

the Federal Register, the United States will inform the Court of its views regarding any comments that may be received and, if it believes that entry of the proposed Decree remains warranted, the United States will at that time move the Court for entry of the proposed Decree.

WHEREFORE, the United States respectfully requests that this Court receive the proposed Decree for lodging only, and that it abstain from acting upon the same until the thirty (30) day period (from publication in the Federal Register) for public comment has expired and the United States has moved for entry of the proposed Decree.

Respectfully submitted this March 25, 2014,

ROBERT G. DREHER
Acting Assistant Attorney General
Environment & Natural Resources Division
U.S. Department of Justice

Date: 3/25/2014



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1650 Arch Street
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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the **NOTICE OF LODGING AND REQUEST THAT THE COURT TAKE NO ACTION AT THIS TIME**, was served to the clerk of the Court for filing and uploading to the CM/ECF system on March 25, 2014 which will send notification of such filing to:

/s/ Cara M. Mroczek
CARA M. MROCZEK
Efile_ees.enrd@usdoj.gov

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

<hr/>)
UNITED STATES OF AMERICA)
)
	Plaintiff,)
)
	v.)
)
)
The ESTATE OF)
JACK H. GOODYEAR,)
Marie F. Goodyear and)
Richard W. Baum, as Co-Executors)
of the Estate of Jack H. Goodyear,)
)
	Defendants.)
<hr/>)

Civil Action No.

CONSENT DECREE

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D. In performing response actions at the Site, EPA has incurred response costs and will incur additional response costs in the future.

E. The United States alleges that Settling Defendants, the Estate of Jack H. Goodyear and Marie F. Goodyear and Richard W. Baum, in their capacity as Co-Executors of the Estate, are responsible parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and are jointly and severally liable for response costs incurred and to be incurred at the Site.

F. The United States has reviewed the Financial Information and Insurance Information for the Estate of Jack H. Goodyear submitted by the Settling Defendants to determine whether the Estate of Jack H. Goodyear is financially able to pay response costs incurred and to be incurred at the Site. Based upon this Financial Information and Insurance Information, the United States has determined that the Estate of Jack H. Goodyear has limited financial ability to pay for response costs incurred and to be incurred at the Site.

G. 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, 1345, and 1367 and 42 U.S.C. §§ 9606, 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 entry or 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 in this Consent Decree, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA

shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in any appendix attached hereto, the following definitions shall apply:

- a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *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, this Consent Decree shall control.
- c. The term "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. "Effective Date" shall be the date upon which this Consent Decree is entered by the Court as recorded on the Court docket, or, if the Court instead issues an order approving the Consent Decree, the date such order is recorded on the Court docket.
- f. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.
- g. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.
- h. "Financial Information" shall mean those financial documents identified in Appendix A.
- i. "Insurance Information" shall mean those insurance documents identified in Appendix B.
- j. "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.
- k. "North Penn Area 7 Special Account" shall mean the special account, within the EPA Hazardous Substance Superfund, established for the Site by EPA pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. § 9622(b)(3).

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

m. "Parties" shall mean the United States and the Settling Defendants.

n. "Plaintiff" shall mean the United States.

o. "RCRA" shall mean the Solid Waste Disposal Act, 42 U.S.C. § 6901, *et seq.* (also known as the Resource Conservation and Recovery Act).

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

q. "Settling Defendants" shall mean the Estate of Jack H. Goodyear, and Marie F. Goodyear and Richard W. Baum, in their capacity as Co-Executors of the Estate of Jack H. Goodyear.

r. "Site" shall mean the North Penn Area 7 Superfund Site, encompassing approximately 650 acres, located in Lansdale Borough, North Wales Borough, and Upper Gwynedd Township, Montgomery County, Pennsylvania, and generally shown on the maps included in Appendix C.

s. "United States" shall mean the United States of America and each department, agency, and instrumentality of the United States, including EPA.

t. "Waste Material" shall mean (1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); and (2) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33).

V. STATEMENT OF PURPOSE

4. By entering into this Consent Decree, the mutual objective of the Parties is for Settling Defendants to make a cash payment to the United States to resolve their alleged civil liability for the Site under Section 107 of CERCLA, 42 U.S.C. § 9607, as provided in the Covenant Not to Sue by Plaintiff in Section VIII, and subject to the Reservation of Rights by Plaintiff in Section IX.

VI. PAYMENT OF RESPONSE COSTS

5. Within 30 days after the Effective Date of this Consent Decree, Settling Defendants shall pay to the EPA \$506,718.25.

6. Settling Defendants shall make payments at <https://www.pay.gov> to the U.S. Department of Justice account, in accordance with instructions provided to Settling Defendants by the Financial Litigation Unit ("FLU") of the United States Attorney's Office for the Eastern

District of Pennsylvania after the Effective Date. The payment instructions provided by the FLU shall include a Consolidated Debt Collection System (“CDCS”) number, which shall be used to identify all payments required to be made in accordance with this Consent Decree. The FLU shall provide the payment instructions to:

Richard Baum
Baum, Smith & Clemens, LLP
2128 North Broad Street
Lansdale, PA 19446

Jeffrey K. Landis, Esq.
Bricker, Landis, Hunsberger & Gingrich, LLP
114 East Broad Street
P.O. Box 64769
Souderton, PA 18964

on behalf of Settling Defendants. Settling Defendants may change the individual(s) to receive payment instructions on its behalf by providing written notice of such change in accordance with Section XIV (Notices and Submissions).

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

EPA Regional Docket Clerk (3RC00)
Office of Regional Counsel
U.S. Environmental Protection Agency, Region III
1650 Arch Street
Philadelphia, PA 19103-2029

and

Barbara Borden (3PM30)
Office of the Regional Comptroller
U.S. Environmental Protection Agency, Region III
1650 Arch Street
Philadelphia, PA 19103-2029

In addition, Settling Defendants shall send such notice to the EPA Cincinnati Finance Office by email at acctsreceivable.cinwd@epa.gov, or by mail to:

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

Such notice shall reference EPA Region III and Site/Spill ID Number 03X1, DOJ Case Number 90-11-2-09224, and the CDCS Number.

8. The total amount to be paid pursuant to Paragraph 5 shall be deposited by EPA in the North Penn Area 7 Site Special Account to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

VII. FAILURE TO COMPLY WITH CONSENT DECREE

9. Interest on Late Payments. If Settling Defendants fail to make the payment required by Paragraph 5 by the required due date, Interest shall continue to accrue on the unpaid balance through the date of payment.

10. Stipulated Penalties.

a. If any amount due under Paragraph 5 is 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 9, \$1,000.00 per violation per day that such payment is late.

b. If Settling Defendants do not comply with any requirement of this Consent Decree other than the payment obligation in Paragraph 5, Settling Defendants shall be in violation of this Consent Decree and shall pay to EPA a stipulated penalty in the following amount per violation per day of such noncompliance.

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

c. 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 official bank check made payable to “EPA Hazardous Substance Superfund.” The check, or a letter accompanying the check, shall reference the name and address of the party making payment, the Site name (North Penn Area 7 Superfund Site), EPA Region III and Site/Spill ID Number 03X1, DOJ Case Number 90-11-2-09224, and the CDCS Number. Settling Defendants shall send the check (and any accompanying letter) to:

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

d. At the time of each payment, Settling Defendants shall send notice that payment has been made to EPA and DOJ in accordance Section XIV (Notices and Submissions), and to:

EPA Regional Docket Clerk (3RC00)
Office of Regional Counsel
U.S. Environmental Protection Agency, Region III
1650 Arch Street
Philadelphia, PA 19103-2029

and

Barbara Borden (3PM30)
Office of the Regional Comptroller
U.S. Environmental Protection Agency, Region III
1650 Arch Street
Philadelphia, PA 19103-2029

In addition, Settling Defendants shall send such notice to the EPA Cincinnati Finance Office by email at acctreceivable.cinwd@epa.gov, or by mail to:

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

Such notice shall reference EPA Region III and Site/Spill ID Number 03X1, DOJ Case Number 90-11-2-09224, and the CDCS Number.

e. Penalties shall accrue as provided in Paragraph 10 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 or performance is due or the day a violation occurs, and shall continue to accrue through the date of payment or the final day of correction of the noncompliance or completion of the activity. Nothing in this Consent Decree shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

11. 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.

12. 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.

13. Notwithstanding any other provision of Section VII, 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 VI (Payment of Response Costs) or from performance of any other requirements of this Consent Decree.

VIII. COVENANT NOT TO SUE BY PLAINTIFF

14. Covenant Not to Sue by United States. Except as specifically provided in Paragraph 15, the United States covenants not to sue or to take administrative action against Settling Defendants pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), with regard to the Site. With respect to present and future liability, this covenant shall take effect upon receipt by EPA of all amounts required by Paragraph 5 and any Interest or stipulated penalties due thereon under Section VII (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 is also conditioned upon the veracity and completeness of the Financial Information and the Insurance Information provided to EPA by Settling Defendants and the financial, insurance, and indemnity certification made by Settling Defendants in Paragraph 26. If the Financial Information or the Insurance Information provided by Settling Defendants, or the financial, insurance, or indemnity certification made by Settling Defendants in Paragraph 26, is subsequently determined by EPA to be false or, in any material respect, inaccurate, Settling Defendants shall forfeit all payments made pursuant to this Consent Decree and this covenant not to sue and the contribution protection in Paragraph 21 shall be null and void. Such forfeiture shall not constitute liquidated damages and shall not in any way foreclose the United States' right to pursue any other causes of action arising from Settling Defendants' false or materially inaccurate information. This covenant not to sue extends only to Settling Defendants and does not extend to any other person.

IX. RESERVATION OF RIGHTS BY PLAINTIFF

15. Reservation of Rights by United States. 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 United States 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. criminal liability;
- c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;

d. liability based on the ownership or operation of the Site by Settling Defendants when such ownership or operation commences after signature of this Consent Decree;

e. liability based on Settling Defendants' transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal of a Waste Material at or in connection with the Site, after signature of this Consent Decree; and

f. liability arising from the past, present, or future disposal, release or threat of release of a Waste Material outside of the Site.

16. Notwithstanding any other provision of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to reinstitute or reopen this action, or to commence a new action seeking relief other than as provided in this Consent Decree, if the Financial Information or the Insurance Information provided by Settling Defendants, or the financial, insurance, or indemnity certification made by Settling Defendants in Paragraph 26, is false or, in any material respect, inaccurate.

X. COVENANT NOT TO SUE BY SETTLING DEFENDANTS

17. 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 the Site and this Consent Decree, including but not limited to:

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

b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Pennsylvania Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

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

Except as provided in Paragraph 19 (claims against other potentially responsible parties) and Paragraph 23 (*res judicata* and other defenses), these covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to any of the reservations set forth in Section IX (Reservation of Rights by Plaintiff), other than in Paragraph 15.a. (claims for failure to meet a requirement of the Consent Decree) or 15.b. (criminal liability), but only to the extent that Settling Defendants' claims arise from the same response action or response costs that the United States is seeking pursuant to the applicable reservation.

18. 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).

19. Settling Defendants agree not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under Sections 107(a) and 113 of CERCLA) that they may have for all matters relating to the Site against any other person who is a potentially responsible party under CERCLA at the Site. This waiver shall not apply with respect to any defense, claim, or cause of action that Settling Defendants may have against any person if such person asserts a claim or cause of action relating to the Site against Settling Defendants.

XI. EFFECT OF SETTLEMENT/CONTRIBUTION

20. Except as provided in Paragraph 19 (claims against other potentially responsible parties), 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 19 (claims against other potentially responsible parties), each of the Parties expressly reserves any and all rights (including, but not limited to, under Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action which it may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Consent Decree diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2) and (3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

21. The Parties agree, and by entering this Consent Decree this Court finds, that this settlement constitutes a judicially-approved settlement for purposes of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and that Settling Defendants are entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, or as may be otherwise provided by law, for “matters addressed” in this Consent Decree. The “matters addressed” in this Consent Decree are all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with the Site, by the United States or any other person except for the Commonwealth of Pennsylvania; provided, however, that if the United States exercises rights under the reservations in Section IX (Reservation of Rights by Plaintiff), other than in Paragraphs 15.a (claims for failure to meet a requirement of the Consent Decree) or 15.b (criminal liability), the “matters addressed” in this Consent Decree will no longer include those response costs or response actions that are within the scope of the exercised reservation.

22. Settling Defendants shall, with respect to any suit or claim brought by them for matters related to this Consent Decree, notify EPA and DOJ in writing no later than 60 days prior to the initiation of such suit or claim. Settling Defendants also shall, with respect to any suit or claim brought against them for matters related to this Consent Decree, notify EPA and DOJ in writing within 10 days of service of the complaint or claim upon them. In addition, Settling

Defendants 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 VIII.

XII. ACCESS TO INFORMATION

24. Settling Defendants shall provide to EPA, upon request, copies of all records, reports, or information (including records, reports, documents and other information in electronic form) (hereinafter referred to as "Records") within their possession or control or that of their contractors or agents relating to activities at the Site or to the implementation of this Consent Decree, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Site.

25. Confidential Business Information and Privileged Documents.

a. Settling Defendants may assert business confidentiality claims covering part or all of the Records submitted to Plaintiff under this Consent Decree to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Records determined to be confidential by EPA will be accorded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies Records when they are submitted to EPA, or if EPA has notified Settling Defendants that the Records are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2, Subpart B, the public may be given access to such Records without further notice to Settling Defendants.

b. 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 in lieu of providing Records, they shall provide Plaintiff with the following: (i) the title of the Record; (ii) the date of the Record; (iii) the name, title, affiliation (e.g., company or firm), and address of the author of the Record; (iv) the name and title of each addressee and recipient; (v) a description of the subject of the Record; and (vi) the privilege asserted. If a claim of privilege applies only to a portion of a Record, the Record shall be provided to the United States in redacted form to mask the privileged portion 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 Settling Defendants' favor. However, no Records created or generated pursuant to the requirements of this or any other settlement with EPA pertaining to the Site shall be withheld from the United States on the grounds that they are privileged or confidential.

c. No claim of confidentiality or privilege shall be made with respect to any data, including but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other records evidencing conditions at or around the Site.

XIII. CERTIFICATION

26. Each Settling Defendant certifies that, to the best of his/her knowledge and belief, after thorough inquiry, he/she has:

a. not altered, mutilated, discarded, destroyed or otherwise disposed of any records, reports, or information (other than identical copies) relating to his/her potential liability regarding the Site since the earlier of notification of potential liability by the United States or the filing of suit against him/her regarding the Site, and that he/she has fully complied with any and all EPA requests for information regarding the Site and the financial circumstances of the Estate of Jack H. Goodyear, including but not limited to insurance and indemnity 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. § 6927; and

b. submitted to EPA financial information that fairly, accurately, and materially sets forth the financial circumstances of the Estate of Jack H. Goodyear, and that those circumstances have not materially changed between the time the financial information was submitted to EPA and the time Settling Defendants execute this Consent Decree; and

c. fully disclosed any information regarding the existence of any insurance policies or indemnity agreements that may cover claims relating to cleanup of the Site, and submitted to EPA upon request such insurance policies, indemnity agreements, and information.

XIV. 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 in this Section 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 DOJ:

W. Benjamin Fisherow
Chief, Environmental Enforcement Section
Environment and Natural Resources Division

U.S. Department of Justice (DJ #90-11-2-09224)
P.O. Box 7611
Washington, D.C. 20044-7611

As to EPA:

Gwen Pospisil (3RC41)
Office of Regional Counsel
U.S. Environmental Protection Agency
1650 Arch Street
Philadelphia, PA 19103-2029

As to Settling Defendants:

Richard Baum
Baum, Smith & Clemens, LLP
2128 North Broad Street
Lansdale, PA 19446

Jeffrey K. Landis, Esq.
Bricker, Landis, Hunsberger & Gingrich, LLP
114 East Broad Street
P.O. Box 64769
Souderton, PA 18964

XV. 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.

XVI. INTEGRATION/APPENDICES

29. This Consent Decree and its appendices constitute the final, complete and exclusive agreement and understanding between 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 - List of the financial documents submitted to EPA by Settling Defendants
Appendix B - List of the insurance documents submitted to EPA by Settling Defendants
Appendix C - Maps of the Site

XVII. 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 Consent Decree is voidable at the sole discretion of any Party and the terms of the Consent Decree may not be used as evidence in any litigation between the Parties.

XVIII. SIGNATORIES/SERVICE

32. Each undersigned representative of the Settling Defendants and the Deputy Chief, Environmental Enforcement Section, 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 Defendants agree 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 his/her behalf with respect to all matters arising under or relating to this Consent Decree. Settling Defendants 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.

XIX. FINAL JUDGMENT

35. Upon entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment between and among the United States and 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 _____, 2____.

United States District Judge

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. the Estate of Jack H. Goodyear, Marie F. Goodyear and Richard W. Baum, as Co-Executors of the Estate of Jack H. Goodyear, Civil Action Number [], relating to the North Penn Area 7 Superfund Site.

FOR THE UNITED STATES OF AMERICA

Date: 3/20/14



ROBERT G. DREHER
Acting Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611

Date: 3/25/14



CARA M. MROCZEK
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
(202) 514-1447
Cara.mroczek@usdoj.gov

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. the Estate of Jack H. Goodyear, Marie F. Goodyear and Richard W. Baum as Co-Executors of the Estate of Jack H. Goodyear, Civil Action Number [], relating to the North Penn Area 7 Superfund Site.

DEFENDANT MARIE F. GOODYEAR, AS CO-EXECUTOR OF THE ESTATE OF JACK H. GOODYEAR

Date: 2/28/14


MARIE F. GOODYEAR, CO-EXECUTOR
284 Ridgeview Estates
Harleysville, PA 19438

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

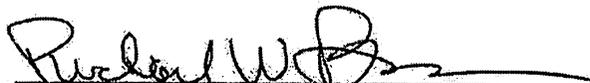
Name:

Title:

Address:

DEFENDANT RICHARD W. BAUM, AS CO-EXECUTOR OF THE ESTATE OF JACK H. GOODYEAR

Date: 2/28/14


RICHARD W. BAUM, CO-EXECUTOR
618 Welcome House Road
Perkasie, PA 18944

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

Name:

Title:

Address:

APPENDIX A

**CERCLA §104(e) Requests by EPA for Financial Information
and Financial Documents Submitted by the Settling Defendants**

1. Joint U.S. Individual Income Tax returns (Form 1040) for the years 1999 through 2001, inclusive, and 2003 through 2005, inclusive, for Jack H. Goodyear and Marie F. Goodyear.
2. CERCLA § 104(e) Information Request Letter dated November 30, 2004, from Joan Armstrong, EPA Region III, to Richard S. Watt, Esq., Kerns, Pearlstine, Onorato & Fath, LLP, requesting financial information relating to Jack H. Goodyear.
3. Letter dated May 21, 2005, from Richard S. Watt, Esq., Kerns, Pearlstine, Onorato & Fath, LLP, to Thomas Cinti, EPA Region III, in response to EPA's CERCLA §104(e) Information Request Letter dated November 30, 2004, with the following enclosure:
 - a. Letter dated May 17, 2005, from Richard W. Baum, CPA, Baum, Smith & Clemens, LLP, to Richard S. Watt, Esq., with an enclosed list of (1) assets titled in Jack H. Goodyear's name only, as of December 31, 2004; and (2) assets titled in Jack & Marie Goodyear's names jointly, as of December 31, 2004.
4. CERCLA § 104(e) Information Request Letter dated February 27, 2006, from Laura B. Janson, Chief, Cost Recovery Branch, EPA Region III, to Richard S. Watt, Esq., Kerns, Pearlstine, Onorato & Fath, LLP, requesting financial information relating to Jack H. Goodyear.
5. Letter dated May 30, 2006, from Richard S. Watt, Esq., Kerns, Pearlstine, Onorato & Hladik, LLP, to Laura B. Janson, Chief, Cost Recovery Branch, EPA Region III, in response to EPA's CERCLA §104(e) Information Request Letter dated February 27, 2006, with the following enclosure:
 - a. Answers of Jack H. Goodyear to Request for Information.
6. Letter dated September 11, 2008, from Thomas A. Landis, Esq., to Cara Mroczek, Esq., Environmental Enforcement Section, U.S. Department of Justice, with the following enclosure:
 - a. Inventory of the Estate of Jack H. Goodyear, Filed with the Register of Wills of Montgomery County, Pennsylvania, File Number 46-2006-3463.
7. Letter dated June 12, 2009, from Thomas A. Landis, Esq., to Cara Mroczek, Environmental Enforcement Section, U.S. Department of Justice, with the following enclosures:
 - a. Estate of Jack H. Goodyear Summary of Asset and Expense Statement as of

November 10, 2008;

- b. Letter dated November 21, 2008, from Donna M. Fox, BSC Financial Services Co., to Richard W. Baum, Baum Smith & Clemens, LLP;
 - c. Inventory of the Estate of Jack H. Goodyear, Filed with the Register of Wills of Montgomery County, Pennsylvania, File Number 46-2006-3463, with Schedule C - Disbursements of Principal; and
 - d. Peter Becker Retirement Community, Rates for Personal Care and Nursing Care.
8. Letter dated July 9, 2010, from Thomas Landis, Esq., to Cara Mroczek, Esq., Environmental Enforcement Section, U.S. Department of Justice, with the following enclosures:
- a. Lease for Suburban Property, dated April 25, 2006, between Jack H. Goodyear, Landlord, and Couzins, Inc., Tenant, with attached Addendum to Lease, dated April 25, 2006; and
 - b. Letter dated June 17, 2010, from Matthew L. Messa, State Certified Broker Appraiser, Gerald Snyder & Associates, Inc., to Mr. Tom Landis, Esq., with attached Summary Report, Limited Appraisal for Industrial Building Located at 177 Wissahickon Avenue, Upper Gwynedd Township, Montgomery County, PA, Parcel No. 56-00-09940-00-3.
9. Electronic Mail communication dated January 7, 2013, from Robert Fox, Esq., Manko, Gold, Katcher & Fox, LLP, to Cara Mroczek, Esq., Environmental Enforcement Section, Environment and Natural Resources Division, U.S. Department of Justice, with the following attachment: Jack H. Goodyear Estate, Statement of Assets, December 31, 2012.

APPENDIX B

CERCLA § 104(e) Requests by EPA for Insurance Information
and Insurance Documents Submitted to EPA by Settling Defendants

1. CERCLA § 104(e) Information Request Letter dated May 9, 2008, from Laura Janson, Chief, EPA Region III Cost Recovery Branch, Hazardous Site Cleanup Division, to Marie F. Goodyear and Richard W. Baum, Co-Executors of the Estate of Jack H. Goodyear, requesting information concerning any insurance policies relating to the property located at 177 Wissahickon Ave., North Wales, PA, which is owned by the Estate of Jack H. Goodyear, and/or insurance policies relating to Jack H. Goodyear's and/or Spra-Fin, Inc.'s business operations, and/or insurance policies issued to Jack H. Goodyear and/or the Estate of Jack H. Goodyear.
2. Letter dated June 19, 2008, from Thomas A. Landis, Esq., counsel to the Estate of Jack H. Goodyear, to Harry Steinmetz, Investigator, EPA Region III Cost Recovery Branch, Hazardous Site Cleanup Division, in response to EPA's CERCLA § 104(e) Information Request Letter dated May 9, 2008, with the following enclosures:
 - a. Response to Questions Posed in Information Request Letter of May 9, 2008;
 - b. Aetna Life & Casualty, Master Insurance Policy, General Declarations, The Aetna Casualty and Surety Company Policy No. 044 ACM 25541812, Policy Period from 7/15/96 to 7/15/97, issued to Spra-Fin, Inc., the Named Insured. Also enclosed were various attachments, including the Commercial Property Coverage Part Declarations, Renewal Notice, Endorsements, Commercial Property Conditions, Common Policy Conditions, Building and Personal Property Coverage Form, and Business Income (and Extra Expense) Coverage Form (pages 2, 4, 6, and 8 only);
 - c. Certificate of Liability Insurance issued by Robert McIntyre Insurance, Inc. to Couzins, Inc., as the Insured, Policy Period from 10/22/06 to 10/22/07, with Century Surety Company and American States Insurance Co. as the Insurers Affording Coverage, and Kerns Pearlstine Onorato as the Certificate Holder;
 - d. Certificate of Liability Insurance issued by Robert McIntyre Insurance, Inc. to Couzins, Inc., as the Insured, Policy Period from 10/22/05 to 10/22/06, with Century Surety Company and American States Insurance Co. as the Insurers Affording Coverage, and Mr. Jack Goodyear as the Certificate Holder;
 - e. Certificate of Insurance issued by Christi Insurance Group to Spra-Fin, Inc., as the Insured, Policy Period from 3/30/93 to 3/30/94, with American Reliance Insurance Co. as the Insurer Affording Coverage, and Jack H. Goodyear as the Certificate Holder;
 - f. Certificate of Insurance issued by Christi Insurance Group to Spra-Fin, Inc., as the Insured, Policy Period from 3/30/92 to 3/30/93, with American Reliance Insurance Co. as the Insurer Affording Coverage, and Jack H. Goodyear as the

Certificate Holder;

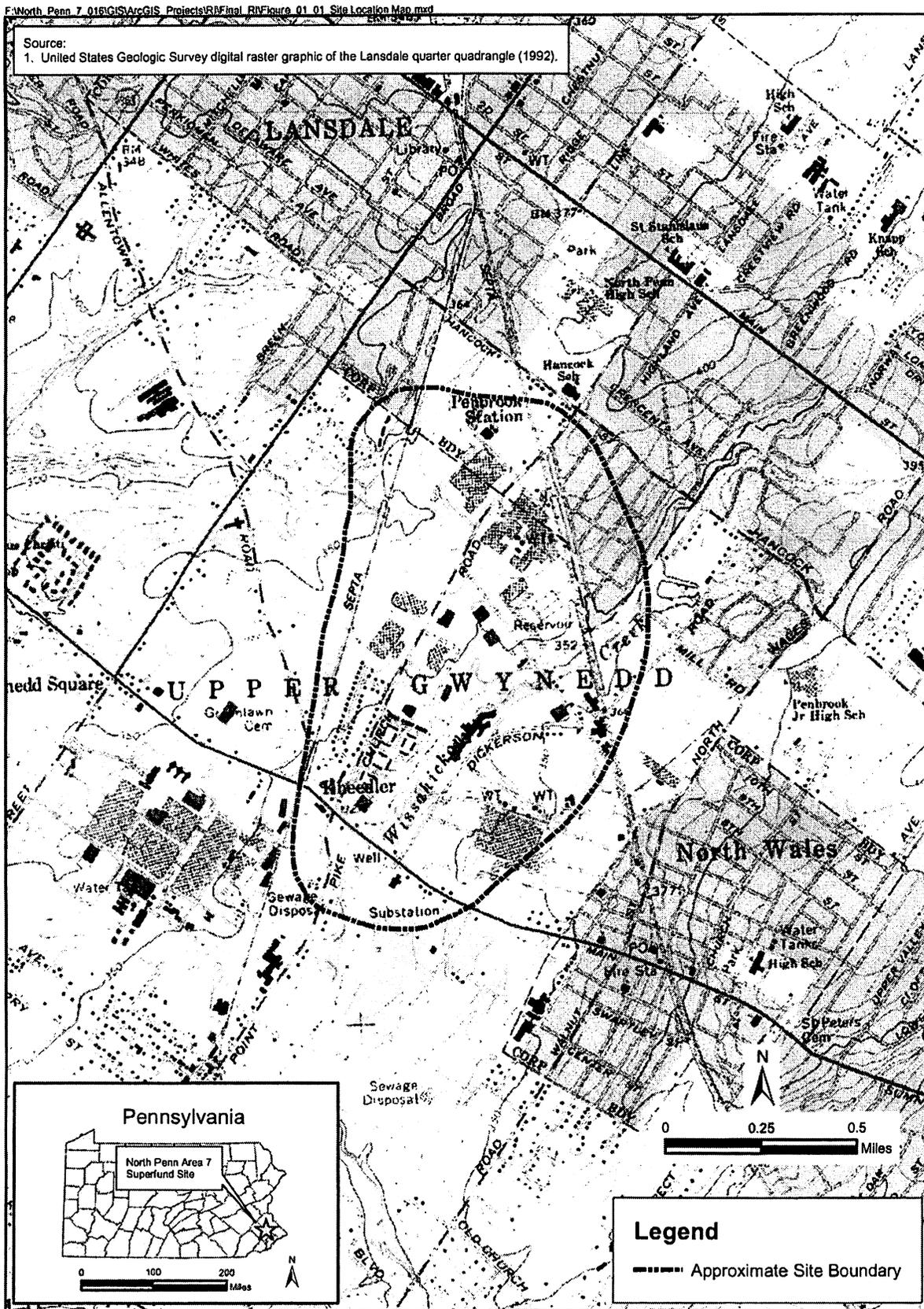
- g. Certificate of Insurance issued by Christi Insurance Group to Spra-Fin, Inc., as the Insured, Policy Period from 3/30/91 to 3/30/92, with American Reliance Insurance Co. as the Insurer Affording Coverage, and Jack H. Goodyear as the Certificate Holder;
 - h. Certificate of Insurance issued by Christi Insurance Group to Spra-Fin, Inc., as the Insured, Policy Period from 7/15/88 to 7/15/89, with CNA Insurance Co. as the Insurer Affording Coverage, and Jack H. Goodyear as the Certificate Holder;
 - i. Letter dated August 9, 1995, from Gregory F. Lepore, Holl and Associates, to Mark M. Lipowicz, Esquire, Duane, Morris & Hecksher, re: The Ohio Casualty Insurance Company v. Spra-Fin, Inc. et al., with enclosures concerning policies held by Spra-Fin, Inc. prior to 1972;
 - j. Letter dated September 21, 1994, from Paul E. Welliver, CPCU, Vice President, Claims, Lititz Mutual Insurance Company, to John E. Landis, Esquire, of Landis, Kerns and Associates, re: Personal Umbrella Policy (PUP) No. 01 08 01 of Jack H. Goodyear (Insured), with the following enclosure:
 - (1) Letter dated July 19, 1994, from John E. Landis, of Landis, Kerns and Associates, to Lititz Mutual Insurance Company;
 - k. Letter dated September 5, 1997, from John E. Landis, of Landis, Kerns and Onorato, to Jack Goodyear;
 - l. Letter (undated) from Jack H. Goodyear to Gregory F. Lepore, Esquire, and John E. Landis, Esquire, re: Spra-Fin – Goodyear Corestates Bank Escrow Account;
 - m. Letter/Memorandum, dated October 1, 1997, from George H. Chittenden, Spra-Fin, Inc., to John Landis, Esquire, and Greg Lapore (sic), Esquire, Escrow Agents for funds received from Spra-Fin building fire loss, with a note to Mr. Chittenden from Mr. Landis typed at the bottom of the page;
 - n. Letter dated February 13, 1997, from Ira L. Straff, Insurance Adjustment Bureau, Inc., to Travelers/Aetna Insurance Cos., re: Spra-Fin Inc. and Jack Goodyear, 177 Wissahickon Ave. North Wales, PA, Fire Loss on 1/13/97, Aetna Casualty & Surety Company Policy No. 044 FP 25541812 TCA; and
 - o. Letter dated February 11, 1997, from Ira L. Straff, Insurance Adjustment Bureau, Inc., to Gregory F. Lepore, Esquire, Holl & Associates, P.C. and John E. Landis, Esquire, Landis, Kerns and Onorato, re: Spra-Fin Inc. and Jack Goodyear, 177 Wissahickon Ave. North Wales, PA, Fire Loss on 1/13/97.
3. CERCLA § 104(e) Information Request Letter dated October 29, 2010, from Joanne

Marinelli, Chief, EPA Region III Cost Recovery Branch, Hazardous Site Cleanup Division, to Michael L. Browne, President and CEO, Harleysville Mutual Insurance Company, requesting information concerning any insurance policies issued to Jack H. Goodyear and/or a business entity named Spra-Fin, Inc., which operated on property located at 177 Wissahickon Ave., North Wales, PA, which is owned by the Estate of Jack H. Goodyear.

4. CERCLA § 104(e) Information Request Letter dated October 29, 2010, from Joanne Marinelli, Chief, EPA Region III Cost Recovery Branch, Hazardous Site Cleanup Division, to Mike Winner, President and CEO, Ohio Casualty Insurance Company, requesting information concerning any insurance policies issued to Jack H. Goodyear and/or a business entity named Spra-Fin, Inc., which operated on property located at 177 Wissahickon Ave., North Wales, PA, which is owned by the Estate of Jack H. Goodyear.
5. Letter dated December 2, 2010, from Thomas M. Levins, Litigation Manager, Harleysville Insurance, to Benjamin M. Joseph, EPA Region III Cost Recovery Branch, in response to the EPA CERCLA § 104(e) Information Request Letter dated October 29, 2010.
6. Letter dated December 17, 2010, from Lynn Moretti, Esq., Senior Corporate Counsel, Ohio Casualty Insurance Company, to Benjamin M. Joseph, EPA Region III Cost Recovery Branch, in response to the EPA CERCLA § 104(e) Information Request Letter dated October 29, 2010, with the following enclosures:
 - a. Certificate of Insurance for General Liability Policy No. GL 1 60 38 30, issued by The Ohio Casualty Insurance Co. to Spra-Fin, Inc. and/or Spra-Matic, Inc., as the Named Insured, Policy Period from 7/1/77 to 7/1/80;
 - b. Certificate of Insurance for General Liability Policy No. GLO 1 83 58 18, issued by The Ohio Casualty Insurance Co. to Spra-Fin, Inc., as the Named Insured, Policy Period from 7/1/80 to 7/1/81;
 - c. Certificate of Insurance for General Liability Policy No. GLO 1 90 95 05, issued by The Ohio Casualty Insurance Co. to Spra-Fin, Inc., as the Named Insured, Policy Period from 7/1/81 to 7/1/82;
 - d. Certificate of Insurance for Commercial Umbrella Liability Policy No. LXC 50 82 02, issued by The Ohio Casualty Insurance Co. to Spra-Fin, Inc. and/or Spra-[M]atic, Inc. and Jack H. Goodyear, Individually, as the Named Insured, Policy Period from 7/1/77 to 7/1/80;
 - e. Certificate of Insurance for Commercial Umbrella Liability Policy No. LXC 51 79 51, issued by The Ohio Casualty Insurance Co. to Spra-Fin, Inc. and Jack H. Goodyear, as the Named Insured, Policy Period from 7/1/80 to 7/1/83; and
 - f. Copy of Decision from WestLaw in *The Ohio Casualty Insurance Co., v. Spra-*

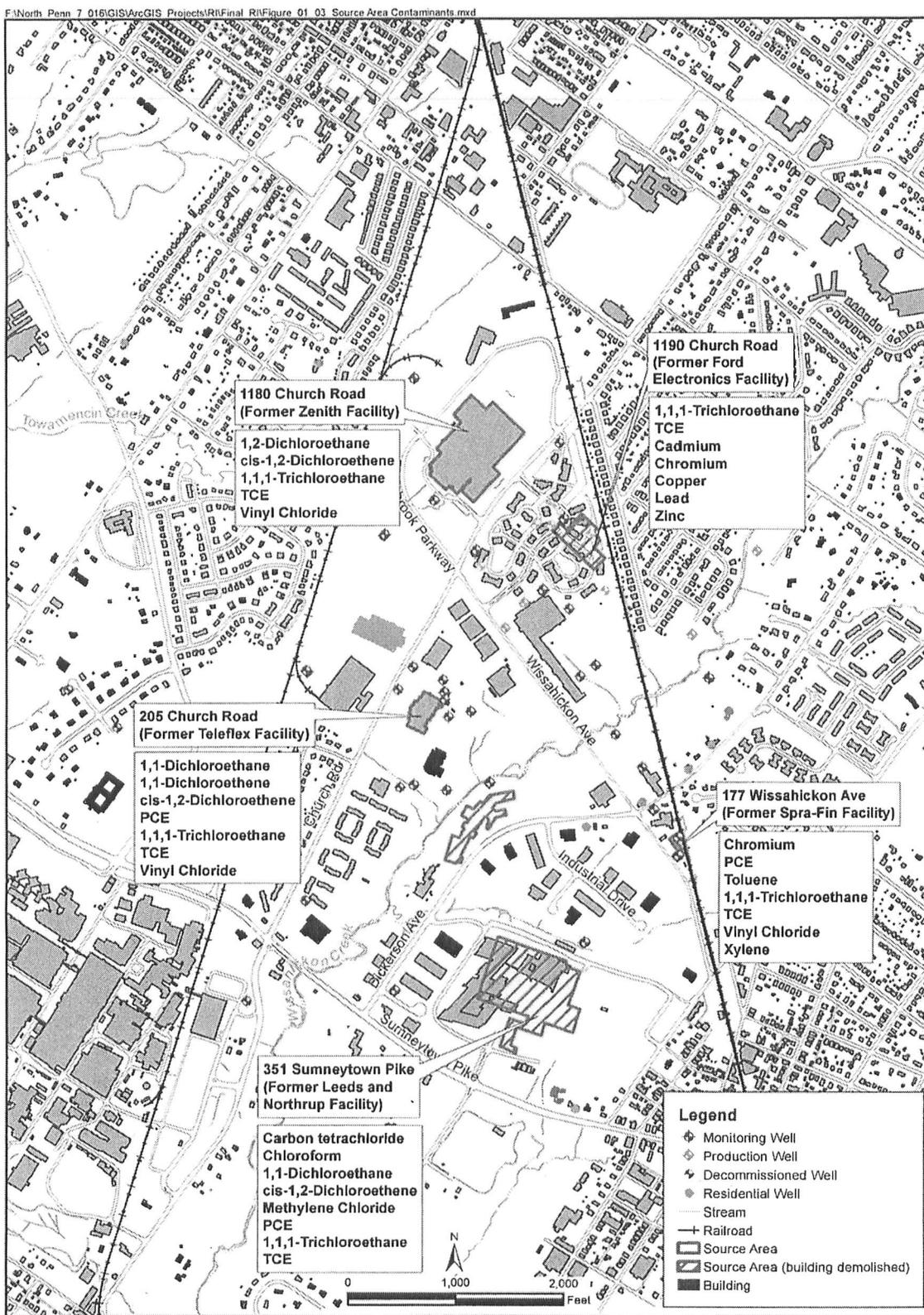
Fin, Inc., 1996 WL 4118 (E.D. Pa.) (No. CIV. A. 94-7407).

APPENDIX C



North Penn Area 7 OU3 Superfund Site
North Wales, Pennsylvania

Figure 1-1
Site Location Map



North Penn Area 7 OU3 Superfund Site
 North Wales, Pennsylvania

Figure 1-3
 Source Area Contaminants