment and Natural Resources
Division
United States Department of Justice

Date: 1/9/10

PATRICK J. FITZGERALD
United States Attorney

By: _____
KURT N. LINDLAND
Assistant United States Attorney
Northern District of Illinois
Dirksen Federal Building
219 S. Dearborn Street, 5th Floor
Chicago, Illinois 60604

Date: _____

Through their undersigned representatives, the Parties agree and consent to entry of the foregoing Consent Decree in United States of America v. Belson Steel Center Scrap, Inc.:

Date: _____

GRANTA Y. NAKAYAMA
Assistant Administrator for Enforcement
U.S. Environmental Protection Agency

Through their undersigned representatives, the Parties agree and consent to entry of the foregoing Consent Decree in United States of America v. Belson Steel Center Scrap, Inc. :

BHARAT MATHUR
Acting Regional Administrator
Region V
U.S. Environmental Protection Agency

Date: _____

KATHLEEN SCHNIEDERS
Associate Regional Counsel
U.S. Environmental Protection Agency
Region V
77 West Jackson Boulevard (C-14J)
Chicago, Illinois 60604

Date: _____

Through their undersigned representatives, the Parties agree and consent to entry of the foregoing Consent Decree in United States of America v. Belson Steel Center Scrap, Inc.:

FOR DEFENDANT, Belson Steel Center Scrap, Inc.:

/s/ [NAME, TITLE]

Date: 12/17/2009