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

UNITED STATES OF AMERICA,

Plaintiff,

v.

SCHLUMBERGER TECHNOLOGY
CORPORATION,

Defendant.

Civil Action No .

CONSENT DECREE

I. BACKGROUND

A. The United States of America (“United States”), on behalf of the Administrator of the United States Environmental Protection Agency (“EPA”), filed a complaint in this matter pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9607, as amended (“CERCLA”), seeking reimbursement of response costs incurred and to be incurred for response actions taken at or in connection with the release or threatened release of hazardous substances at the North Penn 12 Site in Worcester Township, Montgomery County, Pennsylvania (“the Site”).

B. On September 30, 1997, EPA issued a Record of Decision (“ROD”) which included the following remedial components: construction of a public water supply system extension to contaminated wells; construction and operation of a groundwater extraction and treatment system with long term monitoring; conducting a study to determine if additional remedial measures may be needed to reduce Site-related contaminants; and, institutional controls to prohibit use of

groundwater.

C. On December 18, 1997, EPA issued Special Notice Letters to Schlumberger Industries, Inc. (the predecessor to Schlumberger Technology Corporation) and others, inviting them to perform the Remedial Design and Remedial Action at the Site. Schlumberger Industries, Inc. declined to enter into a Consent Decree for the performance of the remedy and the payment of costs.

D. On July 22, 1998, EPA issued a Unilateral Administrative Order ("UAO"), Docket No. III-98-078-DC, to Schlumberger Industries, Inc. and others, requiring them to perform the Remedial Design and Remedial Action at the Site. Schlumberger Industries, Inc. is performing under the UAO. Nothing in this Consent Decree is intended to affect in any way any requirement of or obligation imposed by the UAO.

E. On May 9, 2000, the United States, on behalf of the Department of Defense, paid to Schlumberger Technology Corporation \$6,246,773.00 in settlement of past and future costs for covered matters at the Site. Subsequently, Schlumberger Technology Corporation paid to EPA \$1,260,017.30 in reimbursement of EPA's past costs.

F. The purpose of this Consent Decree is for Schlumberger Technology Corporation (hereinafter, "Settling Defendant" or "Schlumberger") to resolve its liability for response costs incurred by the United States in overseeing Schlumberger's cleanup of the Site. Response costs are defined herein as "Past Response Costs," which are identified on the Narrative Cost Summary Report (Appendix A), and "Future Response Costs."

G. The Settling Defendant does not admit any liability to the United States arising out of the transactions or occurrences alleged in the Complaint. By entering into this Consent Decree, or by taking any action in accordance with it, Settling Defendant does not admit any liability for any purpose or admit any issues of law or fact or any responsibility for any release or threatened release of hazardous substances, pollutants, or contaminants from the Site. Further,

other than in a proceeding to enforce the terms of this Consent Decree, including determining the scope and purpose of it, this Consent Decree shall not be admissible in evidence or usable in any way, directly or indirectly, against Settling Defendant in any civil or administrative proceeding.

H. The United States and Settling Defendant agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the United States and the Settling Defendant in good faith, that settlement of this matter will avoid prolonged and complicated litigation between the United States and the Settling Defendant, and that this Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the United States and the Settling Defendant, 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 Defendant. Settling Defendant 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 the Settling Defendant 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 any Settling Defendant under this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree which 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, et seq.
- b. "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.
- c. "DOJ" shall mean the United States Department of Justice and any successor departments, agencies or instrumentalities of the United States.
- d. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.
- e. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.
- f. "Future Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States incurs in connection with the Site after July 1, 2009. Future Response Costs shall also mean all costs incurred in connection with the Site from June 17, 2008 through June 30, 2009, and which are not identified in the Narrative Cost Summary Report attached hereto as Appendix A.
- g. "Interest" shall mean interest at the current rate specified for interest on investments of the 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).

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

I. "Parties" shall mean the United States and the Settling Defendant.

j. "Past Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that EPA has paid in connection with the Site through June 30, 2009, including interest, and which are identified in the Narrative Cost Summary Report attached hereto as Appendix A.

k. "Record of Decision" or "ROD" shall mean the EPA Record of Decision relating to the Site signed on September 30, 1997 by the Regional Administrator, EPA Region III, or his/her delegatee, and all attachments thereto and any amendments and/or Explanations of Significant Differences issued therefrom.

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

m. "Section" shall mean a portion of this Consent Decree identified by a roman numeral.

n. "Settling Defendant" shall mean Schlumberger Technology Corporation, a division of Schlumberger Limited, and its predecessors and successors in interest to the extent their liability arises solely from the liability of Schlumberger Technology Corporation.

o. "Site" shall mean the North Penn 12 Superfund Site located in Worcester Township, Montgomery County, Pennsylvania.

p. "Consent Decree" shall mean this Consent Decree and its appendix attached hereto.

q. "UAO" shall mean the Unilateral Administrative Order ("UAO"), Docket No. III-98-078-DC, issued by EPA to Schlumberger Industries, Inc. and others, requiring them to perform the Remedial Design and Remedial Action at the Site on July 22, 1998.

r. "United States" shall mean the United States of America, including its

departments, agencies and instrumentalities.

V. REIMBURSEMENT OF RESPONSE COSTS

4. Payment of Past Costs. Within thirty (30) days of the date of entry of this Consent Decree, Settling Defendant shall pay to EPA the sum of \$10,429.94 in reimbursement of Past Response Costs by FedWire Electronic Funds Transfer (“EFT” or “wire transfer”) to the U.S. Department of Justice account in accordance with current electronic funds transfer procedures, referencing USAO File No. 2007V00762, the EPA Region and Site/Spill ID No. 03W5, and DOJ Case No. 90-11-3-09285. Payment shall be made in accordance with instructions provided to the Settling Defendant by the Financial Litigation Unit of the United States Attorney's Office for the Eastern District of Pennsylvania following lodging of this Consent Decree. Any payments received by the Department of Justice after 4:00 P.M. (Eastern Time) will be credited on the next business day. At the time of payment, Settling Defendant shall send notice that payment has been made to EPA and DOJ in accordance with Section XI (Notices and Submissions) and to:

Docket Clerk (3RC00)
United States Environmental Protection Agency
Region III
1650 Arch Street
Philadelphia, PA 10103-2029

Barbara Borden (3PM30)
United States Environmental Protection Agency
Region III
1650 Arch Street
Philadelphia, PA 10103-2029

All or a portion of the total amount to be paid by Settling Defendant pursuant to this Section may be deposited in a special account within the EPA Hazardous Substance Superfund to be retained and used by EPA to conduct or finance response actions at or in connection with the Site including, without limitation, oversight activities, or transferred by EPA to the EPA Hazardous

Substance Superfund.

5. Payments for Future Response Costs. Settling Defendant shall pay to EPA all Future Response Costs not inconsistent with the National Contingency Plan. On a periodic basis, the United States will send Settling Defendant a bill requiring payment that includes a cost summary, setting forth direct and indirect costs incurred by EPA, DOJ, and their contractors. Settling Defendant shall make all payments within forty-five (45) days of Settling Defendant's receipt of each bill requiring payment, except as otherwise provided in Paragraph 6, below. Settling Defendant shall make all payments required by this Paragraph 5 by a certified or cashier's check or checks made payable to "EPA Hazardous Substance Superfund," and referencing the name and address of the Party making the payment, EPA Site/Spill ID No. 03W5, and DOJ Case No. 90-11-3-09285. Settling Defendant shall send the check(s) to:

United States Environmental Protection Agency
 Region III, Attention: Superfund Accounting
 P.O. Box 360515
 Pittsburgh, PA 15251-6515

and shall send copies of the check(s) to the United States as specified in Section XI (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 10103-2029

The total amount to be paid by Setting Defendants pursuant to this Paragraph 5 of this Consent Decree shall be deposited in the North Penn 12 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.

6. Settling Defendant may contest payment of any Future Response Costs under Paragraph 5 if it determines that the United States has made an accounting error or if it alleges that a cost item that is included represents costs for a response action inconsistent with the National Contingency Plan ("NCP"). Such objection shall be made in writing within forty-five (45) days of receipt of the bill and must be sent to the United States pursuant to Section XI (Notices and Submissions). Any such objection shall specifically identify the contested Future Response Costs and the basis for objection. In the event of an objection, the Settling Defendant shall within the 45-day period pay all uncontested Future Response Costs to the United States in the manner described in Paragraph 5. Simultaneously, the Settling Defendant shall establish an interest bearing escrow account in a federally-insured bank duly chartered in the State of Texas and remit to that escrow account funds equivalent to the amount of the contested Future Response Costs. The Settling Defendant shall send to the United States, as provided in Section XI (Notices and Submissions), a copy of the transmittal letter and check paying the uncontested Future Response Costs, and a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account. Simultaneously with establishment of the escrow account, the Settling Defendant shall initiate the Dispute Resolution procedures in Section X (Dispute Resolution) of this Consent Decree. If the United States prevails in the dispute, within five (5) days of the resolution of the dispute, the Settling Defendant shall pay the sums due (with accrued interest) to the United States in the manner described in Paragraph 5. Stipulated penalties shall not accrue for failure to pay contested Future Response Costs, unless the United States prevails and Settling Defendant fails to pay the sums due (with accrued interest) within five (5) days of the resolution of the dispute. If the Settling Defendant prevails concerning any aspect of the contested costs, the Settling Defendant shall pay that portion of the costs (plus associated accrued

interest) for which it did not prevail to the United States in the manner described in Paragraph 5; Settling Defendant shall be disbursed any balance of the escrow account. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section X (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding the Settling Defendant's obligation to reimburse the United States for its Future Response Costs.

VI. FAILURE TO COMPLY WITH REQUIREMENTS OF CONSENT DECREE

7. In the event that the payments required by Paragraph 4 are not made within thirty (30) days of the effective date of this Consent Decree or the payments required by Paragraph 5 are not made within forty-five (45) days of the Settling Defendant's receipt of the bill and supporting documentation, Settling Defendant shall pay Interest on the unpaid balance. The Interest to be paid on Past Response Costs under this Paragraph shall begin to accrue thirty (30) days after the effective date of this Consent Decree. The Interest on Future Response Costs shall begin to accrue on the date of the bill. The Interest shall accrue through the date of the Settling Defendant's payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to Plaintiff by virtue of Settling Defendant's failure to make timely payments under this Section. The Settling Defendant shall make all payments required by this Paragraph in the manner described in Paragraph 5.

8. **Stipulated Penalties.**

a. The following stipulated penalties shall accrue per violation per day for any noncompliance with this Consent Decree:

<i>Penalty Per Violation Per Day</i>	<i>Period of Noncompliance</i>
\$ 500.00	1 st through 14 th day
\$ 1,000.00	15 th through 30 th day
\$ 2,000.00	31 st day and beyond

b. **Demand by EPA.** 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 made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund" and shall be sent to:

United States Environmental Protection Agency, Region III
Attention: Superfund Accounting
P.O. Box 360515
Pittsburgh, PA 15251-6515

All payments shall indicate that the payment is for stipulated penalties and shall reference the name and address of the Party making payment, the EPA Region and Site/Spill ID No 03W5. USAO File No. 2007V00762, and DOJ Case No. 90-11-3-09285. Copies of check(s) paid pursuant to this Paragraph, and any accompanying transmittal letter(s), shall be sent to EPA and DOJ as provided in Section XI (Notices and Submissions) and to:

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

c. Subject to Paragraph 6, penalties shall accrue as provided in this Section regardless of whether EPA has notified Settling Defendant 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 complete performance is due or the day a violation occurs, and shall continue to accrue through 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.

9. If the United States brings an action to enforce this Consent Decree, Settling Defendant shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

10. Payments made under Paragraphs 8 and 9 shall be in addition to any other

remedies or sanctions available to Plaintiff by virtue of Settling Defendant's failure to comply with the requirements of this Consent Decree.

11. Notwithstanding any other provision of this Section, the United States in its unreviewable discretion, may waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Decree.

VII. COVENANT NOT TO SUE BY THE UNITED STATES

12. a. **Covenant Not to Sue by the United States.** Except as specifically provided in Paragraph 12(b) (Reservation of Rights by United States), the United States covenants not to sue Settling Defendant pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), for Past Response Costs and Future Response Costs as defined herein. This covenant not to sue shall take effect upon receipt by EPA of all payments required by Section V, Paragraph 4 (Payment of Past Response Costs), and Section VI (Failure to Comply with Requirements of Consent Decree). This covenant not to sue is conditioned upon the satisfactory performance by Settling Defendant of its obligations under this Consent Decree. This covenant not to sue extends only to Settling Defendant and does not extend to any other person.

b. **Reservation of Rights by the United States.** The covenant not to sue set forth in Paragraph 12(a) does not pertain to any matters other than those expressly specified therein. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendant with respect to all other matters, including but not limited to:

(1) liability for failure of Settling Defendant to meet a requirement of this Consent Decree;

(2) liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;

(3) criminal liability;

(4) liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;

(5) liability for response costs incurred or to be incurred by the United States that are not within the definitions of Past Response Costs and Future Response Costs; and,

(6) liability for Future Response Costs not yet reimbursed pursuant to Section V.

VIII. COVENANT NOT TO SUE BY SETTLING DEFENDANT

13. Settling Defendant 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 and Future Response Costs as defined herein 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 the Site for which Past Response Costs and Future Response Costs were incurred, 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; and

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 and Future Response Costs.

Except as provided in Paragraph 18 (waiver of Claims-Splitting Defenses), these covenants not to sue shall not apply in the event that the United States brings a cause of action or issues an order pursuant to the reservations set forth in Paragraph 12 herein, but only to the extent that the Settling Defendant's claims arise from the same response action, response costs, or damages that

the United States is seeking pursuant to the applicable reservation.

14. 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).

IX. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

15. 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 Parties expressly reserve any and all rights (including, but not limited to, any right pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), 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 actions and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

16. 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) and that Settling Defendant is entitled, as of the effective date 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 be otherwise provided by law for "matters addressed" in this Consent Decree. The "matters addressed" in this Consent Decree are Past Response Costs and Future Response Costs as defined herein.

17. Settling Defendant shall, with respect to any suit or claim brought by it for matters related to this Consent Decree, notify the EPA and DOJ in writing no later than sixty (60) days prior to the initiation of such suit or claim. Settling Defendant shall, with respect to any suit or

claim brought against it for matters related to this Consent Decree, notify the United States in writing within ten (10) days of service of the complaint or claim upon it. In addition, Settling Defendant shall notify the EPA and DOJ within ten (10) days of service or receipt of any Motion for Summary Judgment, and within ten (10) days of receipt of any order from a court setting a case for trial.

18. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Defendant 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 or the State 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 VII.

X. DISPUTE RESOLUTION

19. 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, the procedures set forth in this Section shall not apply to actions by the United States to enforce obligations of the Settling Defendant that have not been disputed in accordance with this Section.

20. Any dispute which arises under or with respect to this Consent Decree shall in the first instance be the subject of informal negotiations between the Parties to the dispute. The period for informal negotiations shall not exceed twenty (20) days from the time the dispute arises, unless it is modified by written agreement of the Parties to the dispute. The dispute shall be considered to have arisen when one Party sends the other Party a written Notice of Dispute.

21. Statements of Position.

a. In the event that the Parties cannot resolve a dispute by informal negotiations under the preceding Paragraph, then the position advanced by EPA shall be considered binding unless, within fifteen (15) days after the conclusion of the informal negotiation period, Settling Defendant invokes the formal dispute resolution procedures of this Section by serving on the United States a written Statement of Position on the matter in dispute, including, but not limited to, any factual data, analysis or opinion supporting that position and any supporting documentation relied upon by the Settling Defendant. The Statement of Position shall specify the Settling Defendant's position as to whether formal dispute resolution should proceed under Paragraph 22 or Paragraph 23 of this Consent Decree

b. Within fifteen (15) days after receipt of Settling Defendant's Statement of Position, EPA will serve on Settling Defendant its Statement of Position, including, but not limited to, any factual data, analysis, or opinion supporting that position and all supporting documentation relied upon by EPA. EPA's Statement of Position shall include a statement as to whether formal dispute resolution should proceed under Paragraph 22 or 23. Within fifteen (15) days after receipt of EPA's Statement of Position, Settling Defendant may submit a Reply.

c. If there is disagreement between EPA and the Settling Defendant as to whether dispute resolution should proceed under Paragraph 22 or 23, the Parties to the dispute shall follow the procedures set forth in the paragraph determined by EPA to be applicable. However, if the Settling Defendant ultimately appeals to the Court to resolve the dispute, the Court shall determine which paragraph is applicable in accordance with the standards of applicability set forth in Paragraphs 22 and 23.

22. Formal dispute resolution for disputes pertaining to the selection or adequacy of any response action and all other disputes that are accorded review on the administrative record under applicable principles of administrative law shall be conducted

pursuant to the procedures set forth in this Paragraph. For purposes of this Paragraph, the adequacy of any response action includes, without limitation: (1) the adequacy or appropriateness of plans, procedures to implement plans, or any other items requiring approval by EPA under this Consent Decree; and (2) the adequacy of the performance of response actions taken pursuant to this Consent Decree. Nothing in this Consent Decree shall be construed to allow any dispute by Settling Defendant regarding the validity of the Record of Decision's provisions.

a. EPA shall maintain an administrative record of the dispute which shall contain all statements of position, including supporting documentation, submitted pursuant to this Section. Where appropriate, EPA may allow submission of supplemental statements of position by the Parties to the dispute.

b. The Director of the Waste Management Division, EPA Region III, will issue a final administrative decision resolving the dispute based on the administrative record described in Paragraph 22.a. This decision shall be binding upon the Settling Defendant, subject only to the right to seek judicial review pursuant to Paragraph 22.c. and 22.d.

c. Any administrative decision made by EPA pursuant to Paragraph 22.b. shall be reviewable by this Court, provided that a motion for judicial review of the decision is filed by the Settling Defendant with the Court and served on all Parties within ten (10) days of receipt of EPA's decision. The motion shall include a description of the matter in dispute, the efforts made by the Parties to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of this Consent Decree. The United States may file a response to Settling Defendant's motion.

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

Paragraph 22.a.

23. Formal dispute resolution for disputes that neither pertain to the selection or adequacy of any response action nor are otherwise accorded review on the administrative record under applicable principles of administrative law, shall be governed by this Paragraph 23.

a. Following receipt of Settling Defendant's Statement of Position submitted pursuant to Paragraph 21, the Director of the Waste Management Division, EPA Region III will issue a final decision resolving the dispute. The Waste Management Division Director's decision shall be binding on the Settling Defendant unless, within ten days of receipt of the decision, the Settling Defendant files with the Court and serves on the United States a motion for judicial review of the decision setting forth the matter in dispute, the efforts made by the Parties to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of remedial action. The United States may file a response to Settling Defendant's motion.

b. Judicial review of any dispute governed by this Paragraph shall be governed by applicable principles of law.

24. The invocation of formal dispute resolution procedures under this Section shall not extend, postpone or affect in any way any obligation of the Settling Defendant under this Consent Decree not directly in dispute, unless EPA or the Court agrees otherwise. The invocation of formal dispute resolution procedures under this Section shall not extend, postpone or affect in any way any obligation of the Settling Defendant under the Unilateral Administrative Order issued by EPA to Settling Defendant on July 22, 1998. Subject to Paragraph 6, stipulated penalties with respect to the disputed matter shall continue to accrue during the formal dispute resolution procedures under this Section, but payment shall be stayed pending resolution of the dispute as provided in Paragraph 25. Subject to Paragraph 6 and notwithstanding the stay of payment, stipulated penalties shall accrue from the first day of noncompliance with any applicable provision

of this Consent Decree. In the event that the Settling Defendant does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section VI (Failure to Comply with Requirements of Consent Decree).

25. Penalties shall continue to accrue as provided in Paragraph 24 during any dispute resolution period, but need not be paid until the following:

a. If the dispute is resolved by agreement or by a decision of EPA that is not appealed to this Court, accrued penalties determined to be owing shall be paid to EPA within fifteen (15) days of the agreement or the receipt of EPA's decision or order;

b. If the dispute is appealed to this Court and the United States prevails in whole or in part, Settling Defendant shall pay all accrued penalties determined by the Court to be owed to EPA within sixty (60) days of receipt of the Court's decision or order, except as provided in Paragraph 25.c. below;

c. If the District Court's decision is appealed by any Party, Settling Defendant shall pay all accrued penalties determined by the District Court to be owing to the United States into an interest-bearing escrow account within sixty (60) days of receipt of the Court's decision or order. Penalties shall be paid into this account as they continue to accrue, at least every sixty (60) days. Within fifteen (15) days of receipt of the final appellate court decision, the escrow agent shall pay the balance of the account to EPA or to Settling Defendant to the extent that either prevails.

d. Stipulated penalties shall not accrue: (1) with respect to a decision by the Director of the Hazardous Site Cleanup, EPA Region III, under Paragraph 22.b. or 23.a. of Section X (Dispute Resolution), during the period, if any, beginning on the 21st day after the date that Settling Defendant's reply to EPA's Statement of Position is received until the date that the Director issues a final decision regarding such dispute; or (2) with respect to judicial review by this Court of any dispute under Section X (Dispute Resolution), during the period, if any,

beginning on the 31st day after the Court's receipt of the final submission regarding the dispute until the date that the Court issues a final decision regarding such dispute.

XI. NOTICES AND SUBMISSIONS

26. 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 Settling Defendant, respectively.

As to the United States:

Assistant United States Attorney
Office of the United States Attorney
601 Arch Street
Philadelphia, PA 19103

As to DOJ:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice (DOJ # 90-11-3-09285)
P.O. Box 7611
Washington, D.C. 20044-7611

As to EPA:

Patricia C. Miller (3RC42)
Sr. Assistant Regional Counsel
United States Environmental Protection Agency
1650 Arch Street
Philadelphia, PA 19103-2029

As to Settling Defendant:

Alexandre Bourgeois
Senior Legal Counsel, Environment
Schlumberger Technology Corporation
225 Schlumberger Drive #170
Sugar Land, TX 77478

XII. RETENTION OF JURISDICTION

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

XIII. INTEGRATION/APPENDICES

28. This Consent Decree and its appendix 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. Nothing in this Consent Decree is intended to affect in any way any requirement of or obligation imposed by the UAO. The following appendix is attached to and incorporated into this Consent Decree:

“Appendix A” is the Narrative Cost Summary Report for costs incurred and paid through June 30, 2009 (dated July 16, 2009).

XIV. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

29. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate.

Settling Defendant consents to the entry of this Consent Decree without further notice.

30. 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.

XV. EFFECTIVE DATE

31. The effective date of this Consent Decree shall be the date upon which it is entered by the Court.

XVI. SIGNATORIES/SERVICE

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

33. Settling Defendant 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 Defendant in writing that it no longer supports entry of the Consent Decree.

34. Settling Defendant shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of the Settling Defendant with respect to all matters arising under or relating to this Consent Decree. Settling Defendant hereby agrees to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons.

SO ORDERED THIS ____ DAY OF _____, 2010.

United States District Judge

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Schlumberger Oilfield Services, relating to the North Penn 12 Superfund Site.

FOR THE UNITED STATES OF AMERICA

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For SCHLUMBERGER TECHNOLOGY CORPORATION

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[Signature] **APB**

Please Type the Following:

Name: FRANCESCA MAESTRONI

Title: GENERAL COUNSEL FOR NORTH AMERICA

Address: _____

Agent Authorized to Accept Services on Behalf of Above-Signed Party:

Please Type the Following:

Name: _____

Title: _____

Address: _____

Telephone: _____