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IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF WEST VIRGINIA

_____	)	
UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	Civil Action No. 5:07-CV-164
v.	)	
	)	Judge Stamp
NEWELL HOLDINGS DELAWARE, INC.,	)	
and	)	
ROCK SPRINGS ENTERPRISES, INC.,	)	CONSENT DECREE
	)	
Defendants.	)	
	)	
_____	)	

**CONSENT DECREE**

**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 in this matter pursuant to Section 107(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, ("CERCLA"), 42 U.S.C. § 9607(a), seeking reimbursement of response costs incurred or to be incurred for response actions taken or to be taken at or in connection with the release or threatened release of hazardous substances at the 8th and Plutus Streets Pottery Site in Chester, Hancock County, West Virginia ("the Site");

B. The United States has incurred over \$1,000,000.00 in costs of response action, and expects to continue to incur costs of response action, in connection with the Site;

C. Newell Holdings Delaware, Inc. ("Newell Holdings") has been performing work at the Site pursuant to the First Amended Administrative Settlement Agreement and Order by Consent for Removal Response Action, EPA Docket No. CERC-03-2004-0255DC, dated June 5, 2007 ("Newell Holdings Administrative Order on Consent"). This work includes, among other things, an extent of contamination study, excavation and removal of contaminated soils, off-site disposal of contaminated soils, consolidation of waste on-Site, re-grading portions of the Site, capping lead-contaminated portions of the Site, and re-aligning a portion of Mark's Run to prevent erosion, and will include ongoing post-removal site controls to protect the integrity of the removal action;

D. The Newell Holdings Administrative Order on Consent requires Newell Holdings to pay EPA's oversight costs associated with the work required by the Order.

E. On or about December 27, 2004, Newell Operating Company, sole shareholder of Newell Holdings, elected to dissolve Newell Holdings pursuant to Section 275 of the General Corporation Law of the State of Delaware, Del. Code. Ann. Tit. 8, § 275 (2006).

F. The Complaint filed by the United States on December 18, 2007, alleges that Newell Holdings is liable to the United States pursuant to Section 107(a)(2) of CERCLA, 42 U.S.C. § 9607(a)(2);

G. The Complaint also alleges that Rock Springs Enterprises, Inc. is liable to the United States pursuant to Section 107(a)(1) of CERCLA, 42 U.S.C. § 9607(a)(1);

H. Newell Holdings does not admit any liability to Plaintiff arising out of the transactions or occurrences alleged in the Complaint;

I. The United States and Newell Holdings 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 Newell Holdings. Newell Holdings consents to and shall not challenge entry 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 Newell Holdings and its 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 Newell Holdings 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 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. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9675.

b. "Consent Decree" shall mean this Consent Decree and all appendices attached hereto. In the event of conflict between this Consent Decree and any appendix, this 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. "DOJ" shall mean the United States Department of Justice and any successor departments, agencies or instrumentalities of the United States.

e. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.

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

g. "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.

h. "Newell Holdings" shall mean Newell Holdings Delaware, Inc.

i. "Newell Holdings Administrative Order on Consent" or "Newell Holdings AOC" shall mean the First Amended Administrative Settlement Agreement and Order by Consent for Removal Response Action, EPA Docket No. CERC-03-2004-0255DC, dated June 5, 2007.

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

k. "Parties" shall mean the United States and Newell Holdings.

l. "Plaintiff" shall mean the United States of America.

m. "Response Costs" shall mean all costs of "response," as defined in 42 U.S.C. § 9601(25), including, but not limited to, direct and indirect costs, that the United States has incurred or will incur in connection with the Site. Response costs shall not include those costs defined as "Oversight Costs" under the Newell Holdings Administrative Order on Consent and which Newell Holdings is required to pay under the terms of that Order.

n. "Rock Springs Administrative Order" shall mean the Administrative Order issued by EPA to Rock Springs and bearing the docket number Administrative Order CERC-03-2008-0414DC.

o. "Rock Springs Clean Air Act Order" shall mean the Administrative Compliance Order by EPA issued to Rock Springs Enterprises, Inc. on August 29, 2008, and bearing docket number CAA-03-2008-0420DA.

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

q. "Site" shall mean the 8th and Plutus Streets Pottery Site, which is located at or around 8th Street between Neptune and Plutus Avenues in Chester, Hancock County, West Virginia, and which includes the location of the former Taylor, Smith & Taylor Company pottery-manufacturing facility, as well as areas adjacent thereto. A map of the Site is attached hereto as Appendix A.

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

#### **V. STATEMENT OF PURPOSE**

4. By entering into this Consent Decree, the mutual objective of the Parties is for Newell Holdings to make a cash payment in reimbursement of Response Costs to resolve its alleged liability for Response Costs in connection with the Site, as provided in the Covenant Not to Sue by the United States in Section IX, and subject to the Reservations of Rights by the United States in Section X.

#### **VI. PAYMENT OF RESPONSE COSTS**

5. a. Establishment of Escrow Account. Prior to the lodging of this Consent Decree, Newell Holdings shall establish an escrow account or similar trust account meeting the requirements of this Consent Decree and shall deposit the \$800,000 payment required to be paid under Paragraph 6 of this Consent Decree into that account immediately upon establishment of that account. Prior to lodging of this Consent Decree, Newell Holdings shall provide to the



United States and EPA by overnight mail directed to the addresses identified in Paragraph 24 of this Consent Decree, copies of the documents establishing and funding the escrow or trust account, and shall include the identities of the financial institution and of the escrow agent or trustee, the account number or other identifying designation under which the escrow account or trust fund is established, and a statement from the trustee demonstrating that the account or fund holds cash in the amount of \$800,000. The correspondence shall also reference the Department of Justice case number 90-11-3-09297.

b. Purpose of Funds in Escrow. The funds deposited in the escrow or trust account are solely for the purpose of payment of the amount required to be paid by Paragraph 6 of this Consent Decree and may not be withdrawn by any person except to make the payment required by Paragraph 6 of this Consent Decree, unless the Court determines that entry of this consent Decree is not in the public interest and declines to enter it as an order. If the Court declines to enter the Consent Decree as an order, the Parties shall attempt to resolve any issues identified by the Court and to obtain approval of a revised Decree. If the parties are unable to resolve any issues identified by the Court, or the Court again declines to enter the Decree, the amount to be paid to the United States shall be returned to Newell Holdings.

6. Payment of Response Costs. Within ten (10) Days of Newell Holdings' receipt of notice of entry of this Consent Decree, Newell Holdings shall pay \$800,000 in Response Costs. Newell Holdings remains obligated to pay the United States \$800,000 regardless of the value of the funds in the escrow or trust account at the time payment is required under this Paragraph. Payment shall be made by FedWire Electronic Funds Transfer ("EFT") to the U.S.

Department of Justice account in accordance with current EFT procedures, referencing USAO File Number 2008-v-00015, the EPA Region and Site Spill ID Number A3N9, and DOJ Case Number 90-11-3-09297. Payment shall be made in accordance with instructions provided to Newell Holdings by the Financial Litigation Unit of the U.S. Attorney's Office in the Northern District of West Virginia following lodging of the Consent Decree. Any payment received by the Department of Justice after 4:00 p.m. Eastern Time shall be credited on the next business day.

7. At the time of payment, Newell Holdings shall send notice that payment has been made to EPA and DOJ in accordance with Section XIII (Notices and Submissions) and to:

Docket Clerk (3RC00)  
United States Environmental Protection Agency  
Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029

Barbara Borden (3PM30)  
United States Environmental Protection Agency  
Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029

The total amounts to be paid by Newell Holdings shall be deposited in the 8<sup>th</sup> and Plutus Site Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

**VII. FAILURE TO COMPLY WITH CONSENT DECREE**

8. Interest on Late Payments. If Newell Holdings fails to make any payment required by this Consent Decree by the required due date, Interest shall continue to accrue on the unpaid balance through the date of payment and shall be paid by Newell Holdings.

9. Stipulated Penalty.

a. If any amount due under this Consent Decree is not paid by the required due date, Newell Holdings shall be in violation of this Consent Decree and shall pay, as a stipulated penalty, in addition to the Interest required by Paragraph 8, above, \$1,000.00 per violation per Day that such payment is late.

b. Stipulated penalties are due and payable within thirty (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 making payment, the Site name, the EPA Region and Site Spill ID Number A3N9, and DOJ Case Number 90-11-3-09297, and shall be sent to:

United States Environmental Protection Agency  
Superfund Payments  
Cincinnati Finance Center  
P.O. Box 979076  
St. Louis, MO 63197-9000

c. At the time payment is made under this Paragraph, Newell Holdings shall send notice that payment has been made to EPA and DOJ in accordance with Section XIII (Notices

and Submissions) and to:

Docket Clerk (3RC00)  
United States Environmental Protection Agency  
Region III  
1650 Arch Street  
Philadelphia, PA 19103

Barbara Borden (3PM30)  
United States Environmental Protection Agency  
Region III  
1650 Arch Street  
Philadelphia, PA 19103

d. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified Newell Holdings 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 or performance is due or the Day a violation occurs and shall continue to accrue through the date of payment or the final Day of correction of the noncompliance or completion of the activity. 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, Newell Holdings 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 shall be in addition to any other remedies or sanctions available to Plaintiff by virtue of Newell Holdings' failure to comply with the requirements of this Consent Decree.

12. 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 Newell Holdings from payment as required by Sections VI (Payment of Response Costs) and VII (Failure to Comply with Consent Decree) or from performance of any other requirements of this Consent Decree.

**VIII. OBLIGATIONS UNDER ADMINISTRATIVE ORDER ON CONSENT**

13. Newell Holdings has been performing work at the Site pursuant to the Newell Holdings Administrative Order on Consent. Nothing in this Consent Decree shall abrogate or excuse Newell Holdings' obligations under the Newell Holdings Administrative Order on Consent.

14. Nothing in this Consent Decree shall abrogate or excuse Rock Springs' obligations under the Rock Springs Administrative Order. Nothing in this Consent Decree shall abrogate or excuse Rock Springs' obligations under the Rock Springs Clean Air Act Order.

**IX. COVENANT NOT TO SUE BY THE UNITED STATES**

15. Covenant Not to Sue Newell Holdings. Except as specifically provided in Section X (Reservation of Rights by United States), the United States covenants not to take civil judicial or administrative action against Newell Holdings pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), with regard to the Site. This covenant not to sue shall take effect upon receipt by EPA of all payments required by Paragraph 6 of this Consent Decree and any amount due under Paragraphs 8 or 9 of this Consent Decree. This covenant not to sue is

conditioned upon the satisfactory performance by Newell Holdings of its obligations under this Consent Decree. This covenant not to sue extends only to Newell Holdings and does not extend to any other person.

**X. RESERVATIONS OF RIGHTS BY UNITED STATES**

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

- a. liability of Newell Holdings for any failure to meet any requirement of this Consent Decree;
- b. liability of Newell Holdings for any failure to comply with the Newell Holdings Administrative Order on Consent;
- c. criminal liability;
- d. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments; and
- e. liability arising from the past, present, or future disposal, release or threat of release of a hazardous substance, pollutant, or contaminant outside of the Site.

**XI. COVENANT NOT TO SUE BY NEWELL HOLDINGS**

17. Newell Holdings 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 the Site 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 response actions at or in connection with the Site, including any claim under the United States Constitution, 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 the Site.

18. These covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to the reservations set forth in Paragraph 16, but only to the extent that Newell Holdings' claims arise from the same response action or costs of response action that the United States is seeking pursuant to the applicable reservation.

19. 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).

**XII. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION**

20. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. The preceding sentence shall not be construed to waive or nullify any rights that any person not a signatory to this Decree may have under applicable law. The Parties expressly reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which 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) and (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).

21. 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 Newell Holdings is 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), or as may otherwise be provided by law, for “matters addressed” in this Consent Decree. The “matters addressed” in this Consent Decree are response actions taken or to be taken and Response Costs at or in connection with the Site by the United States or any other person. The “matters addressed” in this Consent Decree do not include those response actions or costs of response actions as to which the United States has reserved its rights under this Consent Decree (except for claims for failure to comply with this



Decree), in the event that the United States asserts rights against Newell Holdings coming within the scope of such reservations.

22. Newell Holdings shall, with respect to any suit or claim for contribution brought by it for matters related to this Consent Decree, notify EPA and DOJ in writing no later than sixty (60) Days prior to the initiation of such suit or claim. Newell Holdings 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 ten (10) business days of service of the complaint or claim upon it. In addition, Newell Holdings shall notify EPA and DOJ within ten (10) business days of service or receipt of any Motion for Summary Judgment, and within ten (10) business days of receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

23. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of costs of response action, or other relief relating to the Site, Newell Holdings 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 Covenant Not to Sue by the United States set forth in Section IX.

**XIII. NOTICES AND SUBMISSIONS**

24. 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 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 Newell Holdings, respectively:

**As to the Department of Justice:**

Chief, Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice (DJ # 90-11-3-09297)  
P.O. Box 7611, Ben Franklin Station  
Washington, D.C. 20044-7611

**As to the U.S. Environmental Protection Agency:**

Chief, Site Remediation Branch No. 1 (3RC41)  
Office of Regional Counsel  
U.S. Environmental Protection Agency, Region III  
1650 Arch Street  
Philadelphia, PA 19103

Chief, Cost Recovery Branch (3HS62)  
Hazardous Site Cleanup Division  
U.S. Environmental Protection Agency, Region III  
1650 Arch Street  
Philadelphia, PA 19103

**As to Newell Holdings Delaware, Inc.:**

Lori Prokes  
Assistant Secretary  
Newell Holdings Delaware, Inc.  
2707 Butterfield Road, Suite 100  
Oak Brook, IL 60523

Gabriel M. Rodriguez  
Schiff Hardin LLP  
233 South Wacker Drive, Suite 6600  
Chicago, IL 60606

**XIV. RETENTION OF JURISDICTION**

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

**XV. INTEGRATION/APPENDICES/MODIFICATION**

26. 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 appendix is attached to and incorporated into this Consent Decree:

Appendix A - Site Map

Any agreed upon written modification to this Consent Decree must be signed by the Parties. No

Party may petition the Court for modification without having first made a good faith effort to reach agreement with the other Party on the terms of such modification.

**XVI. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT**

27. 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. Newell Holdings consents to the entry of this Consent Decree without further notice.

28. 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.

**XVII. SIGNATORIES/SERVICE**

29. Each undersigned representative of Newell Holdings and the Deputy Section Chief of the Environmental Enforcement Section, Environment and Natural Resources Division, 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.

30. Newell Holdings hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree.

31. Newell Holdings 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. Newell Holdings 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 that Newell Holdings need not file an answer to the complaint in this action unless or until the Court expressly declines to enter this Consent Decree.

**XVIII. FINAL JUDGMENT**

32. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment between the United States and Newell Holdings. 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 \_\_\_\_\_

\_\_\_\_\_  
Frederick P. Stamp, Jr.  
United States District Judge

THE UNDERSIGNED PARTIES enter into this Consent Decree in United States v. Newell Holdings Delaware, Inc. relating to the 8th and Plutus Streets Pottery Site.

ON BEHALF OF THE UNITED STATES OF AMERICA:

12/16/09  
Date

\_\_\_\_\_  
W. BENJAMIN FISHEROW  
Deputy Section Chief  
Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice

12/16/09  
Date

\_\_\_\_\_  
DONNA D. DUER  
Environmental Enforcement Section  
U.S. Department of Justice  
P.O. Box 7611, Ben Franklin Station  
Washington, D.C. 20044  
(202) 514-3475,  
DC Bar. No. 414056

THE UNDERSIGNED PARTIES enter into this Consent Decree in United States v. Newell Holdings Delaware, Inc. relating to the 8th and Plutus Streets Pottery Site.

BETSY C. JIVIDEN  
Acting United States Attorney  
Northern District of West Virginia

December 16, 2009

Date

\_\_\_\_\_  
HELEN CAMPBELL ALTMAYER  
Assistant United States Attorney  
Northern District of West Virginia  
U.S. Courthouse and Federal Building  
1125 Chapline Street  
Wheeling, WV 26003  
304-234-0100

WV Bar No. 117

THE UNDERSIGNED PARTIES enter into this Consent Decree in United States v. Newell Holdings Delaware, Inc. relating to the 8th and Plutus Streets Pottery Site.

ON BEHALF OF THE U.S. ENVIRONMENTAL PROTECTION AGENCY:

DEC 17 2009

Date

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

12/14/09

Date

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

12-11-2009

Date

ROBERT HASSON  
Senior Assistant Regional Counsel  
U.S. Environmental Protection Agency, Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029



THE UNDERSIGNED PARTIES enter into this Consent Decree in United States v. Newell Holdings Delaware, Inc. relating to the 8th and Plutus Streets Pottery Site.

ON BEHALF OF NEWELL HOLDINGS DELAWARE:

12/6/2009

Date

GABRIEL M. RODRIGUEZ  
Schiff Hardin LLP  
233 South Wacker Drive  
Chicago, IL 60606  
312-258-5577  
312-258-5600 fax  
[Asawula@schiffhardin.com](mailto:Asawula@schiffhardin.com)

12-7-09

Date

KAREN E. KAHLE  
Steptoe & Johnson, PLLC - Wheeling  
PO Box 751  
Wheeling, WV 26003-0751  
304-231-0441  
Fax: 304-233-0014  
Email: [karen.kahle@steptoe-johnson.com](mailto:karen.kahle@steptoe-johnson.com)  
WV Bar No. 5582

12/2/09

Date

LORI PROKES  
Assistant Secretary  
Newell Holdings Delaware, Inc.  
2707 Butterfield Road, Suite 100  
Oak Brook, IL 60523



Appendix A Map Of Site

Property Tax Mapping  
District 1 - January

Office of the  
Hancock County Assessor  
Joe Abing, Assessor

0 100 200 300 Feet  
MAP SCALE: 1" = 100' (1:1250)

THIS DOCUMENT IS A "MAP" as that term is defined in the Georgia Code. It is not intended for use as a legal document. It is not intended to be used as evidence in any court. It is not intended to be used as a legal document. It is not intended to be used as evidence in any court. It is not intended to be used as a legal document. It is not intended to be used as evidence in any court.

Site Boundary

DATE OF PHOTOGRAPH: MARCH 1997