

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN

UNITED STATES OF AMERICA,

Plaintiff,

v.

Civil Action No. 09-C-0135

THOMAS SPRINGER
WATERTOWN TIRE RECYCLERS, LLC
WASTE MANAGEMENT OF WISCONSIN, INC.
WEBER TIRES, INC.
MR. P'S TIRES
GCR TRUCK TIRE CENTERS
AUTO TECH CENTERS, INC.
S.T.A.R. USED TIRE DISPOSAL, INC.
ZIMBRICK, INC.
REPUBLIC SERVICES, INC.
DANE COUNTY
BIG BEAR TIRE, LLC
GENE'S TIRES, INC.
KENOSHA TIRE CORPORATION
TIRE CENTERS, LLC
LANDMARK SERVICES COOPERATIVE
JANTZ'S YARD 4 AUTOMOTIVE, INC.
DON'S TIRE SERVICE
McFARLANE MFG. CO., INC.
A&B USED AUTO & TRUCK PARTS
BAUMGART TIRE AND WHEEL, INC.
BERT'S TIRE SERVICE, LLC
F & F TIRE SERVICE, INC.
R.J. DANIELS FUEL, INC.
RACINE TIRE & AUTO SERVICE, INC.
MY TIRES AUTO & TRUCK SERVICE CENTER
TIRES PLUS LICENSEE STORE
RUSS DARROW GROUP, INC.
BERGSTROM CORPORATION,

Defendants.

CONSENT DECREE

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I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint 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 or to be incurred for response actions taken at or in connection with the release or threatened release of hazardous substances at the Watertown Tire Fire Superfund in Watertown, Dodge County, Wisconsin ("the Site").

B. The defendants that have entered into this Consent Decree ("Settling Defendants") do not admit any liability to Plaintiff arising out of the transactions or occurrences alleged in the complaint.

C. The United States and Settling Defendants 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 Settling Defendants. Solely for the purposes of this Consent Decree and the underlying complaint, Settling Defendants waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District. Settling Defendants shall not challenge the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree is binding upon the United States, and upon Settling Defendants and their heirs, 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 Settling Defendants 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 meanings 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. "Consent Decree" shall mean this Consent Decree and all appendices attached hereto. In the event of conflict between this Consent Decree and any appendix, the Consent Decree shall control.
- c. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.
- d. "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. "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 Settling Defendants.
- j. "Past Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that EPA or DOJ on behalf of EPA has paid at or in connection with the Site

through the date of entry of this Consent Decree, plus accrued Interest on all such costs through such date.

k. "Plaintiff" shall mean the United States.

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

m. "Settling Defendants" shall mean those parties identified in Appendix A.

n. "Site" shall mean the Watertown Tire Fire Superfund Site, encompassing approximately 12.3 acres, located at 7910 Provimi Road in Watertown, Dodge County, Wisconsin, and generally shown on the map included in Appendix B.

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

V. PAYMENT OF RESPONSE COSTS

4. Payment of Past Response Costs to EPA. Within 5 business days after Settling Defendants receive notice from the United States that this Consent Decree has been lodged, Settling Defendants shall deposit \$340,898 into an escrow account bearing interest on commercially reasonable terms, in a federally-chartered bank (the "Escrow Account"). If the Consent Decree is not entered by the Court, and the time for any appeal of that decision has run or if the Court's denial of entry is upheld on appeal, the monies placed in escrow, together with accrued interest thereon, shall be returned to Settling Defendants. If the Consent Decree is entered by the Court, Settling Defendants shall, within 15 days thereof, cause the monies in the Escrow Account to be paid to EPA in accordance with Paragraphs 5 and 6 below.

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

6. At the time of payment, Settling Defendants shall also send notice that payment has been made to EPA and DOJ in accordance with Section XII (Notices and Submissions). Such notice shall reference the EPA Region and Site/Spill Identification Number B5 CG, DOJ case number 90-11-3-09429, and the civil action number.

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

VI. FAILURE TO COMPLY WITH CONSENT DECREE

8. Interest on Late Payments. If any Settling Defendant fails to make any payment under Paragraph 4 (Payment of Response Costs) by the required due date, Interest shall continue to accrue on the unpaid balance through the date of payment.

9. Stipulated Penalty.

a. If any amounts due under Paragraph 4 are not paid by the required date, Settling Defendants shall be in violation of this Consent Decree and shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 8, \$500 per violation per day that such payment is late.

b. Stipulated penalties are due and payable within 30 days of the date of the demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be identified as "stipulated penalties" and shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." The check, or a letter accompanying the check, shall reference the name and address of the parties making payment, the Site name, the EPA Region and Site Spill ID Number B5 CG, DOJ Case Number 90-11-3-09429, and the civil action number. Settling Defendants shall send the check (and any accompanying letter) to:

Financial Litigation Unit
U.S. Attorney's Office
for the Eastern District of Wisconsin
530 Federal Building
517 East Wisconsin Avenue
Milwaukee, WI 53202-4580

c. At the time of each payment, Settling Defendants shall also send notice that payment has been made to EPA and DOJ in accordance with Section XII (Notices and Submissions). Such notice shall reference the EPA Region and Site/Spill ID Number B5 CG, DOJ Case Number 90-11-3-09429, and the civil action number.

d. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified Settling Defendants of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

10. If the United States brings an action to enforce this Consent Decree, Settling Defendants 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 Settling Defendants' failure to comply with the requirements of this Consent Decree.

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

13. 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 Settling Defendants from payment as required by Section V or from performance of any other requirements of this Consent Decree.

VII. COVENANT NOT TO SUE BY PLAINTIFF

14. Except as specifically provided in Section VIII (Reservation of Rights by United States), the United States covenants not to sue or to take administrative action against Settling Defendants pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs. This covenant not to sue shall take effect upon receipt by EPA of all payments required by Section V, Paragraph 4 (Payment of Response Costs) and any amount due under Section VI (Failure to Comply with Consent Decree). This covenant not to sue is conditioned upon the satisfactory performance by Settling Defendants of their obligations under this Consent Decree. This covenant not to sue extends only to Settling Defendants and does not extend to any other person.

VIII. RESERVATIONS OF RIGHTS BY UNITED STATES

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

a. liability for failure of Settling Defendants to meet a requirement of this Consent Decree;

b. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs;

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

d. criminal liability; and

e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

IX. COVENANT NOT TO SUE BY SETTLING DEFENDANTS

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

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of the response actions at the Site for which the Past Response Costs were incurred, including any claim under the United States Constitution, the Constitution of the State of Wisconsin, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Past Response Costs.

17. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

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

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

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

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

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

X. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

20. Except as provided in Paragraph 18 (Non-Exempt De Micromis Waiver), nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Except as provided in Paragraph 18 (Non-Exempt De Micromis Waiver), the Parties expressly reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that they may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

21. The Parties agree, and by entering this Consent Decree this Court finds, that Settling Defendants are entitled, as of the date of entry of this Consent Decree, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), for "matters addressed" in this Consent Decree. The "matters addressed" in this Consent Decree are Past Response Costs.

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

23. 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 Defendants 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 Plaintiff set forth in Section VII.

XI. RETENTION OF RECORDS

24. Until 10 years after the entry of this Consent Decree, each Settling Defendant shall preserve and retain all records, reports, or information (hereinafter referred to as "records") now in its possession or control, or which come into its possession or control, that relate in any manner to response actions taken at the Site or the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary.

25. After the conclusion of the 10-year document retention period in the preceding paragraph, Settling Defendants shall notify EPA and DOJ at least 90 days prior to the destruction of any such records, and, upon request by EPA or DOJ, Settling Defendants shall deliver any such records to EPA. Settling Defendants may assert that certain records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Defendants assert such a privilege, they shall provide Plaintiff with the following: 1) the title of the record; 2) the date of the record; 3) the name, title, affiliation (*e.g.*, company or firm), and address of the author of the record; 4) the name and title of each addressee and recipient; 5) a description of the subject of the record; and 6) the privilege asserted. If a claim of privilege applies only to a portion of a record, the record shall be provided to Plaintiff in redacted form to mask the privileged information only. Settling Defendants shall retain all records that they claim to be privileged until the United States has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the Settling Defendants' favor. However, no records created or generated pursuant to the requirements of this or any other settlement with the EPA pertaining to the Site shall be withheld on the grounds that they are privileged.

26. Each Settling Defendant hereby certifies individually that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, reports, or information relating to its potential liability regarding the Site since notification of potential liability by the United States or the State or the filing of suit against it regarding the Site and that it has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6972.

XII. NOTICES AND SUBMISSIONS

27. 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 Defendants, respectively.

As to the United States:

As to DOJ:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice (DJ # 90-11-3-09429)
P.O. Box 7611
Washington, D.C. 20044-7611

As to EPA:

Steven P. Kaiser
Associate Regional Counsel
U.S. EPA - Region V
77 West Jackson Blvd.
Chicago, IL 60604-3507

As to Settling Defendants:

Charles V. Sweeney
AXLEY BRYNELSON, LLP
P.O. Box 1767
Madison, WI 53701-1767

XIII. RETENTION OF JURISDICTION

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

XIV. INTEGRATION/APPENDICES

29. This Consent Decree and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree. The following appendices are attached to and incorporated into this Consent Decree: "Appendix A" is the complete list of Settling Defendants; and "Appendix B" is the map of the Site.

XV. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

30. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendants consent to the entry of this Consent Decree without further notice.

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

XVI. SIGNATORIES/SERVICE

32. Each undersigned representative of a Settling Defendant to this Consent Decree and the Deputy Chief, Environmental Enforcement Section 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. Each 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 Defendants in writing that it no longer supports entry of the Consent Decree.

34. Each 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 that Party with respect to all matters arising under or relating to this Consent Decree. Settling Defendants hereby agree 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 Settling Defendants need not file an answer to the complaint in this action unless or until the Court expressly declines to enter this Consent Decree.

XVII. FINAL JUDGMENT

35. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment between and among the United States and the Settling Defendants. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS ____ DAY OF _____, 20__ .

United States District Judge

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of U.S. v. Waste Management of Wisconsin, Inc., et al., relating to the Watertown Tire Fire Superfund Site.

FOR THE UNITED STATES OF AMERICA

Date: 6/3/09

W. BENJAMIN FISHEROW
Deputy Chief
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20530

ROBERT W. DARNELL
Trial Attorney
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STEVEN M. BISKUPIC
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MATTHEW RICHMOND
Assistant United States Attorney
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517 E. Wisconsin Ave., Suite 530
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Tel: (414) 297-1700
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matthew.richmond@usdoj.gov

RICHARD C. KARL
Director, Superfund Division
U.S. EPA, Region V
77 West Jackson Blvd.
Chicago, IL 60604-3507

STEVEN P. KAISER
Associate Regional Counsel
U.S. EPA - Region V
77 West Jackson Blvd.
Chicago, IL 60604-3507

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Waste Management of Wisconsin, Inc., et al., relating to the Watertown Tire Fire Superfund Site.

FOR DEFENDANT WASTE MANAGEMENT OF WISCONSIN, INC.

Date: March 11, 2009

Jack Dowden, Area Director
Closed Sites Management Group Midwest Area

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

Name: CT Corporation System

Title: -

Address: 8040 Excelsior Drive, Suite 200, Madison, WI 53717

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Waste Management of Wisconsin, Inc., et al., relating to the Watertown Tire Fire Superfund Site.

FOR DEFENDANT WEBER TIRES, INC.

Date: 3/23/09

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

Name: Jeannette Armstrong

Title: Attorney

Address: Weider & Boucher, S.C.

440 Science Drive, Suite 300
Madison, WI 53711

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Waste Management of Wisconsin, Inc., et al., relating to the Watertown Tire Fire Superfund Site.

FOR DEFENDANT GCR TRUCK TIRE CENTERS
BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC

Date: March 9, 2009

JANE JOHNSON
MANAGER OF REMEDIATION

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

Name: Heidi Bumpers

Title: Counsel, Jones Day

Address: 51 Louisiana Avenue, N.W.
Washington, DC 20001

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Waste Management of Wisconsin, Inc., et al., relating to the Watertown Tire Fire Superfund Site.

FOR DEFENDANT AUTO TECH CENTERS, INC.

Date: March 6, 2009

Pres. Auto Tech Centers, Inc.

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

Name: Ashley Boynelson / Charles V. Sweeney

Title: Attorney

Address: 2 East Mifflin St.
Suite 200
Madison, Wis
53703

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Waste Management of Wisconsin, Inc., et al., relating to the Watertown Tire Fire Superfund Site.

FOR DEFENDANT ZIMBRICK, INC.

Date: 3/8/09

U O

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

Name: Thomas J. Zimbrick

Title: Authorized Agent

Address: 1601 W. Beltline Hwy.
Madison WI 53713

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Waste Management of Wisconsin, Inc., et al., relating to the Watertown Tire Fire Superfund Site.

FOR DEFENDANT REPUBLIC SERVICES OF
WISCONSIN, LIMITED PARTNERSHIP, d/b/a
Mallard Ridge Landfill

Date: March 18, 2009

Jo Lynn White
Vice President and Secretary

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

Name: Charles M. Denton

Title: Attorney

Address: Suite 1000, 171 Monroe Avenue, N.W.
Grand Rapids, MI 49503

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Waste Management of Wisconsin, Inc., et al., relating to the Watertown Tire Fire Superfund Site.

FOR DEFENDANT ~~DANE COUNTY~~

Date: 4/15/09

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

Name: DAVID R. GAULT

Title: Asst. Corporation Counsel

Address: Rm. 414, City-County Bldg.
Madison, WI. 53703

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Waste Management of Wisconsin, Inc., et al., relating to the Watertown Tire Fire Superfund Site.

FOR DEFENDANT ~~BIG BEAR TIRE, LLC~~

Date: 4/15/2009

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

Name: Martin D'Amore

Title: Member

Address: W39834 Wisconsin Ave.
Oconomowoc, WI 53066

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Waste Management of Wisconsin, Inc., et al., relating to the Watertown Tire Fire Superfund Site.

FOR DEFENDANT GENE'S TIRES, INC.

Date: 3/10/2009

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

Name: Charles V. Sweeney

Title: Attorney

Address: P.O. Box 1767
Madison, WI 53701-1767

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Waste Management of Wisconsin, Inc., et al., relating to the Watertown Tire Fire Superfund Site.

FOR DEFENDANT TIRE CENTERS, LLC

Date: 4/15/09



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

Name: Joe Finner

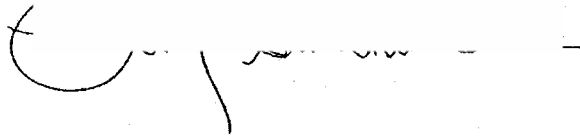
Title: President & CEO

Address: 310 Englishby Parkway
Duncan, SC 29334

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Waste Management of Wisconsin, Inc., et al., relating to the Watertown Tire Fire Superfund Site.

FOR DEFENDANT LANDMARK SERVICES COOPERATIVE

Date: 3/27/2009

A large, stylized handwritten signature in black ink, appearing to be a cursive representation of a name, positioned to the right of the date.

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

Name: [Handwritten Signature]

Title: CEO

Address: 203 West Cottage Grove Rd., Cottage Grove, WI 53527

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Waste Management of Wisconsin, Inc., et al., relating to the Watertown Tire Fire Superfund Site.

FOR DEFENDANT JANTZ'S YARD 4 AUTOMOTIVE, INC.

Date: 3-30-2009

A handwritten signature in black ink, appearing to be "A. Jantz", written over a horizontal line.

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

Name: Alfred L. Jantz

Title: President

Address: 2500 Washington Road, Kenosha, WI 53140

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Waste Management of Wisconsin, Inc., et al., relating to the Watertown Tire Fire Superfund Site.

FOR DEFENDANT DON'S TIRE SERVICE

Date: March 12, 2009

U

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

Name: Leo Wherley or
Title: Owner
Address: Cross Plains, WI 53528

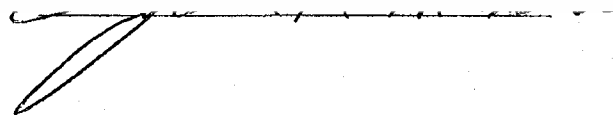
Charles V. Sweeney, Attorney
2 East Mifflin St. Suite 200,
Madison, WI 53703

APPROVED AND FORWARDED: [Signature] DATE: [Date]

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Waste Management of Wisconsin, Inc., et al., relating to the Watertown Tire Fire Superfund Site.

FOR DEFENDANT McFARLANE MFG. CO., INC.

Date: 3/31/2009



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

Name: Gary h. Antoniewicz

Title: Attorney

Address: Boardman Law Firm LLP
1 S. Pinckney Street
P.O. Box 927
Madison, WI 53701-0927

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Waste Management of Wisconsin, Inc., et al., relating to the Watertown Tire Fire Superfund Site.

FOR DEFENDANT BAUMGART TIRE AND WHEEL, INC.

Date: 3-23-09

✓

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

Name: John E. Baumgart

Title: Agent

Address: 914 W. Wisconsin Ave.
Appleton WI 54914

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Waste Management of Wisconsin, Inc., et al., relating to the Watertown Tire Fire Superfund Site.

FOR DEFENDANT BERT'S TIRE SERVICE, LLC

Date: 3-9-09

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

Name: Judith Mueller

Title: Agent

Address: W280 Bellevue Ave.
Oconomowoc, WI 53066

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Waste Management of Wisconsin, Inc., et al., relating to the Watertown Tire Fire Superfund Site.

FOR DEFENDANT F&F TIRE SERVICE, INC.

Date: 03/13/09

Jeffrey S. DeVries
PRESIDENT

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

Name: Charles V. Sweeney

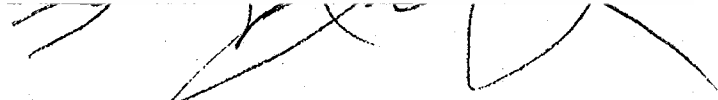
Title: Attorney

Address: 2 EAST MIFFLIN ST.
SUITE 200
MADISON WI 53703

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Waste Management of Wisconsin, Inc., et al., relating to the Watertown Tire Fire Superfund Site.

FOR DEFENDANT R.J. DANIELS FUEL, INC

Date: 3-5-09



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

Name: DONALD L. SHRIVER

Title: Attorney at Law

Address: 515 North Court Street
Rockford, Illinois 61103

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Waste Management of Wisconsin, Inc., et al., relating to the Watertown Tire Fire Superfund Site.

FOR DEFENDANT RACINE TIRE & AUTO SERVICE, INC.

Date: 3-10-09

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

Name: JEFFREY S. GRAV

Title: PRESIDENT

Address: 5052 Douglas Ave
RACINE, WI 53402

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Waste Management of Wisconsin, Inc., et al., relating to the Watertown Tire Fire Superfund Site.

FOR DEFENDANT MY TIRES AUTO & TRUCK SERVICE CENTER

Date: 3-9-09

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

Name: Joseph P. Dolphin

Title: v.p.

Address: Skol Co D

Platteville wi
53818

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Waste Management of Wisconsin, Inc., et al., relating to the Watertown Tire Fire Superfund Site.

FOR DEFENDANT KENOSHA TIRE CORPORATION

Date: 4-16-09

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

Name: Steven P. Heckel

Title: Pres.

Address: 6005-75th St. Kenosha, WI. 53142

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Waste Management of Wisconsin, Inc., et al., relating to the Watertown Tire Fire Superfund Site.

FOR DEFENDANT RUSS DARROW GROUP, INC.

Date: 3/5/2009

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

Name: Phil Harrington

Title: EVP & CFO

Address: W133 N8569 Executive Pkwy
Menomonee Falls, WI 53051

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Waste Management of Wisconsin, Inc., et al., relating to the Watertown Tire Fire Superfund Site.

FOR DEFENDANT BERGSTROM CORPORATION

Date: 3/5/09

BY: John J. Hageray, II,
Secretary

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

Name: John J. Hageray, II

Title: Secretary, Bergstrom Corporation

Address: One Neenah Center
Neenah, WI 54956

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of U.S. v. Waste Management of Wisconsin, Inc. et al., relating to the Watertown Tire Fire Superfund Site.

FOR DEFENDANT S.T.A.R. USED TIRE DISPOSAL, INC.

Date: 3.6.09

WILLIAM T. TAYLOR CO-OWNER

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

Name: CHARLES V. SWEENEY

Title: ATTORNEY

Address: 2 EAST MIFFLIN STREET
SUITE 200
MADISON WI 53703

APPENDIX A

Waste Management of Wisconsin, Inc.
Weber Tires, Inc.
Mr. P's Tires
GCR Truck Tire Centers
Auto Tech Centers, Inc.
S.T.A.R. Used Tire Disposal, Inc.
Zimbrick, Inc.
Republic Services, Inc.
Dane County
Big Bear Tire, LLC
Gene's Tires, Inc.
Kenosha Tire Corporation
Tire Centers, LLC
Landmark Services Cooperative
Jantz's Yard 4 Automotive, Inc.
Don's Tire Service
McFarlane Mfg. Co., Inc.
Baumgart Tire and Wheel, Inc.
Bert's Tire Service, LLC
F&F Tire Service, Inc.
R.J. Daniels Fuel, Inc.
Racine Tire & Auto Service, Inc.
My Tires Auto & Truck Service Center
Russ Darrow Group, Inc.
Bergstrom Corporation

APPENDIX B

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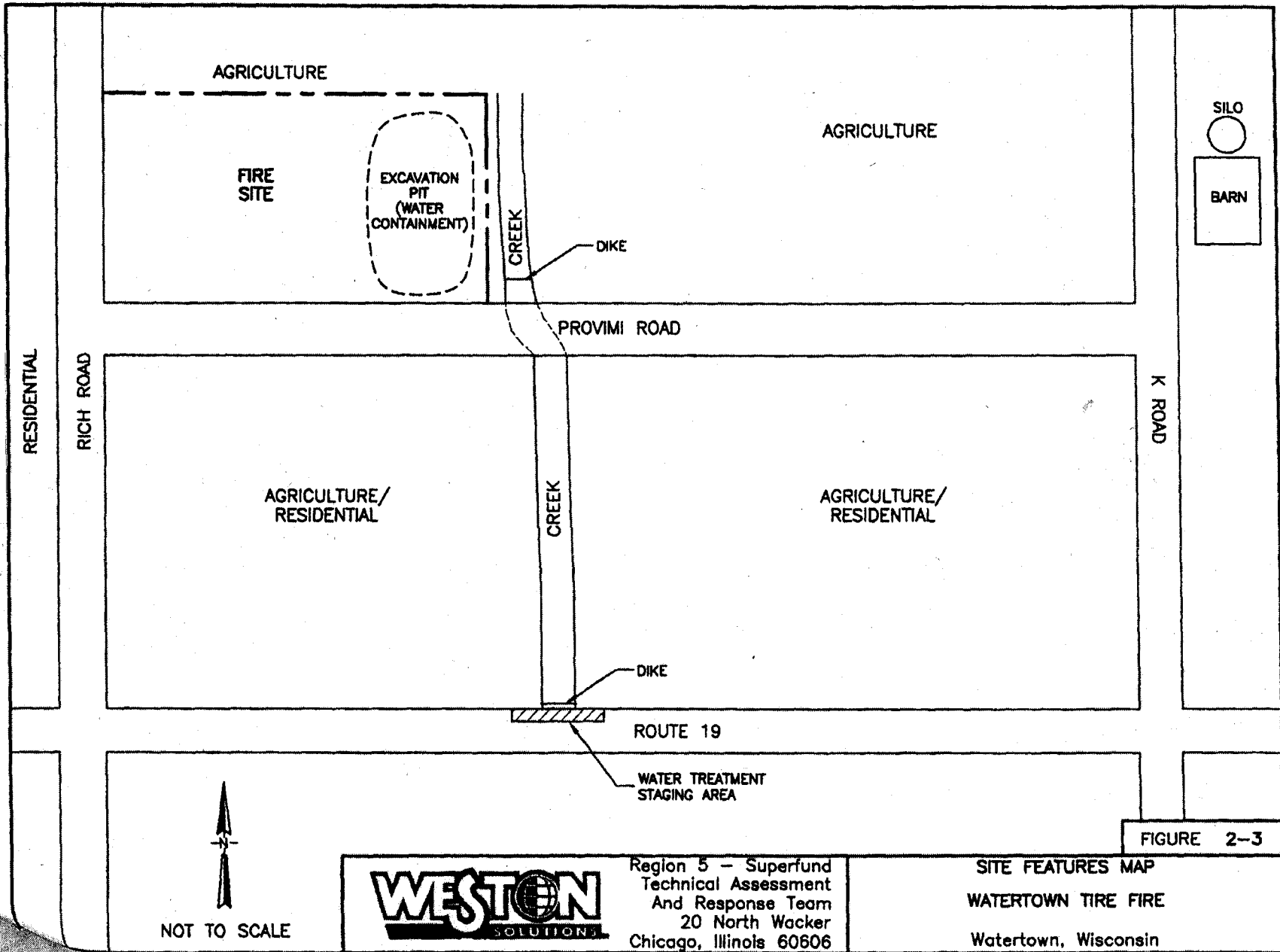


FIGURE 2-3



Region 5 - Superfund
Technical Assessment
And Response Team
20 North Wacker
Chicago, Illinois 60606

SITE FEATURES MAP
WATERTOWN TIRE FIRE
Watertown, Wisconsin