IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF WEST VIRGINIA
CHARLESTON DIVISION

UNITED STATES OF AMERICA, and THE STATE OF WEST VIRGINIA,	)	
Plaintiffs,	)	
v.	)	Civil Action No.
E.I. DU PONT DE NEMOURS & CO., and LUCITE INTERNATIONAL, INC.,	)	CONSENT DECREE
Defendants.	)	

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Plaintiffs, United States of America, on behalf of the United States Environmental Protection Agency ("EPA"), and the State of West Virginia ("the State"), have filed a complaint in this action concurrently with this Consent Decree, alleging that Defendants, E.I. Du Pont de Nemours & Co. ("DuPont") and Lucite International, Inc. ("Lucite") (together "Defendants"), violated the Clean Air Act ("Act"), 42 U.S.C. §§ 7401-7671q, and the following provisions under the Act: the Standards of Performance for New Stationary Sources at Section 111 of the Act, 42 U.S.C. § 7411, and the New Source Performance Standards for Sulfuric Acid Plants, 40 C.F.R. Part 60, Subpart H, at §§ 60.80-60.85; the Prevention of Significant Deterioration ("PSD") of Air Quality provisions, Part C of Title I of the Act at Sections 160-169B of the Act, 42 U.S.C. §§ 7470-7492; the Title V Permit Program in Title V, Sections 502-504 of the Act, 42 U.S.C. §§ 7661a -7661c, and its implementing regulations at 40 C.F.R. Part 70; West Virginia's Title V Permit Program at W. Va. Code State R. Tit. 45 § 30; and the West Virginia State Implementation Plan provisions for PSD and minor new source review at W. Va. Code State R. Tit. 45 §§ 13 and 14.

The Complaint alleges that these violations occurred at a sulfuric acid regeneration plant ("Facility") that is owned by Lucite and operated by DuPont. The Facility is a portion of a larger plant, located at 901 West DuPont Avenue, Belle, West Virginia 25015 in Kanawha County, West Virginia.

Defendant Lucite has decided, for independent business reasons, to cease operation of the Facility as of April 1, 2010.

Neither Defendant admits any liability to the United States or the State arising out

of the transactions or occurrences alleged in the Complaint.

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

NOW, THEREFORE, before the taking of any testimony, without the adjudication or admission of any issue of fact or law except as provided in Section I, and with the consent of the Parties, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action, pursuant to 28 U.S.C. §§ 1331, 1345, and 1355, and Section 113(b) of the Act, 42 U.S.C. § 7413(b), and over the Parties. This Court has supplemental jurisdiction over the State law claims asserted by the State of West Virginia pursuant to 28 U.S.C. § 1367. Venue lies in this District pursuant to Section 113(b) of the Act, 42 U.S.C. § 7413(b), and 28 U.S.C. §§ 1391(b) and (c) and 1395(a), because the violations alleged in the Complaint are alleged to have occurred in, and each Defendant conducts business in, this judicial district. Solely for the purposes of this Consent Decree and the underlying Complaint, the Defendants waive all objections and defenses that they may have to the Court's jurisdiction over this action, to the Court's jurisdiction over the Defendants, and to venue in this District. The Defendants shall not challenge the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree. For purposes of the Complaint filed by the United States and the State of West Virginia in this matter and resolved by the Consent Decree, and for purposes of entry and enforcement of this Consent

Decree, the Defendants waive any defense or objection based on standing.

2. For purposes of this Consent Decree, each Defendant agrees that the Complaint states claims upon which relief may be granted pursuant to Sections 110, 111, 113 and 502-504 of the Act, 42 U.S.C. §§ 7410, 7411, 7413 and 7661a-7661c.

II. APPLICABILITY

3. The obligations of this Consent Decree apply to and are binding upon the United States and the State, and upon each Defendant and any successors, assigns, or other entities or persons otherwise bound by law.

4. No transfer of ownership or operation of the Facility, whether in compliance with the procedures of this Paragraph or otherwise, shall relieve either Defendant of its obligation to ensure that the terms of the Decree are implemented. At least thirty (30) Days prior to such transfer, each Defendant shall provide a copy of this Consent Decree to the proposed transferee and shall simultaneously provide written notice of the prospective transfer, together with a copy of the proposed written agreement, to EPA Region III, the United States Department of Justice, and to the State of West Virginia in accordance with Section XIV of this Decree (Notices). Any attempt to transfer ownership or operation of the Facility without complying with this Paragraph constitutes a violation of this Decree.

5. Each Defendant shall provide a copy of this Consent Decree to each officer, employee, and agent whose duties might reasonably include compliance with any provision of this Decree, as well as to any contractor retained to perform work required under this Consent Decree. Each Defendant shall condition any such contract upon performance of the

work in conformity with the terms of this Consent Decree.

6. In any action to enforce this Consent Decree, neither Defendant shall raise as a defense the failure by any of its officers, directors, employees, agents, or contractors to take any actions necessary to comply with the provisions of this Consent Decree.

III. DEFINITIONS

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

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

b. "Consent Decree" or "Decree" shall mean this Decree;

c. "Day" shall mean a calendar day unless expressly stated to be a business 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 business day;

d. "Defendants" or "each Defendant" shall mean E.I. Du Pont de Nemours & Co. and Lucite International, Inc.;

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

f. "Effective Date" shall have the definition provided in Section XIII.

g. "Facility" shall mean the sulfuric acid regeneration plant that is owned by Lucite and operated by DuPont and located at 901 West DuPont Avenue, Belle, West Virginia 25015 in Kanawha County, West Virginia.

h. "Paragraph" shall mean a portion of this Decree identified by an arabic numeral;

i. "Parties" shall mean the United States, the State, and each Defendant;

j. "Plaintiffs" shall mean the United States and the State of West Virginia;

k. "Section" shall mean a portion of this Decree identified by a roman numeral;

l. "State" shall mean the State of West Virginia;

m. "United States" shall mean the United States of America, acting on behalf of EPA.

IV. CIVIL PENALTY

8. Within thirty (30) Days after the Effective Date of this Consent Decree, Defendants shall pay the total sum of $2,000,000.00 as a civil penalty, together with interest accruing from the date on which the Consent Decree is lodged with the Court, at the rate specified in 28 U.S.C. § 1961 as of the date of lodging. Defendants shall be jointly and severally liable for payment of the civil penalty together with interest.

9. Of the civil penalty, Defendants shall pay $1,000,000.00 to the United

States, together with interest, by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice in accordance with written instructions to be provided to Defendants, following lodging of the Consent Decree, by the Financial Litigation Unit of the U.S. Attorney's Office for the Southern District of West Virginia, 300 Virginia Street, East, Suite 4000, Charleston, WV 25301, (304) 345-2200. At the time of payment, Defendants shall send a copy of the EFT authorization form and the EFT transaction record, together with a transmittal letter, which shall state that the payment is for the civil penalty owed pursuant to the Consent Decree in United States, *et al.*, v. E.I. Du Pont Nemours & Co., *et al.*, and shall reference the civil action number and DOJ case number 90-5-2-1-09251, to the United States in accordance with Section XII of this Decree (Notices); by email to acctsreceivable.CINWD@epa.gov; and by mail to:

EPA Cincinnati Finance Office
26 Martin Luther King Drive
Cincinnati, Ohio 45268

10. No later than thirty (30) Days after the Effective Date of this Consent Decree, Defendants shall also together pay a civil penalty of $1,000,000.00 to the State in accordance with written instructions to be provided to Defendants by the State, following lodging of the Consent Decree. At the time of payment, Defendants shall send the state a copy of the EFT authorization form and the EFT transaction record, together with a transmittal letter, which shall state that the payment is for the civil penalty owed pursuant to the Consent Decree in United States, *et al.*, v. E.I. Du Pont Nemours & Co., *et al.*, and shall reference the civil action number. The documents shall be sent to:

Ramona Dickson
Fiscal Office

West Virginia Department of Environmental Protection
601 57th Street SE
Charleston, WV 25304

11. Defendants shall not deduct any penalties paid under this Decree pursuant to this Section or Section VII (Stipulated Penalties) in calculating its federal, State or local income tax.

V. COMPLIANCE REQUIREMENTS

12. No later than April 1, 2010, Defendants shall cease operation of the Facility. Upon the cessation of operation of the Facility, each Defendant shall surrender all air pollution permits for the Facility to the permitting authority in the State. No later than April 10, 2010, Defendants shall submit written notification to EPA Region III and to the United States Department of Justice that they have ceased operation of the Facility and surrendered all air permits to the State. Neither Defendant shall file any application for emission reduction credits as a result of such cessation of operation. Neither Defendant shall use any emission reductions resulting from such cessation of operation in any netting calculation. Neither Defendant shall sell any emission credits obtained as a result of emission reductions resulting from such cessation of operation.

VI. REPORTING REQUIREMENTS

13. On each May 30 and November 30 following the lodging of this Consent Decree, and until termination of this Decree pursuant to Section XVI, Defendants shall submit a joint status report for the preceding 6-month period that shall describe the Defendants' actions taken and to be taken to comply with this Consent Decree. This report shall include the status

and likely target date of the cessation of operation required by the preceding Section.

14. Whenever any violation of this Consent Decree or of any applicable permits or any other event affecting either Defendant's performance under this Decree, or the performance of the Facility, may pose an immediate threat to the public health or welfare or the environment, Defendants shall notify EPA and the State orally or by electronic or facsimile transmission as soon as possible, but no later than 24 hours after either Defendant first knew or should have known of the violation or event. This notification procedure is in addition to the requirements set forth in the preceding Paragraph.

15. All reports or notices required under this Consent Decree shall be submitted to the persons designated in Section XII of this Consent Decree (Notices).

16. Each report or notice submitted by either Defendant under this Section shall be signed by an official of the submitting party and include the following certification:

> I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

This certification requirement does not apply to emergency or similar notifications where compliance would be impractical.

17. The reporting requirements of this Consent Decree do not relieve either

Defendant of any reporting obligations required by the Clean Air Act, the West Virginia Air Pollution Control Act or implementing regulations, or by any other federal, state, or local law, regulation, permit, or other requirement.

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

VII. STIPULATED PENALTIES

19. Defendants shall be jointly and severally liable for stipulated penalties to the United States and the State for violations of this Consent Decree as specified below. A violation includes failing to perform any obligation required by the terms of this Decree, according to all applicable requirements of this Decree and within the specified time schedules established by this Decree.

a. Late Payment of Civil Penalty

If Defendants fail to pay the civil penalty required to be paid under Section IV of this Decree (Civil Penalty) when due, Defendants shall pay a stipulated penalty of $5,000 per Day for each Day that the payment is late.

b. Cessation of Operation

The following stipulated penalties shall accrue per violation per Day for each Day Defendants fail to comply with the requirements of Section V of this Consent Decree:

Penalty Per Violation Per Day	Period of Noncompliance
$ 5,000	1st through 14th Day

$10,000	15th through 30th Day
$25,000	31st Day and beyond

c. Reporting Requirements. The following stipulated penalties shall accrue per violation per Day for each violation of the reporting requirements of Section VI of this Consent Decree:

Penalty Per Violation Per Day	Period of Noncompliance
$ 250	1st through 14th Day
$ 500	15th through 30th Day
$1,000	31st Day and beyond

d. The following stipulated penalties shall accrue per violation per Day for either Defendant's failure to comply with any requirement, not specifically referenced in this Paragraph, of this Consent Decree, within the specified time established by or approved under this Decree:

Penalty Per Violation Per Day	Period of Noncompliance
$250	1st through 14th day
$500	15th through 30th day
$1,000	31st day and beyond

20. Stipulated penalties under this Section shall begin to accrue on the Day after performance is due or on the Day a violation occurs, whichever is applicable, and shall continue to accrue until performance is satisfactorily completed or until the violation ceases. Stipulated penalties shall accrue simultaneously for separate violations of this Consent Decree.

21. Defendants shall pay stipulated penalties to the United States and the State within 30 Days of a written demand by either Plaintiff. The United States, or the State, or both, may seek stipulated penalties under this Section by sending a joint written demand to either Defendant, or by either sovereign sending a written demand to either Defendant or both Defendants, with a copy simultaneously sent to the other Plaintiff. Either the United States or the State may waive stipulated penalties or reduce the amount of stipulated penalties it seeks, in the unreviewable exercise of its discretion and in accordance with this Paragraph. Where both sovereigns seek stipulated penalties for the same violation of this Consent Decree, Defendants shall pay fifty (50) percent to the United States and fifty (50) percent to the State. Where only one sovereign demands stipulated penalties for a violation, and the other sovereign does not join in the demand within twenty (20) Days of receiving the demand, or timely joins in the demand but subsequently elects to waive or reduce stipulated penalties for that violation, Defendants shall pay the full stipulated penalties due for the violation to the sovereign making the demand less any amount paid to the other sovereign, and Defendants shall not be liable for additional stipulated penalties to the other sovereign for that violation.

22. Stipulated penalties shall continue to accrue during any Dispute Resolution, but need not be paid until the following:

a. If the dispute is resolved by agreement or by a decision of EPA or the State that is not appealed to the Court, Defendants shall pay accrued penalties determined to be owing, together with interest, to the United States and the State within thirty (30) Days of the effective date of the agreement or the receipt of EPA's or the State's decision or order.

b. If the dispute is appealed to the Court and the United States or the State prevails in whole or in part, Defendants shall pay all accrued penalties determined by the Court to be owing, together with interest, within sixty (60) Days of receiving the Court's decision or order, except as provided in subparagraph c, below.

c. If any Party appeals the District Court's decision, Defendants shall pay all accrued penalties determined to be owing to the United States and the State, together with interest, within fifteen (15) Days of receiving the final appellate court decision.

23. Defendants shall pay stipulated penalties owing to the United States in the manner set forth and with the confirmation notices required by Paragraph 9, except that the transmittal letter shall state that the payment is for stipulated penalties and shall state for which violations the penalties are being paid. Defendants shall pay stipulated penalties owing to the State in the manner set forth in Paragraph 10, except that the transmittal letter shall state that the payment is for stipulated penalties and shall state for which violations the penalties are being paid.

24. If Defendants fail to pay stipulated penalties according to the terms of this Consent Decree, they shall be liable for interest on such penalties, as provided for in 28 U.S.C. § 1961, accruing as of the date payment became due. Nothing in this Paragraph shall be construed to limit the United States or the State from seeking any remedy otherwise provided by law for Defendants' failure to pay any stipulated penalties.

25. Subject to the provisions of Section X of this Consent Decree (Effect of Settlement/Reservation of Rights), the stipulated penalties provided for in this Consent Decree

shall be in addition to any other rights, remedies, or sanctions available to the United States and the State for violation of this Consent Decree or applicable law by either Defendant or both Defendants. Where a violation of this Consent Decree is also a violation of relevant statutory or regulatory requirements, Defendants shall be allowed a credit, for any stipulated penalties paid, against any statutory penalties imposed for such violation.

VIII. DISPUTE RESOLUTION

26. 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. A Defendant's failure to seek resolution of a dispute under this Section shall preclude that Defendant from raising any such issue as a defense to an action by the United States or the State to enforce any obligation of that Defendant arising under this Decree.

27. Informal Dispute Resolution. Any dispute subject to Dispute Resolution under this Consent Decree shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when either Defendant sends the United States and the State a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed twenty (20) Days from the date the dispute arises, unless that period is modified by written agreement. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by the United States shall be considered binding unless, within twenty (20) Days after the conclusion of the informal negotiation period, the disputing Defendant invokes formal dispute resolution procedures as set forth below. In the event that the

United States and the State are unable to reach agreement with regard to Defendant's claim, the position of the United States shall be the Plaintiffs' final position.

28. Formal Dispute Resolution. Either Defendant may invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by serving on the United States and the State a written Statement of Position regarding the matter in dispute. The Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting Defendant's position and any supporting documentation relied upon by Defendant.

29. The United States and/or the State shall serve its Statement of Position within forty-five (45) Days of receipt of the disputing Defendant's Statement of Position. The United States' and/or the State's Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by the United States. In the event that the United States and the State are unable to reach agreement among themselves with regard to the claim of the disputing Defendant, the Statement of Position served by the United States shall be the Plaintiffs' final position. If the State dissents, it may file such other pleadings expressing its position as allowed by the Court. The United States' Statement of Position shall be binding on the disputing Defendant, unless that Defendant files a motion for judicial review of the dispute in accordance with the following Paragraph.

30. A disputing Defendant may seek judicial review of the dispute by filing with the Court and serving on the United States and the State, in accordance with Section XII of

this Consent Decree (Notices), a motion requesting judicial resolution of the dispute. The motion must be filed within ten (10) Days of receipt of the United States' Statement of Position pursuant to the preceding Paragraph. The motion shall contain a written statement of the disputing Defendant's position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Consent Decree.

31. The United States shall respond to Defendant's motion within the time period allowed by the Local Rules of this Court. Defendant may file a reply memorandum, to the extent permitted by the Local Rules.

32. Standard of Review. In a formal dispute resolution proceeding under this Section, Defendants shall bear the burden of demonstrating that their position complies with this Consent Decree and the Act. The Court shall decide the dispute based on applicable principles of law. The United States reserves the right to argue that its position is reviewable only on the administrative record and must be upheld unless arbitrary and capricious or otherwise not in accordance with law.

33. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of either Defendant under this Consent Decree, unless and until final resolution of the dispute so provides. Stipulated penalties with respect to the disputed matter shall continue to accrue from the first Day of noncompliance, but payment shall be stayed pending resolution of the dispute as provided in Paragraph 22. If the disputing Defendant does not prevail on the disputed issue, stipulated penalties shall be assessed

and paid by the disputing Defendant as provided in Section VII (Stipulated Penalties).

IX. INFORMATION COLLECTION AND RETENTION

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

a. monitor the progress of activities required under this Consent Decree;

b. verify any data or information submitted to the United States or the State in accordance with the terms of this Consent Decree;

c. obtain samples and, upon request, splits of any samples taken by either Defendant or its representatives, contractors, or consultants;

d. obtain documentary evidence, including photographs and similar data; and

e. assess each Defendant's compliance with this Consent Decree.

35. Upon request, each Defendant shall provide EPA and the State or their authorized representatives splits of any samples taken by that Defendant. Upon request, EPA and the State shall provide either Defendant splits of any samples taken by EPA or the State.

36. Until three years after the termination of this Consent Decree, each Defendant shall retain, and shall instruct their contractors and agents to preserve, all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in their or their contractors' or agents' possession or

control, or that comes into their or their contractors' or agents' possession or control, and that relate in any manner to each Defendant's performance of its obligations under this Consent Decree. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the United States or the State, each Defendant shall provide copies of any documents, records, or other information required to be maintained under this Paragraph.

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

38. Each Defendant may also assert that information required to be provided

under this Section is protected as Confidential Business Information ("CBI") under 40 C.F.R. Part 2. As to any information that either Defendant seeks to protect as CBI, that Defendant shall follow the procedures set forth in 40 C.F.R. Part 2 and W. Va. Code State R. Tit. 45 § 31.

39. This Consent Decree in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the United States or the State pursuant to applicable federal or state laws, regulations, or permits, nor does it limit or affect any duty or obligation of either Defendant to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

X. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

40. This Consent Decree resolves the civil claims of the United States and the State for the violations alleged in the Complaint filed in this action through the date of lodging of the Decree.

41. The United States and the State reserve all legal and equitable remedies available to enforce the provisions of this Consent Decree. This Consent Decree shall not be construed to limit the rights of the United States or the State to obtain penalties or injunctive relief under the Act or implementing regulations, or under other federal or state laws, regulations, or permit conditions, except as expressly specified in the preceding Paragraph. The United States and the State further reserve all legal and equitable remedies to address any imminent and substantial endangerment to the public health or welfare or the environment arising at, or posed by, the Facility, whether related to the violations addressed in this Consent Decree or otherwise.

42. This Consent Decree is not a permit, or a modification of any permit,

under any federal, State, or local laws or regulations. Each Defendant is responsible for achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations, and permits; and a Defendant's compliance with this Consent Decree shall be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein. The United States and the State do not, by their consent to the entry of this Consent Decree, warrant or aver in any manner that either Defendant's compliance with any aspect of this Consent Decree will result in compliance with provisions of the Act, or with any other provisions of federal, State, or local laws, regulations, or permits.

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

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

XI. COSTS

45. The Parties shall bear their own costs of this action, including attorneys' fees, except that the United States and the State shall be entitled to collect the costs (including attorneys' fees) incurred in any action necessary to enforce this Consent Decree, including an action to collect any portion of the civil penalty or any stipulated penalties due but not paid by Defendants.

XII. NOTICES

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

To the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
Box 7611 Ben Franklin Station
Washington, D.C. 20044-7611
Re: DOJ No. 90-5-2-1-09251

and

Chris Pilla, Branch Chief
Air Enforcement Branch
Air Protection Division,
U.S. Environmental Protection Agency
Region III
1650 Arch Street
Philadelphia, PA 19103-2029

and

Donna L. Mastro, Esq.
U.S. Environmental Protection Agency
Region III (3RC10)
1650 Arch Street
Philadelphia, PA 19103-2029

To the State:

Roland T. Huson, Esq.
Office of Legal Services, West Virginia Department of Environmental Protection
601 57th Street
Charleston, WV 25304

Jesse D. Adkins
Chief of Enforcement
Division of Air Quality
West Virginia Department of Environmental Protection
601 57th Street
Charleston, WV 25304

To Lucite:

Marney Gillmore
Director of Manufacturing
Lucite International, Inc.
2665 Fite Road
Memphis, TN 38127

Lee A. DeHihns, III
Alston & Bird LLP
1201 West Peachtree Street
Atlanta, GA 30309-3424

To DuPont:

Bernard J. Reilly, Esq.
DuPont Legal D-7082A
1007 Market Street
Wilmington, DE 19898

Thomas E. Knauer, Esq.
1011 East Main Street, Suite 310
Richmond, VA 23219

E.I. Du Pont de Nemours and Company
Attn: Director, Sulfuric Acid Business
1007 Market Street
Wilmington, DE 19898

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

48. Notices submitted pursuant to this Section shall be deemed submitted

upon mailing, unless otherwise provided in this Consent Decree or by mutual agreement of the Parties in writing.

XIII. EFFECTIVE DATE

49. The Effective Date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court as recorded on the Court's docket.

XIV. RETENTION OF JURISDICTION

50. The Court shall retain jurisdiction over this case until termination of this Consent Decree, for the purpose of resolving disputes arising under this Decree or entering orders modifying this Decree, pursuant to Sections XV and XVI, or effectuating or enforcing compliance with the terms of this Decree.

XV. MODIFICATION

51. Except as provided in Paragraph 47, the terms of this Consent Decree may be modified only by a subsequent written agreement signed by all the Parties. Where the modification constitutes a material change to this Decree, it shall be effective only upon approval by the Court.

52. Any disputes concerning modification of this Decree shall be resolved pursuant to Section VIII of this Decree (Dispute Resolution), provided, however, that the Party seeking the modification bears the burden of demonstrating that it is entitled to the requested modification in accordance with Federal Rule of Civil Procedure 60(b).

XVI. TERMINATION

53. After Defendants have completed the requirements of Section V

(Compliance Requirements) of this Decree, and have paid the civil penalty and any accrued stipulated penalties as required by this Consent Decree, Defendants may submit to the United States and the State a Joint Request for Termination, stating that Defendants have satisfied those requirements, together with all necessary supporting documentation.

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

55. If the United States after consultation with the State does not agree that the Decree may be terminated, either Defendant may invoke Dispute Resolution under Section VIII of this Decree. However, neither Defendant shall seek Dispute Resolution of any dispute regarding termination, until ninety (90) Days after service of its Request for Termination.

XVII. PUBLIC PARTICIPATION

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

XVIII. SIGNATORIES/SERVICE

57. The undersigned representatives of Defendants, the State of West Virginia, and the Assistant Attorney General for the United States each certify that he or she is duly authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind the Party he or she represents to the terms of the Decree.

58. This Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis. Each Defendant agrees to accept service of process by mail with respect to all matters arising under or relating to this Consent Decree and to waive the formal service requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not limited to, service of a summons.

XIX. INTEGRATION

59. This Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Decree and supercedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein. Except for the Complaint filed by the Plaintiffs, no other document, nor any representation, inducement, agreement, understanding, or promise, constitutes any part of this Decree or the settlement it represents, nor shall it be used in construing the terms of this Decree.

60. Each limit and/or other requirement established by or under this Consent Decree is a separate, independent requirement.

XX. FINAL JUDGMENT

61. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment of the Court as to the United States, the State, and 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.

Dated and entered this ___ day of _____, 200__.

_____
UNITED STATES DISTRICT JUDGE
Southern District of West Virginia

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States, *et al.*, v. E.I. Du Pont Nemours & Co., *et al.* (S.D. WV), relating to alleged violations of the Clean Air Act:

FOR PLAINTIFF UNITED STATES OF AMERICA:

JOHN C. CRUDEN
Acting Assistant Attorney General
Environment and Natural Resources Division
United States Department of Justice

Date

March 10, 2009
Date

MARCELLO MOLLO
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
P.O. Box 7611
Washington, DC 20044
Phone: (202) 514-2757
Facsimile: (202) 616-6583
;ov

CHARLES T. MILLER
United States Attorney
Southern District of West Virginia

s/Kelly R. Curry
KELLY R. CURRY
Assistant United States Attorney
WV State Bar No. 7645
Attorney for United States
P.O. Box 1713, Charleston, WV 25326
Phone: 304-345-2200
Facsimile: 304-347-5443
ov

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States, *et al.*, v. E.I. Du Pont Nemours & Co., *et al.* (S.D. WV), relating to alleged violations of the Clean Air Act:

FOR PLAINTIFF EPA REGION III:

MAR 19 2009

WILLIAM T. WISNIEWSKI
Acting Regional Administrator
U.S. EPA Region III
1650 Arch Street
Philadelphia, PA 19103

Date

3/17/09

WILLIAM C. EARLY
Regional Counsel
U.S. EPA Region III
1650 Arch Street
Philadelphia, PA 19103

Date

March 10, 2009

DONNA L. MASTRO
Senior Assistant Regional Counsel
U.S. EPA Region III
1650 Arch Street
Philadelphia, PA 19103

Date

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States, *et al.*, v. E.I. Du Pont Nemours & Co., *et al.* (S.D. WV), relating to alleged violations of the Clean Air Act:

FOR PLAINTIFF THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY:

CATHERINE MCCABE Assistant Administrator for Enforcement and Compliance Assurance United States Environmental Protection Agency	Date

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States, *et al.*, v. E.I. Du Pont Nemours & Co., *et al.* (S.D. WV), relating to alleged violations of the Clean Air Act:

FOR PLAINTIFF STATE OF WEST VIRGINIA:

_____ Date January 12, 2009

JOHN A. BENEDICT
Director
Division of Air Quality
West Virginia Department of Environmental Protection

January 9, 2009
Date

ROLAND T. HUSON, III
Senior Counsel
Office of Legal Services
West Virginia Department of Environmental Protection

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States, *et al.*, v. E.I. Du Pont Nemours & Co., *et al.* (S.D. WV), relating to alleged violations of the Clean Air Act:

FOR DEFENDANT E.I. DU PONT DE NEMOURS & CO.:

GARY W. SPITZER
Vice President & General Manager
DuPont Chemical Solutions Enterprise

MARCH 9, 2009
Date

The following is the name and address of Settling Defendant's agent for service and counsel:

Bernard J. Reilly, Esq.
DuPont Legal D-7082A
1007 Market Street
Wilmington, DE 19898

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States, *et al.*, v. E.I. Du Pont Nemours & Co., *et al.* (S.D. WV), relating to alleged violations of the Clean Air Act:

FOR DEFENDANT LUCITE INTERNATIONAL, INC.:

_____ 1-8-09

MARNEY GILLMORE Date

~~Plant Manager~~ Director of Manufacturing

Lucite International, Inc.
2665 Fite Road
Memphis, TN 38127

The following is the name and address of Settling Defendant's agent for service and counsel:

Lee A. DeHihns, III
Alston & Bird LLP
1201 West Peachtree Street
Atlanta, GA 30309-3424