REFERENCES

The following list, although not comprehensive, comprises many of the regulations and guidance documents that apply to the RD/RA process.

1. "National Oil and Hazardous Substances Pollution Contingency Plan, Final Rule", Federal Register 40 CFR Part 300, March 8, 1990.

2. "Superfund Remedial Design and Remedial Action Guidance," U.S. EPA, Office of Emergency and Remedial Response, June 1986, OSWER Directive No. 9355.0-4A.

3. " Guidance on EPA Oversight of Remedial Designs and Remedial Actions Performed by Potentially Responsible Parties," U.S. EPA, Office of Emergency and Remedial Response, April, 1990, OSWER Directive No. 9355.5-01.

4. "Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA, Interim Final," U.S. EPA, Office of Emergency and Remedial Response, October 1988, OSWER Directive No. 355.3-01.

5. "A Compendium of Superfund Field Operations Methods," Two Volumes, U.S. EPA, Office of Emergency and Remedial Response, EPA/540/P-87/001a, August 1987, OSWER Directive No. 9355.0-14.

6. "EPA NEIC Policies and Procedures Manual," EPA-330/9-78-001-R, May 1978, revised November 1984.

7. "Data Quality Objectives for Remedial Response Activities," U.S. EPA, Office of Emergency and Remedial Response and Office of Waste Programs Enforcement, EPA/540/G-87/003, March 1987, OSWER Directive No. 9335.0-7B.

8. "Guidelines and Specifications for Preparing Quality Assurance Project Plans," U.S. EPA, Office of Research and Development, Cincinnati, OH, QAMS-004/80, December 29, 1980.

9. "Interim Guidelines and Specifications for Preparing Quality Assurance Project Plans," U.S. EPA, Office of Emergency and Remedial Response, QAMS-005/80, December 1980.

10. "Users Guide to the EPA Contract Laboratory Program," U.S. EPA, Sample Management Office, August 1982.

11. "Environmental Compliance Branch Standard Operating Procedures and Quality Assurance Manual," U.S. EPA Region IV, Environmental Services Division, February 1, 1991, (revised periodically).

12. "USEPA Contract Laboratory Program Statement of Work for Organics Analysis," U.S. EPA, Office of Emergency and Remedial Response, February 1988.

13. "USEPA Contract Laboratory Program Statement of Work for Inorganics Analysis," U.S. EPA, Office of Emergency and Remedial Response, July 1988.

14. "Quality in the Constructed Project: A Guideline for Owners, Designers, and Constructors, Volume 1, Preliminary Edition for Trial Use and Comment," American Society of Civil Engineers, May 1988.

15. "Interim Guidance on Compliance with Applicable or Relevant and Appropriate Requirements," U.S. EPA, Office of Emergency and Remedial Response, July 9, 1987, OSWER Directive No. 9234.0-05.

16. "CERCLA Compliance with Other Laws Manual," Two Volumes, U.S. EPA, Office of Emergency and Remedial Response, August 1988 (Draft), OSWER Directive No. 9234.1-01 and -02.

17. "Guidance on Remedial Actions for Contaminated Ground Water at Superfund Sites," U.S. EPA, Office of Emergency and Remedial Response, (Draft), OSWER Directive No. 9283.1-2.

18. "Guide for Conducting Treatability Studies Under CERCLA," U.S. EPA, Office of Emergency and Remedial Response, Pre-publication Version.

19. "Health and Safety Requirements of Employees Employed in Field Activities," U.S. EPA, Office of Emergency and Remedial Response, July 12, 1981, EPA Order No. 1440.2.

20. "Standard Operating Safety Guides," U.S. EPA, Office of Emergency and Remedial Response, November 1984.

21. "Standards for General Industry," 29 CFR Part 1910, Occupational Health and Safety Administration.

22. "Standards for the Construction Industry," 29 CFR 1926, Occupational Health and Safety Administration.

23. "NIOSH Manual of Analytical Methods," 2d Edition. Volumes I - VII, or the 3rd Edition, Volumes I and II, National Institute of Occupational Safety and Health.

24. "Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities," National Institute of Occupational Safety and Health/Occupational Health and Safety Administration/United States Coast Guard/ Environmental Protection Agency, October 1985.

25. "TLVs - Threshold Limit Values and Biological Exposure Indices for 1987 - 88," American Conference of Governmental Industrial Hygienists.

26. "American National Standards Practices for Respiratory Protection," American National Standards Institute Z88.2-1980, March 11, 1981.

27. R.G. Cockrell, "Selection of a Method for Disposing of Grout Made with Trench Leachate at the Maxey Flats Disposal Site", prepared for the Maxey Flats Steering Committee and submitted to EPA Region IV, Reference No. TC-828, June 30, 1992.

28. R.G. Cockrell, "Conceptual Design of the Initial Closure Cap for the Maxey Flats Disposal Site", prepared for the Maxey Flats Steering Committee and submitted to EPA Region IV, Reference No. TC-855, October 1992.

29. R.G. Cockrell, "Guidelines for Trench Dewatering at the Maxey Flats Disposal Site", prepared for the Maxey Flats Steering Committee and submitted to EPA Region IV, Reference No. TC-871, September 1993.

SUMMARY OF THE MAJOR DELIVERABLES FOR THE REMEDIAL DESIGN AND REMEDIAL ACTION AT THE MAXEY FLATS DISPOSAL SUPERFUND SITE

DELIVERABLE	EPA RESPONSE
TASK 1 PROJECT PLANNING	
Initial Remedial Phase Monitoring and Maintenance Plan	Review and Approve
Recommendations for additional data needs and refinement of RD/RA tasks	Review and Approve
TASK II IRP REMEDIAL DESIGN	
Initial Remedial Phase (IRP) RD Work Plan	Review and Approve
- IRP Sampling and Analysis Plan	Review and Approve
- IRP Health and Safety Plan	Review and Approve
- IRP Quality Assurance Project Plan	Review and Approve
IRP Preliminary Remedial Design Report	Review and Comment
IRP Prefinal and Final Remedial Design Reports	Review and Approve
TASK III IRP REMEDIAL ACTION	
IRP RA Work Plan	Review and Approve
- IRP Construction Health and Safety Plan/Contingency Plan	Review and Approve
- IRP Construction Quality Assurance Plan	Review and Approve
- IRP Construction Management Plan	Review and Approve
IRP Prefinal Construction Inspection Report	Review and Approve
IRP Final Construction	

Inspection Report	Review and Approve
IRP Remedial Action Report	Review and Approve
<u>TASK IV INTERIM MAINTENANCE PERIOD, FINAL CLOSURE PERIOD, AND ASSOCIATED REMEDIAL ACTIVITIES</u>	
Interim Maintenance Period (IMP) Work Plan (7)	Review and Approve
- IMP Sampling and Analysis Plan	Review and Approve
- IMP Quality Assurance Plan	Review and Approve
- IMP Health and Safety Plan	Review and Comment
Final Closure Period (FCP) Work Plan	Review and Approve
- FCP Sampling and Analysis Plan	Review and Approve
- FCP Health and Safety Plan	Review and Comment
- FCP Quality Assurance Project Plan	Review and Approve
FCP Preliminary Remedial Design Report	Review and Approve
FCP Prefinal and Final Remedial Design Reports	Review and Approve
FCP RA Work Plan	Review and Approve
- FCP Construction Health and Safety Plan/Contingency Plan	Review and Comment
- FCP Construction Management Plan	Review and Approve
- FCP Construction Quality Assurance Plan	Review and Approve
FCP Prefinal Construction Inspection Report	Review and Approve
FCP Final Construction Inspection Report	Review and Approve
BoRP Remedial Action Report	Review and Approve
Institutional Control Work Plan	Review and Approve

Institutional Control Operations and Maintenance Manual	Review and Approve
Post-Institutional Control Work Plan	Review and Approve
Post-Institutional Control Operations and Maintenance Manual	Review and Approve

TASK V PERFORMANCE MONITORING

Performance Standards Verification Plan	Review and Approve

NOTE: Unless specifically authorized by EPA, seven copies of each of the specified deliverables shall be submitted to EPA by Settling Defendants, one copy shall be unbound, the remainder shall be bound. Work Plan companion deliverables (i.e., HASP, QAPP, SAP, etc.) may be submitted either as appendices to the Work Plan or under separate cover .

SETTLEMENT AGREEMENT BETWEEN THE FEDERAL AGENCIES AND THE SETTLING PRIVATE PARTIES

A. This Settlement Agreement ("Agreement" or "Settlement Agreement") is made between the Settling Private Parties ("Settling Private Parties") and the Federal Agencies listed on Attachment 1 ("Federal Agencies"), respecting the initial remedial phase to be taken at the Maxey Flats Disposal Site ("Site"), Fleming County, Kentucky and the allocation of their respective liabilities for obligations imposed or reserved under the Consent Decree entered for the Site.

B. A low level radioactive waste disposal site, the Maxey Flats Disposal Site, is owned by the Commonwealth of Kentucky and was operated from 1963 until the present by the Commonwealth of Kentucky through its contractors.

C. The United States Environmental Protection Agency ("EPA") has alleged that there is a release or threatened release of a hazardous substance at the Site and has notified all potentially responsible parties ("PRP") that it intends to have remedial action performed at the Site pursuant to its authority under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA").

D. On September 30, 1991, EPA entered a Record of Decision ("ROD") selecting a remedy for the Site pursuant to CERCLA. On June 30, 1992, EPA sent a notice letter to various PRPs demanding payment of $5,837,721 for EPA's alleged incurrence of past

response costs and inviting the PRPs to engage in settlement discussions. On March 17, 1993, the Maxey Flats Steering Committee and Federal Agencies submitted a joint offer which was determined by EPA to be a good faith offer. As a result of settlement negotiations, EPA, Settling Private Parties, the Federal Agencies and the Commonwealth of Kentucky have entered into a Consent Decree ("Decree") for performance of remedial design ("RD") and remedial action ("remedial action" or "RA") at the Site. Under this Decree, the Settling Private Parties will be responsible for performing the initial remedial phase ("IRP") as specified in the ROD and Statement of Work and the Settling Private Parties and Federal Agencies will be responsible for financing the IRP and for reimbursing certain costs under Section XIX of the Consent Decree, in the manner specified and as allocated under this Settlement Agreement.

E. Each Settling Private Party listed in Attachment 1 has been identified by the EPA as a PRP for the Site pursuant to Section 107(a) of CERCLA. Settling Private Parties have entered into an agreement ("Participation Agreement") to form the Maxey Flats Steering Committee ("Committee" or "Steering Committee") and established thereunder a limited liability company for the purposes of conducting any activities or measures necessary for the performance of design and construction for the initial remedial phase at the Site. As used herein, the term "Committee" or "Steering Committee" shall include any limited liability company established pursuant to the Participation Agreement and

the terms "Operating Committee," "Technical Committee," or "other successor Committee" shall include any board, committee, or other unit of the limited liability company performing a function similar to those Committees.

F. Each Federal Agency listed in Attachment 1 has also been identified by the EPA as a PRP for the Site pursuant to Section 107(a) of CERCLA.

G. The Settling Private Parties and Federal Agencies have claims against each other under Sections 107 and 113 of CERCLA and some Settling Private Parties have claims against certain Federal Agencies based on contractual and various other theories of relief.

H. Each Federal Agency has authority to enter into and perform this Agreement and the person signing the Agreement for such agency is a representative of the Federal Agency who is duly authorized to enter into this Agreement on behalf of the Federal Agency. This Agreement has been reviewed and approved by the United States Department of Justice as part of the settlement embodied in the Decree.

I. The Settling Private Parties and the Federal Agencies deny any responsibility or liability to the EPA or to any other person or entity under any act, regulation or rule of common law for any claim, including any claim for removal, remedial action and/or any other response action, cleanup costs, or natural resource damages at, from or appertaining to the Site. By entering into or complying with this Agreement, the Settling

Private Parties and the Federal Agencies do not admit any fact or liability or admit any statement in the administrative record and reserve their rights to raise any defense and to challenge any allegation of fact or liability. The execution of this Agreement shall not be construed to be an acknowledgement by the Settling Private Parties that the alleged release or threatened release is cognizable under CERCLA or constitutes an imminent and substantial endangerment to the public health or welfare or the environment.

J. In the interest of concluding certain claims and avoiding the expense of litigation with EPA and each other, the Settling Private Parties and the Federal Agencies are willing to satisfy their respective obligations imposed or reserved under the Consent Decree by implementing and financing the IRP, by reimbursing certain costs under Section XIX of the Consent Decree, and by determining their shares of any future liability, all as specified and allocated in this Agreement.

K. This Settlement Agreement has been negotiated and executed in good faith and is a compromise of claims which were contested, denied, or disputed as to validity and amount, and represents a fair, reasonable, and equitable settlement of the matters addressed herein.

NOW THEREFORE, in consideration of the foregoing, the parties mutually agree as follows:

1. Purpose of Agreement

The purpose of this Agreement is to set forth the

terms and conditions which control the manner and means by which:

a. the obligations of the Settling Private Parties and Federal Agencies under the Decree are performed and financed;

b. work undertaken at the Site pursuant to this Agreement occurs in a manner that is consistent with the NCP, CERCLA and SARA, protects public health and the environment, and is done in a cost-effective manner; and

c. Expenses as defined herein are allocated among the Federal Agencies and the Settling Private Parties.

2. Matters Excluded from the Agreement

This Agreement does not control the manner and means by which the Settling Private Parties or Federal Agencies may negotiate, comment on, or assist in development of generic standards that may be applied to the Site or the handling of confidential matters, such as decisions about settlement, litigation, dispute resolution, or enforcement.

3. Meetings

a. The Federal Agencies will be advised pursuant to paragraph 13 herein of all meetings of all Committees, including telephone conference calls, held pursuant to the Participation Agreement with at least as much advance notice as is required for Member Entities of the Steering Committee ("Member Entities" or "Members"). The requirement that notice be given before the date of such meeting may be waived in exceptional or emergency circumstances. To the extent feasible,

such notice shall include the issues to be voted on at the upcoming meeting. The minutes of each meeting shall be furnished to the representatives of the Federal Agencies at the same time they are furnished to Committee Members. The Federal Agencies will have ten (10) working days after receiving the minutes to object to or correct their content.

b. Representatives of the Federal Agencies may attend all meetings of all Committees, except that they may be excused from some or all of any meeting during which a Committee is discussing settlement, litigation, dispute resolution, enforcement, or other confidential matters excluded from the scope of this agreement. Regardless of whether a Federal Agency representative is present at a meeting, any action concerning matters identified in paragraph 1 which is taken by the Steering, Executive, and Technical Committees or any successor Committees (except when they have been excused) at a meeting shall be considered final with regard to the Federal Agencies only if the Federal Agencies make no objection or comment on the matter within ten (10) working days of their receipt of the minutes or other notice of such action pursuant to paragraph 13 herein. The Federal Agencies will make a good faith effort to advise the Steering, Executive, and Technical Committees or any successor Committee of any concerns or problems at such meeting if an agenda describing the issues to be discussed is provided pursuant to paragraph 13 herein at least 10 days in advance of the meeting.

c. Any Federal Agency objections or comments concerning the matters identified in paragraph 1 that are not subsequently agreed to by the Committee shall be resolved in accordance with paragraph 4.

4. Voting Power

a. The Committee and the Federal Agencies shall attempt to make decisions by consensus on all matters within the scope of this Agreement (which does not include, inter alia, matters relating to settlement, litigation, dispute resolution, or enforcement by the Settling Private Parties). However, if a consensus cannot be reached on any matter outside the scope of the Decree or on a choice of alternative procedures acceptable to EPA under the Decree, the matter will be presented for a vote by a joint group consisting of the Settling Private Parties and the Federal Agencies. Votes shall be according to the percentage of funding provided for the joint effort.

b. The Committee shall promptly notify the Federal Agencies of any new requirement or change in the Decree imposed by EPA. The Committee and the Federal Agencies shall attempt to make decisions regarding the EPA action by consensus. If, however, a consensus cannot be reached, and to the extent consistent with the schedule provided in the Decree, the Federal Agencies shall have an opportunity, with the Committee or independently, to negotiate with the EPA as to whether the matter is required by the Decree, and the required performance.

c. Nothing contained herein shall direct, cause

or contribute to a violation of the Decree.

5. Financial Contribution

a. Allocation of Responsibility and Sources of Funding.

(1) The Settling Private Parties and the Federal Agencies listed on Attachment 1 will divide all Expenses at the Site, as specifically set forth on Attachment 1 which has been developed from available waste-in records. Except with regard to claims reserved by a Settling Private Party under Paragraph 7, the parties agree that this division of Expenses as set forth on Attachment 1 represents a fair and equitable allocation of the respective alleged liability of each of the Settling Private Parties and these Federal Agencies, takes account of all equitable factors cognizable under section 113(f) of CERCLA which are relevant under the circumstances at this Site, and represents the equitable contribution of each of the Settling Private Parties and each of these Federal Agencies to the Expenses as provided in section 113(f) of CERCLA. In the event that after the effective date of this agreement a Federal Agency indemnifies or assumes responsibility, in whole or in part, for a Settling Private Party's share as a result of a contractual relationship or otherwise, the share of such Federal Agency for Expenses shall be increased thereafter to reflect such indemnification or assumption of responsibility and the share of the Settling Private Party shall be correspondingly decreased. In the event of a Settling Private Party's share becoming an

orphan share through bankruptcy, insolvency, dissolution, permanent failure to pay, or otherwise, the share of the party shall be distributed pro rata among the remaining Settling Private Parties and Federal Agencies. If any of the events identified in the prior two sentences occur, Attachment 1 will be revised to reflect the revised percentage allocation among the Settling Private Parties and Federal Agencies.

In the event of a Settling Private Party's temporary failure or refusal to pay, the share of such party shall be temporarily distributed among the remaining Settling Private Parties and Federal Agencies based on Attachment 1, and the temporary increase in the shares of the Federal Agencies will be financed from the funds which are available from the Judgment Fund or from the appropriations of the Department of Defense and the Department of Energy. The remaining Settling Private Parties and the Federal Agencies may seek enforcement of this Agreement and the Decree against and may seek reimbursement from the Settling Private Party which has temporarily failed or refused to pay its share as provided under this Agreement. Should a temporary failure or refusal to pay become permanent through judicial process or otherwise, the remaining Settling Private Parties and the Federal Agencies shall proceed as provided in the immediately preceding paragraph.

(2) It is expected that the Judgment Fund will pay the share of the Expenses attributable to the following Federal Agencies: the Department of the Air Force, the

Department of the Army, the National Aeronautics and Space Administration, the National Institute of Health, and the shares of the Department of the Navy and the Department of Energy not attributable to reimbursement obligations as set forth in Attachment 2. It is also expected that the Judgment Fund will pay the de minimis cashout amount specified on Exhibit 1 of the De Minimis Consent Decree for the federal agencies identified on Attachment 3 of this Agreement in the manner provided more specifically in the De Minimis Consent Decree. Within 20 days of entry of the Consent Decree, the Federal Agencies will cause to be certified to the General Accounting Office an initial obligation of $6,875,000 million from the Judgment Fund. The Judgment Fund or the Federal Agencies, as appropriate, will pay the amounts due from those Federal Agencies as soon as practicable after entry of the Consent Decree. The payment made on behalf of the Federal Agencies listed on Attachment 1 for the shares not attributable to reimbursement obligations will be made to a trust or account in a manner mutually agreed by the Committee and those Federal Agencies, and the monies available in the trust or account will be paid to the Settling Private Parties for the shares of Expenses of the Federal Agencies as set forth on Attachment 1. It is agreed by the parties that the payment on behalf of the Federal Agencies listed on Attachment 1 for shares not attributable to reimbursement obligations is an initial payment based on a calculation of ninety percent (90%) of those agencies' shares of the currently estimated present value of the

anticipated Expenses. When Expenses equaling eighty percent (80%) of this initial obligation have been incurred and it is estimated that the share of the Expenses for which those Federal Agencies are responsible hereunder will exceed the initial obligation, the Federal Agencies will cause a certification to be submitted to the General Accounting Office for an amount to be paid from the Judgment Fund for those Federal Agencies' share of the Expenses which are then estimated to complete the IRP and to comply with any other requirements imposed on the Settling Private Parties and Federal Agencies under the Consent Decree. Those Federal Agencies will, as needed, cause additional certifications to be made to the General Accounting Office until full payment has been made of their shares payable from the Judgment Fund of all Expenses incurred or payable hereunder.

(3) The following agencies will pay out of appropriated funds the shares of the Expenses associated with their contractors as set forth on Attachment 2 ("reimbursement obligation"): the Department of the Navy and the Department of Energy. The Department of the Navy may pay a lump sum covering its share of the currently estimated present value of anticipated Expenses into a trust or account established under subparagraph 5.a.(2) and will supplement this amount, as necessary, to assure the full payment of its share of all Expenses incurred or payable hereunder, following the procedures and requirements of subparagraph 5.a.(2). Alternatively, the Department of the Navy may fund its share of the Expenses on an annual basis out of its

appropriations subject to the requirements of this subparagraph. The Department of Energy will fund its share of the Expenses on an annual basis out of its appropriations subject to the requirements of this subparagraph, and for fiscal year 1995, the Department of Energy has identified $2.2 million for payments of reimbursement obligations under this Agreement. It is the expectation of the parties that all additional obligations of the Federal Agencies under this Agreement will be fully funded. With regard to any future amounts which are not payable from the Judgment Fund, each Federal Agency or its successor or assign shall use its best efforts through its agency budgetary process to obtain timely funding to meet all obligations under this Agreement. Subject to subparagraph 5.g., each Federal Agency or its successor or assign whose share is not paid by the Judgment Fund agrees to allocate and obligate such amounts as are necessary in each fiscal year to pay its respective share set forth in Attachment 1 from those amounts that are appropriated to each agency and not legally prohibited from use for such purpose. As soon as practicable after each annual appropriation is made, the Department of the Navy shall obligate the amount necessary to pay its share of anticipated Expenses for the entire fiscal year (which shall be determined based on estimates submitted by the Settling Private Parties). As soon as practicable but in no event more than 30 days after each annual appropriation is made, the Department of Energy shall obligate the amount necessary to pay its share of anticipated Expenses for the entire fiscal year

(which shall be determined based on estimates submitted by the Settling Private Parties). In the event that the amount of Expenses actually incurred during a fiscal year exceeds the amount of anticipated Expenses for that fiscal year, each Federal Agency agrees to allocate, obligate, and transfer to the federal payment coordinator such additional amounts as are necessary to pay its respective share set forth in Attachment 1 from the amounts that have been appropriated to the agency and not legally prohibited from use for such purpose. From the amounts available under subparagraph 5.a.(2) and this subparagraph, the federal payment coordinator shall pay or authorize payment to the Settling Private Parties the shares of the Federal Agencies as set forth on Attachment 1 of all Expenses incurred or payable hereunder in the manner provided under subparagraph 5.d.

b. Expenses. Expenses are defined as all response costs, natural resource damages, and other amounts payable under section 107 of CERCLA, including all those categories of expenses set forth more specifically herein. These expenses shall be payable regardless of any subsequent judicial or regulatory change in the definition of response costs. Expenses include:

(1) the cost of hiring and retaining specialists to conduct technical studies at the Site to develop accurate information on the quantity and quality of waste present, its effect on surrounding areas, and methods of remedial action and the cost of any oversight related thereto;

(2) the cost of employing engineers, scientists, medical or health professionals, financial analysts or planners, and associated personnel to perform fieldwork, undertake studies or assessments, develop plans or specifications, perform cost estimates and associated financial and investment analysis, provide technical, cost, and financial information to EPA, the Commonwealth of Kentucky, or the community, and give advice or perform work in furtherance of the planning or performance of the obligations undertaken by Settling Private Parties at the Site (including, but not limited to, the cost of insurance for liabilities arising from work performed at the site and work regarding the appropriate health, environmental, and design standards to be utilized, vendor capabilities, and work plans);

(3) the cost of maintenance of records regarding the Site and regarding joint efforts of the Committee and the Federal Agencies within the scope of the Consent Decree and this Agreement;

(4) the cost of maintaining, programming, utilizing and producing different versions of a waste-in list, shipment reports, and associated data bases for the allocation of costs among Settling Private Parties and Federal Agencies unless such activity is directed primarily at increasing the share of the Federal Agencies vis a vis the Settling Private Parties or at developing or supporting defenses to the Settling Private Parties' liability;

(5) the cost of arrangements for meeting rooms, and expenses related to holding meetings, taking minutes, distributing minutes and correcting minutes; except that such costs will not be chargeable to the Federal Agencies for meetings during which the Federal Agencies were excused for more than fifty (50%) of the length of the meeting;

(6) the necessary cost of fund management, trust management, management of the limited liability company, and accounting related to performance of obligations under the Consent Decree or this Agreement;

(7) the cost of distribution of correspondence, records and notices;

(8) other similar administrative expenses related to operation of the Committee in the performance of the obligations in the Consent Decree and this Agreement;

(9) the costs paid by the Settling Private Parties or the Federal Agencies to discharge EPA's claims for past or future response or oversight costs and associated interest;

(10) any attorneys fees or fees of paralegals or other legal employees incurred in connection with the negotiation or administration of contracts for the performance of the obligations under the Consent Decree, the undertaking or administration of the IRP, the performance under or administration of the Consent Decree, and the administration of the Steering Committee and its respective Committees related to

the performance of the obligations of the Settling Private Parties and Federal Agencies under the Consent Decree or this Agreement;

(11) all other costs incurred by Settling Private Parties or the Federal Agencies arising in the course of complying with the Consent Decree (except those borne by the Federal Agencies under Section XVI of the Consent Decree), including the costs of obtaining access, EPA or State oversight, future response action, or the costs of performing or paying for any response action required under the clauses of the Consent Decree entitled "Additional Response Action," "Periodic Review," "Emergency Response," "Certification of Completion," and "Covenant Not to Sue by Plaintiff";

(12) the costs of paying for or performing any response actions, natural resource damages, or other liability under CERCLA, and any Expenses identified herein, required pursuant to any reopener or reservation of rights provided to the United States or the Commonwealth in the Consent Decree;

(13) any stipulated penalties accruing subsequent to enactment of a statute in which Congress expressly waives sovereign immunity for civil penalties under CERCLA for federal agency actions at non-federally owned facilities.

Expenses do not include:

(i) attorney fees incurred by Settling Private Parties or the Committee whether from common counsel or

other counsel, except as provided above;

(ii) costs connected with publicity or public relations activities, except for the costs imposed by paragraph 12 and the costs of the community relations plan and activities required by the Decree;

(iii) costs connected with the participation in public hearings or negotiations with the EPA or NRC regarding the establishment of generic standards which may be utilized at the site;

(iv) costs connected with comments or preparation of responses on public rulemakings or proposed rules;

(v) the costs of indemnifying EPA pursuant to Article XX of the Consent Decree;

(vi) the cost of any internal corporate or Federal Agency review of matters pertaining to the Site; and

(vii) the cost of reimbursing the Commonwealth for acquisition of the buffer zone; this cost, which will not exceed $750,000, will be the sole obligation of the Settling Private Parties under the Consent Decree and this Agreement.

In the event that the Federal Agencies are obligated to make payment under Section XVI of the Consent Decree, the amounts paid by the Federal Agencies shall not be considered Expenses under this Agreement and will be the sole obligation of the Federal Agencies under the Consent Decree and this Agreement, and the Federal Agencies covenant not to sue the Settling Private Parties

under CERCLA, this Agreement, or otherwise for any of these amounts.

In the event that the Commonwealth of Kentucky fails to perform or pay for any response action required or reserved under the Consent Decree (including Articles IX, X, XVIII, or XXIV) and EPA seeks performance or payment from the Settling Private Parties or the Federal Agencies of any obligation or amount for which the Federal Agencies are not obligated under Section XVI of the Consent Decree, the costs of any such response action performed or paid by the Settling Private Parties or Federal Agencies shall qualify as an Expense under subparagraph 5.b.(12) which is subject to the division between the Settling Private Parties and Federal Agencies as set forth on Attachment 1.

c. De Minimis Proceeds. The federal agencies identified on Attachment 3 intend to proceed as cash out settlors under the terms offered in the De Minimis Consent Decree entered between EPA, the Settling Private Parties, the non-federal de minimis parties and the federal agency de minimis parties. Under the terms of the De Minimis Consent Decree, the federal de minimis parties will pay the amounts specified on Exhibit 1 thereto in a manner mutually agreed by the Settling Private Parties and the Federal Agencies listed on Attachment 1 of this Agreement, and the non-federal de minimis parties will pay the amounts specified on Exhibit 4 of the De Minimis Consent Decree to the Maxey Flats De Minimis Trust in satisfaction of their alleged liability. The Steering Committee will promptly direct

the trustee or other payee of the funds to apply all proceeds received from the federal agency de minimis parties and the non-federal de minimis parties to pay for the Expenses as defined herein.

d. Payment of Expenses and Accounting. The Federal Agencies will receive a monthly accounting of Expenses governed by this Agreement. Such accounting will include a request for the shares of the Federal Agencies as specified on Attachment 1 of all the Expenses incurred or billed during the previous month or payable under the Consent Decree and will be sent to the federal payment coordinator. In the event the Federal Agencies do not dispute the amount of an expense or whether an expense is payable hereunder, payment of the Federal Agencies' shares as specified on Attachment 1 of all undisputed amounts shall be made to the Committee within thirty (30) days after receipt of the invoice or other request for payment, and interest accruing daily at the rate specified in the vendor's contract or, absent such rate, at the rate specified in section 107 of CERCLA shall be payable beginning on the 31st day after receipt of the invoice or the request for payment on amounts which have not been timely paid. If necessary to make full and timely payment of the shares of the Federal Agencies as specified on Attachment 1, the federal payment coordinator shall use or authorize the use of any and all amounts which are available in the trust or account established in subparagraph 5.a.(2) above and which are appropriated and obligated by the Department of

Energy or the Department of the Navy pursuant to subparagraph 5.a.(3) above. The federal payment coordinator may, in his discretion, decide to pre-pay the amount anticipated to be due from one or more Federal Agencies during the entire fiscal year by paying, or authorizing payment, of the full amount of one or more invoices for one or more billing periods or by other suitable means agreed upon by the Committee. With respect to the costs which must be paid to EPA under Section XIX of the Consent Decree, Federal Agencies shall pay their share of such costs directly to EPA within 120 days of the entry of the Consent Decree. In the event that the Settling Private Parties are required to pay the Federal Agencies' share of such costs and any accrued interest because the Federal Agencies have failed to make timely payment under Section XIX of the Consent Decree, the Federal Agencies shall reimburse the Settling Private Parties for the payment of costs and accrued interest made on their behalf by the Settling Private Parties, plus the interest on that total amount accruing daily at the rate specified in section 107 of CERCLA from the date Settling Private Parties made the payment on behalf of the Federal Agencies until the date of repayment by the Federal Agencies to the Settling Private Parties. In the event the Federal Agencies dispute the amount of an expense or whether an expense is payable hereunder, the Federal Agencies shall notify the Committee no later than the date payment is due. The Committee and the Federal Agencies shall attempt to resolve the dispute informally but if an informal resolution is not achieved

within 21 days after the issuance of the Federal Agencies' notice, the Chairman of the Committee or his representative and the Federal Agencies' representative shall schedule a meeting to attempt to reach a resolution of the dispute. In the event a resolution is not reached, the Committee, Settling Private Parties or the Federal Agencies may file an action in the United States District Court for the Eastern District of Kentucky for an order to resolve the dispute, to construe, modify, or enforce this Agreement, or to declare the rights of the parties.

e. Contractor Relations.

(1) The Federal Agencies retain no right to select the contractor(s) who will carry out the IRP at the Site, but the Federal Agencies reserve the right to reject a contractor proposed by the Steering Committee, such right to be exercised consistent with the schedule imposed by the Decree or within fifteen (15) days of the Federal Agencies' receipt of notice of the Steering Committee's choice of contractor, whichever is earlier. However, the Federal Agencies may not reject a proposed contractor on the ground that the proposed contractor is, or is affiliated with, a Settling Private Party. The Committee agrees that it will select contractors who will perform and be required to perform at the Site according to standard engineering practice, consistent with the reasonable direction and requirements of the EPA for such projects, and that the selection of the contractor(s) will be made from commercially available firms, free of corrupt influence, fraud, or duress. The

Committee agrees to use due diligence in the selection of contractors and contract administration.

(2) The Committee and the Federal Agencies shall be simultaneously furnished copies of all contractor and subcontractor submittals, including documents, reports, data, studies, plans, surveys, drawings, and other written and electronically stored materials. The Committee and the Federal Agencies shall simultaneously review all such written submissions by any contractor or subcontractor for technical adequacy and completeness. Technical reviews shall be coordinated between the technical representatives designated by the Committee and Federal Agencies.

(3) The Federal Agencies may forward to the Committee written comments, including but not limited to any concurring or dissenting views, on any required submission to EPA. The Federal Agencies will use their best efforts to submit their comments on a timely basis for consideration by the Committee and any contractor. If the Federal Agencies and Committee cannot agree, then the Federal Agencies reserve the right to forward their comments directly to EPA. Any Federal Agency comments received after formal submission to EPA has been made will, upon request by the Federal Agencies, be immediately forwarded to EPA.

(4) The parties agree that the Federal Agencies have the right, consistent with the approved health and safety plan and the requirements of the Decree, to send qualified

representatives to visit the Site during normal working hours to review the work completed and in progress, including but not limited to physical inspection of the Site, to review and copy any non-confidential documents and other written materials maintained on the Site, and to share information thus obtained with any persons participating in the supervision, funding, or enforcement of matters relating to the Site.

(5) During the performance of any obligations of the Settling Private Parties or Federal Agencies under the Consent Decree, the Committee or any contractor(s) retained by it shall preserve and maintain, subject to review, inspection, and copying by the Federal Agencies, all records, including but not limited to documents, reports, data, studies, plans, purchase orders, invoices, surveys, bids, drawings and designs, proposals, accounting records and other written or electronically stored materials, relating to the planning and execution of the IRP at the Site. After completion of the IRP, the Committee and its contractors shall provide the Federal Agencies with an opportunity to copy these records at the Federal Agencies' cost. This section does not require the production of documents that are privileged or protected under federal, state or local law.

f. Federal Agency In-Kind Contributions. Should the need arise in the performance hereunder, it is the intent of the parties that in kind services may be provided by the Federal Agencies with concurrence of the Committee and credited towards

the respective shares of the Expenses borne by the Settling Private Parties and Federal Agencies. If such services are provided, they shall be coordinated with any contractor retained by the Committee and all proper notices and permissions shall be sought from EPA. All such work shall be conducted in accordance with the terms of the Decree.

g. Anti-Deficiency Act. The Federal Agencies' ability to pay under this Agreement is subject to the availability of appropriated funds. No provision of this Agreement shall be interpreted as or constitute a commitment or requirement that the Federal Agencies obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. §§ 1301, 1341, 1342, 1349-51, and 1511-19.

6. Committee Membership

Subject to the terms of this Agreement, the Federal Agencies' representatives will be listed on the membership roll of the Technical Committee or any successor Committee and be entitled to all rights and responsibilities thereunder. If the Technical Committee or its successor and the Federal Agencies are unable to reach a consensus and the issue is within the scope of this Agreement, the issue will be presented to the Executive Committee or its successor and the Federal Agencies for resolution. If the Executive Committee or its successor and the Federal Agencies are unable to reach a consensus, the issue will be presented for a vote pursuant to paragraph 4.a. herein.

7. Mutual Release and Covenant Not to Sue

a. In consideration of the settlement between the parties and the terms set out in this Agreement, the Settling Private Parties and the Federal Agencies identified on Attachment 1 hereby release, discharge, and covenant not to sue each other and all the past and present officers, directors, trustees, shareholders, employees, successors, including successors by merger, and assigns of each of them, with respect to any claim for contribution or other liability or financial payment with respect to Agreed Matters. Agreed Matters are defined as any civil claim, demand, liability, or cause of action, administrative or judicial, in law or equity, for or pertaining to any response costs or other expenses previously incurred by the Settling Private Parties or the Federal Agencies, to any Expense covered by this Agreement, to any payment by the Federal Agencies pursuant to Section XVI of the Decree, or to the undertaking or implementation of the IRP, RD/RA, other response action which is covered by the Decree, or any response action or natural resource damages imposed pursuant to a reopener or reservation of rights provided to the EPA or the Commonwealth in the Consent Decree. However, notwithstanding the foregoing or any contribution protection authorized under the Decree, section 113(f)(2) of CERCLA, or any amendments of CERCLA: (1) the Settling Private Parties reserve, and this Agreement is without prejudice to, actions under CERCLA Sections 107 or 113 against a Federal Agency which fails to make a payment to the Settling

Private Parties required hereunder as a result of the Anti-Deficiency Act; (2) the Settling Private Parties reserve, and this Agreement is without prejudice to, actions under CERCLA Sections 107 or 113 against the Federal Agencies in the event the EPA institutes an action or issues an administrative order against one or more Settling Private Party seeking performance or payment which is not included within the definition of Expenses herein and the Federal Agencies reserve, and this Agreement is without prejudice to, actions by the Federal Agencies under CERCLA Sections 107 or 113 against the Settling Private Parties in the event EPA institutes an action or issues an administrative order against one or more Federal Agencies seeking performance or payment which is not included within the definition of Expenses herein; (3) the Settling Private Parties reserve, and this Agreement is without prejudice to, actions under CERCLA Sections 107 or 113 against Federal Agencies for reimbursement of any costs paid or payable by Settling Private Parties to the United States as a result of the indemnification provided to EPA under Article XX of the Consent Decree (Indemnification and Insurance); and (4) the Settling Private Parties identified on Attachment 4 reserve, and this Agreement is without prejudice to, actions against Federal Agencies based on contractual indemnity, assumption of liability, reimbursement claims, other contractual claims, extracontractual relief, or claims under CERCLA Sections 107 or 113 asserted by such Settling Private Parties prior to execution of this Agreement and which have not been resolved

prior to the entry of the Consent Decree. With respect to the claims reserved in subparagraph 7(a)(4), the Settling Private Parties and Federal Agencies agree not to assert as a defense or otherwise any contribution protection authorized under the Decree, section 113(f)(2) of CERCLA, or any subsequent amendments to CERCLA. Provided, however, that this Release and Covenant Not to Sue shall not bar any claim or proceeding by either the Settling Private Parties or the Federal Agencies to resolve disputes arising under this Agreement or any action to enforce this Agreement or the Consent Decree or any claim of negligence in the performance of the duties under this Agreement.

b. In consideration of the payments that will be made and the covenants given to the Settling Private Parties by federal de minimis agencies listed on Attachment 3 by the terms of the De Minimis Consent Decree, and except as specifically provided in this paragraph, the Settling Private Parties covenant not to sue any federal de minimis party for any and all civil liability attributable to its volumetric percentage for reimbursement of response costs, injunctive relief, contribution, or indemnification pursuant to Sections 106, 107, or 113 of CERCLA, 42 U.S.C. §§ 9606, 9607, or 9613, Section 7003 of RCRA, 42 U.S.C. § 6973, State law, and the common law with regard to the Site. This covenant not to sue is expressly conditioned on the continued existence and effectiveness of the covenant not to sue provided by the federal de minimis parties to the Settling Private Parties in the De Minimis Consent Decree, and should the

current covenant not to sue provided by the federal de minimis parties be conditioned, abrogated, limited, withdrawn, or otherwise restricted, the covenant of the Settling Private Parties contained herein shall be of no force and effect to the extent of any such restriction of the covenant currently provided by the federal de minimis parties. Notwithstanding the foregoing covenant or any contribution protection authorized under the De Minimis Consent Decree, Sections 113(f)(2) or 122(g)(5) of CERCLA, or any amendments to CERCLA, the Settling Private Parties and the United States agree that the Settling Private Parties reserve, and this Consent Decree is without prejudice to, all rights against a federal de minimis party with respect to all other matters, including, but not limited to, the following:

(1) claims based on failure to make the payments required in accordance with the De Minimis Consent Decree;

(2) criminal liability;

(3) liability for injury to, destruction of, or loss of natural resources for which there are federal trustees;

(4) liability for response costs that have been or may be incurred by the United States Department of Interior or the United States Department of Agriculture in their role as natural resource damage trustees; and

(5) liability for response costs or natural resource damages, to the extent a federal de minimis party is not

afforded contribution protection under the De Minimis Consent Decree based on the discovery of new information.

c. In consideration of the payments that will be made and the covenants given to the Federal Agencies by non-federal de minimis parties executing the De Minimis Consent Decree, and except as specifically provided in this paragraph, the Federal Agencies covenant not to sue each such non-federal de minimis party for any and all civil liability attributable to its volumetric percentage for reimbursement of response costs, injunctive relief, contribution, or indemnification pursuant to Sections 106, 107, or 113 of CERCLA, 42 U.S.C. §§ 9606, 9607, or 9613, Section 7003 of RCRA, 42 U.S.C. § 6973, Sstate law, and the common law with regard to the Site. This covenant not to sue is expressly conditioned on the continued existence and effectiveness of the covenant not to sue provided by the non-federal de minimis parties to the Federal Agencies in the De Minimis Consent Decree, and should the current covenant not to sue provided by the non-federal de minimis parties be conditioned, abrogated, limited, withdrawn, or otherwise restricted, the covenant of the Federal Agencies contained herein shall be of no force and effect to the extent of any such restriction of the covenant currently provided by the non-federal de minimis parties. Notwithstanding the foregoing covenant or any contribution protection authorized under the De Minimis Consent Decree, Section 113(f)(2) of CERCLA, or any amendments to CERCLA, the Federal Agencies reserve, and this Consent Decree is

without prejudice to, all rights against such non-federal de minimis parties with respect to all other matters, including, but not limited to, the following:

(1) claims based on failure to make the payments required in accordance with the De Minimis Consent Decree;

(2) criminal liability;

(3) liability for injury to, destruction of, or loss of natural resources for which there are federal trustees;

(4) liability for response costs that have been or may be incurred by the United States Department of Interior or the United States Department of Agriculture in their role as natural resource damages trustees; and

(5) liability for response costs or natural resource damages, to the extent a non-federal de minimis party is not afforded a covenant not to sue or contribution protection under the Consent Order based on the discovery of new information.

d. Nothing in this Agreement shall create any right, claim, cause of action or demand in law and equity on behalf of any contractor against the Committee, Settling Private Parties, or the Federal Agencies related in any way to the Site.

e. Except as expressly provided in this Section with respect to non-federal and federal de minimis parties signing the De Minimis Consent Decree, nothing in this Agreement

is intended or shall be construed to release any individual or entity not a party to this Agreement from liability for past, present, or future response and/or remediation costs, or from liability for damages for injury to, destruction of, or loss of natural resources arising from the release or threatened release of any hazardous waste or hazardous substances at the Site.

8. Confidentiality

a. The Federal Agencies shall not have the right to demand or receive any privileged or confidential documents prepared by any common counsel. Any documents received by the Federal Agencies will be released to third parties only to the extent required by law. All documents received by the Federal Agencies will be available to the United States Department of Justice or EPA if requested by those departments.

b. All documents or information received by the Committee or Settling Private Parties from the Federal Agencies pursuant to the provisions of this Agreement shall be treated in the same manner as confidential information between Members of the Committee.

9. Modification and Termination

a. This Agreement can be modified by mutual written agreement of the Settling Private Parties and Federal Agencies at any time, followed by entry by the Court. Discussion of a modification will begin within 30 days of a written proposal to modify.

b. This Agreement shall continue in full force

and effect until all of the obligations of the Settling Private Parties and Federal Agencies under the Consent Decree have been satisfied or until there are no further Expenses incurred by the Settling Private Parties or Federal Agencies, whichever is later.

10. Government Contracts

Except as reflected on Attachment 2, this Agreement, its negotiation, execution and implementation, does not represent a decision or acceptance on the part of the Federal Agencies regarding claims by PRPs, whether Settling Private Parties or not, for indemnification or reimbursement of government contractors. All issues and claims involving the relationship of the Federal Agencies and their respective contractors which have not been satisfactorily resolved and reflected in Attachment 2 are wholly outside the scope of this Agreement. A Federal Agency does not represent or speak for contractors performing work under agency contracts who may have contributed waste to the Site unless the Federal Agency has stated in writing to the contractor that the agency is representing the contractor in subsequent negotiations.

11. Documents

Except as provided in paragraphs 3.b. and 8 herein, the Federal Agencies will receive copies of all minutes of meetings; public statements; allocation rankings; financial accounting for costs covered by this Agreement; technical reports; work plans, designs, or specifications; and letters sent to or received from EPA, the Commonwealth of Kentucky or any regulatory body.

12. Public Affairs

The Federal Agencies will be apprised in advance of any and all formal public statements to be made regarding the Committee's actions and will be offered the opportunity to join in the public statement or offer a separate contemporaneous statement.

13. Notice

Whenever notice is required by the Agreement to be given, unless otherwise specified, notice will consist of a written notice addressed to:

FEDERAL PAYMENT COORDINATOR

Office of Environmental Management
1000 Independence Avenue, S.W.
Trevion II (EM-451)
Washington, D.C. 20585-0002
Attn: Paul Beam
Telephone: 301/427-1000

DEPARTMENT OF JUSTICE

Chief, Environmental Defense Section
Environment and Natural Resources Division
United States Department of Justice
10th and Constitution, N.W.
Washington, D.C. 20530
Telephone: 202/514-2219

SETTLING PRIVATE PARTIES

Lee B. Zeugin, Esq.
Hunton & Williams
2000 Pennsylvania Avenue, N.W.
9th Floor
Washington, DC 20006
Telephone: 202/955-1535

Unless otherwise specified the Federal Agencies will receive a minimum of five (5) working days notice whenever notice is

required.

14. Contact with Regulatory Agencies

The Federal Agencies will be apprised of all formal correspondence or other formal communications between the Committee and State or Federal regulatory agencies, including EPA and the Nuclear Regulatory Commission, regarding the Site.

15. Additional Provisions

a. This Settlement Agreement applies to and is binding upon the Federal Agencies, the Settling Private Parties, and their successors and assigns. Any reorganization, abolition, size reduction, transfer of function, or any change in the existence or authority of a Federal Agency or any change in ownership or corporate status of a Settling Private Party, including but not limited to, any transfer of assets or real or personal property, shall in no way alter that Federal Agency's or that Settling Private Party's responsibilities under this Settlement Agreement.

b. The execution of this Agreement by the Settling Private Parties and the Federal Agencies is not, and cannot be construed as, an admission of liability for conditions at the Site under CERCLA or any other federal, state, or local law or the common law. Nothing in this Agreement shall limit any party's rights to individually defend itself or to bring suit on its behalf concerning any matter not addressed in this Agreement.

c. This Agreement is to be interpreted and enforced under federal law.

d. Solely for purpose of interpreting, modifying, or enforcing this Agreement, the Settling Private Parties and Federal Agencies waive all objections and defenses that they may have with regard to jurisdiction and venue in the United States District Court for the Eastern District of Kentucky.

e. The provisions of paragraphs 7, 8, and 11, and this Paragraph shall survive the termination of this Agreement.

f. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. This Agreement shall become effective upon entry of the Consent Decree.

THE UNDERSIGNED PARTY enters into this Settlement Agreement relating to the Maxey Flats Disposal Site Superfund Site.

FOR THE DEPARTMENT OF THE NAVY

Date: _____

_____
[Name]

Authorized Representative of the Department of the Navy

THE UNDERSIGNED PARTY enters into this Settlement Agreement relating to the Maxey Flats Disposal Site Superfund Site.

FOR THE DEPARTMENT OF ENERGY

Date: _____

_____
[Name]

Authorized Representative of the Department of Energy

THE UNDERSIGNED PARTY enters into this Settlement Agreement relating to the Maxey Flats Disposal Site Superfund Site.

FOR THE DEPARTMENT OF THE AIR FORCE

Date: _____

_____
[Name]

Authorized Representative of the Department of the Air Force

THE UNDERSIGNED PARTY enters into this Settlement Agreement relating to the Maxey Flats Disposal Site Superfund Site.

FOR THE DEPARTMENT OF THE ARMY

Date: _____

_____
[Name]

Authorized Representative of the Department of the Army

THE UNDERSIGNED PARTY enters into this Settlement Agreement relating to the Maxey Flats Disposal Site Superfund Site.

FOR THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

Date: _____

_____
[Name]

Authorized Representative of the National Aeronautics and Space Administration

THE UNDERSIGNED PARTY enters into this Settlement Agreement relating to the Maxey Flats Disposal Site Superfund Site.

FOR THE NATIONAL INSTITUTE OF HEALTH

Date: _____

_____
[Name]

Authorized Representative of the National Institute of Health

U.S. DEPARTMENT OF JUSTICE

Date: _____

_____
LOIS J. SCHIFFER
Assistant Attorney General
Environment and Natural
Resources Division

Date: _____

_____
DANIEL W. PINKSTON
Trial Attorney
Environmental Defense Section
Environment and Natural Resources
Division
P.O. Box 23986
Washington, DC 20026-3986

Counsel for Federal Agencies

ATTACHMENT 1

Percentage of Shared Costs to be Paid by Each of the Settling Private Parties and Federal Agencies1/

	PRP	Percentage
1.	Alliedsignal	1.8056
2.	Amax Corp.	.5205
3.	Arkansas Power & Light Co.	.0538
4.	Atcor, Inc.	.7613
5.	Atlantic Richfield Co.	.0167
6.	Babcock & Wilcox Co.	1.5661
7.	Battelle	.3180
8.	Boston Edison Company	.9670
9.	Carolina Power & Light Co.	1.0922
10.	Chem-Nuclear Systems, Inc.	.0675
11.	Combustion Engineering, Inc.	.4493
12.	Commonwealth Edison Company	.9739
13.	Consolidated Edison Co. of New York, Inc.	.7845
14.	Consumers Power Co.	.6185
15.	Dow Chemical Co.	.3203
16.	E. I. duPont de Nemours & Co.	.6318
17.	General Dynamics	.5113
18.	General Electric	3.9877
19.	Iowa Electric Light and Power Co.	.5334
20.	Jersey Central Power & Light Co.	1.8101
21.	Metropolitan Edison Co.	.6049
22.	Minnesota Mining & Manufacturing Co.	.7415
23.	NASA	1.4802
24.	National Institute of Health	.3611
25.	NDL Organization, Inc.	.4318
26.	New York Power Authority	.6556
27.	Niagara Mohawk Power Corp.	1.5176
28.	NL Industries, Inc.	.0749
29.	Northeast Utilities Service Co.	2.4047
30.	Nuclear Fuel Services, Inc.	.1856
31.	Nuclear Metals, Inc.	.1319
32.	NUMEC (Aroo)	2.2429
33.	NUMEC (Babcock & Wilcox)	.9365
34.	Philadelphia Electric Co.	1.2538
35.	Rochester Gas & Electric Corp.	.3698
36.	Safety Light Corp. (for U.S. Radium Corp.)	.5348
37.	Saxton Nuclear Experimental Corp.	.2334
38.	SmithKline Beecham Corp.	.3678
39.	Teledyne Isotopes, Inc.	.5800
40.	Union Carbide Corp.	.2472
41.	United States Air Force	1.2797
42.	United States Army	2.9007
43.	United States Dept. of Defense	.1593
44.	United States Dept. of Energy	39.9735

1/ The percentages for DOE and the Navy include the resolved indemnifications of their government contractors.

45.	United States Navy	12.6762
46.	University of Virginia	.0365
47.	US Ecology, Inc.	3.8786
48.	Vermont Yankee Nuclear Power Corp.	.3685
49.	Virginia Power	.6667
50.	Westinghouse Electric Corp.	4.8053
51.	Whittaker Corp.	.0862
52.	X-Ray Industries, Inc.	.0230
	TOTAL	100.0000

ATTACHMENT 2
GOVERNMENT CONTRACTORS WITH
RESOLVED CLAIMS

PRP	DOE SHARE	DOE % OF SHARED COSTS	NAVY SHARE	NAVY % OF SHARED COSTS
Argonne National Laboratory	119.07	0.0028		0.0000
Babcock & Wilcox	42,866.00	1.0000		0.0000
Babcock & Wilcox - NUMEC	56,000.00	1.3064		0.0000
Battelle	54,532.97	1.2722		0.0000
Brookhaven National Lab	12,029.45	0.2806		0.0000
Carnegie-Mellon University	26,393.83	0.6157		0.0000
Chesapeake Park, Inc.	18,942.62	0.4419		0.0000
Dairyland Power Cooperative	1,090.78	0.0254		0.0000
Duquesne Light Co.	37,611.10	0.8774		0.0000
Fermi National Accelerator Lab	35.40	0.0008		0.0000
General Dynamics - Electric Boat Div.		0.0000		0.0000
General Electric - Knolls	36,154.37	0.8434	91,460.33	2.1336
Gulf Nuclear Fuel Co. (Chevron)	25,808.25	0.6021		0.0000
Hallam Nuclear Power Station	4,088.52	0.0954		0.0000
Ingalls Shipbuilding		0.0000		0.0000
Martin-Marietta Corp.	11,583.05	0.2702	2,964.12	0.0691
Mound Laboratories	837,160.08	19.5298		0.0000
National Lead of Ohio	6,206.56	0.1448		0.0000
Newport News Shipbuilding		0.0000		0.0000
Nuclear Fuel Services, Inc.	45,072.60	1.0515	107,715.95	2.5129
Piqua Nuclear Power	17,472.53	0.4076		0.0000
Reactive Metals, Inc.	13,662.49	0.3187		0.0000
Rensselaer Polytechnic Institute	165.64	0.0039		0.0000
Rural Electric Power Cooperative	3,185.47	0.0743		0.0000
United Nuclear Corp.	83,515.96	1.9483		0.0000
United Power Association	553.95	0.0129		0.0000
University of Rochester	746.03	0.0174		0.0000
Westinghouse - Atomic Power Div.	4,664.30	0.1088		0.0000
Westinghouse - Bettis	371,320.93	8.6624		0.0000
Westinghouse - Waltz Mill	1,706.00	0.0398		0.0000
Total:	1,712,687.95	39.9545	202,140.40	4.7156

ATTACHMENT 3

Federal Agencies Below .25%

PRP:	Vol. %
Dept. of the Interior	
- National Marine Water Quality	.0028
EPA	
- Primates and Pesticides Effects Lab	.0106
National Institute of Mental Health	
National Institute for Standards & Testing	.0032
NIOSH	.0779
- Bureau of Occupational Safety & Health	.0126
- Robert A. Taft Sanitary Engineering Services	
Smithsonian Institute	
U.S. Bureau of Mines	.0012
U.S. Department of Agriculture	.0006
- Forest Service	.0038
U.S. Food & Drug Administration	
U.S. Geological Survey	.0046
U.S. Public Health Service	.0007
- Health Education & Welfare Dept., Cincinnati	.2018
- Southeastern Radiological Health	
Veterans Administration Hospital	.1088
TOTAL	.4286

ATTACHMENT 4

GOVERNMENT CONTRACTORS
RESERVING CLAIMS

A. Settling Private Parties

PRP	Claims Against DOE	% of Shared Costs	Claims Against Other Fed Agencies	% of Shared Costs
AlliedSignal	19,401.80	0.4527		
Amax, Inc.	22,309.62	0.5205		
ARCO - NUMEC	68,090.87	1.5885		
Combustion Engineering, Inc.	2,479.74	0.0579		
General Dynamics			21,919.28	0.5113
General Electric - Atomic Motor Prod.	10,552.80	0.2462		
General Electric - Evendale	112,549.18	2.6257		
NL Industries, Inc.	3,210.94	0.0749		
Westinghouse - Astronuclear			25,662.27	0.5987
Westinghouse - Cheswick			10,033.37	0.2341
Westinghouse - Nerva			405.00	0.0095
Subtotal	238,594.95	5.5664	58,019.92	1.3536

B. De Minimis

PRP	Claims Against DOE	Waste-In Percentage
Diamond Alkali	1,760.63	0.0352
Kerr-McGee Corp.	5,636.19	0.1126
Subtotal	7,396.82	0.1478

APPENDIX D

Settling Federal Agencies

NASA
National Institute of Health
United States Air Force
United States Army
United States Dept. of Defense
United States Dept. of Energy
United States Navy

APPENDIX E

Settling Private Parties

Allied Corporation
Amax, Inc.
Arkansas Power & Light Co.
Atcor, Inc.
Atlantic Richfield Co. (for itself and NUMEC)
Babcock & Wilcox Co. (for itself and NUMEC)
Battelle Memorial Institute
Boston Edison Company
Carolina Power & Light Co.
Chem-Nuclear Systems, Inc.
Combustion Engineering, Inc.
Commonwealth Edison Company
Consolidated Edison Co. of New York, Inc.
Consumers Power Co.
Dow Chemical Co.
E. I. duPont de Nemours & Co.
General Dynamics Corp.
General Electric Co.
Iowa Electric Light & Power Co.
Jersey Central Power & Light Co.
Metropolitan Edison Co.
Minnesota Mining & Manufacturing Co.
NDL Organization, Inc. (The)
New York Power Authority
Niagara Mohawk Power Corp.
NL Industries, Inc.
Northeast Utilities Service Co.
Nuclear Fuel Services, Inc.
Nuclear Metals, Inc.
PECO Energy Co.
Rochester Gas & Electric Corp.
Safety Light Corp. (for U.S. Radium Corp.)
Saxton Nuclear Experimental Station
SmithKline Beecham Corp.
Teledyne Isotopes, Inc.
Union Carbide Corp.
University of Virgina
US Ecology, Inc, (for Nuclear Engineering Co.)
Vermont Yankee Nuclear Power Corp.
Virginia Power
Westinghouse Electric Corp.
Whittaker Corporation
X-Ray Industries, Inc.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF KENTUCKY
FRANKFORT DIVISION

UNITED STATES OF AMERICA, Plaintiff, v. [ ] Defendants.	Civil Action No.

CONSENT DECREE

I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), has filed a complaint against defendants pursuant to Sections 106 and 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. 99-499 ("CERCLA"). The complaint seeks injunctive relief regarding the cleanup of the Maxey Flats Disposal Site ("Site") and recovery of costs incurred and to be incurred in responding to the release or threat of release of hazardous substances at or in connection with the Site. Defendants have asserted the right to contribution under CERCLA Sections 107 and 113 against the United States.

B. The United States has entered into a settlement with the Settling Private Parties and the Commonwealth of Kentucky ("Commonwealth"), which is referred to in this document as the "De Maximus Consent Decree."

C. The payments to be made by the Federal and Non-Federal De Minimis Settlors under this Consent Decree involve only a minor portion of the response costs at the Site.

D. EPA has determined, based on information currently available and the Maxey Flats Waste-In List (Revision 3), that the amount of hazardous substances contributed to the Site by each Non-Federal De Minimis Settlor does not exceed .25% of the total volume of hazardous substances disposed of at the Site, or that the amount of hazardous substances contributed to the Site

by any of the Non-Federal De Minimis Settlors minus the amount of hazardous substances for which the United States has assumed responsibility pursuant to a government contract does not exceed .25% of the total volume of hazardous substances disposed of at the Site. EPA has further determined that, based on information currently available and the Maxey Flats Waste-in List (Revision 3), the amount of hazardous substances contributed to the Site by each Federal De Minimis Settlor does not exceed .25% of the total volume of hazardous substances disposed of at the Site, and that the toxic or other hazardous effects of the hazardous substances contributed to the Site by each of the Non-Federal and Federal De Minimis Settlors do not contribute disproportionately to the cumulative toxic or other hazardous effects of the hazardous substances at the Site.

E. EPA has further determined that the amount of hazardous substances contributed to the Site by each Non-Federal and Federal De Minimis Settlor and the toxic or other hazardous effects of the hazardous substances contributed to the Site by each of these parties are minimal in comparison to other contributions of hazardous substances at the Site.

F. The United States, the Settling Private Parties, and the Non-Federal De Minimis Settlors desire to enter into this Consent Decree settling claims among themselves by which the Federal and Non-Federal De Minimis Settlors pay the amounts stipulated herein for the purposes specified herein and are

protected from certain claims under the conditions set forth herein.

G. The Regional Administrator of the United States Environmental Protection Agency, Region IV ("Regional Administrator"), has determined that prompt settlement of this case is practicable and in the public interest.

H. The parties to this Consent Decree represent, and the Court finds by entering this Consent Decree, that the settlement of this case is made in good faith in an effort to avoid expensive and protracted litigation without any admission or finding as to liability for any purpose, and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, it is ORDERED, ADJUDGED, and DECREED as follows:

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. §§ 9613(b) and 9622(g)(4). This Court also has personal jurisdiction over the United States, the Settling Private Parties, and the Non-Federal De Minimis Settlors. Solely for purposes of this Consent Decree and the underlying complaint, the Settling Private Parties and the Non-Federal De Minimis Settlors waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District.

III. PARTIES BOUND

2. This Consent Decree shall apply to and be binding upon the United States, the Settling Private Parties, the Non-Federal De Minimis Settlors, and their successors and assigns. Any reorganization or change in the existence or authority of an agency or instrumentality of the United States or any change in ownership or corporate status of a Settling Private Party or Non-Federal De Minimis Settlor including, but not limited to, any transfer of assets or real or personal property shall in no way alter the responsibilities imposed by this Consent Decree. The Assistant Attorney General for the Environment and Natural Resources Division of the United States Department of Justice and each signatory for the non-federal parties to this Consent Decree represents that he or she is fully authorized to enter into the terms and conditions of the Consent Decree and to bind legally the party represented by him or her.

IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in the Exhibits attached hereto and incorporated hereunder, the following definitions shall apply:

The term "CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9601 et seq.

The term "Commonwealth" means the Commonwealth of Kentucky, its various State cabinets and agencies, and related entities including the State university system.

The term "Consent Decree" or "Decree" means this document and Exhibits 1, 2, 3, 4, 5, and 6, which are attached to this document.

The term "De Maximus Consent Decree" means the settlement lodged herewith to which the United States, the Commonwealth, and the Settling Private Parties are signatories.

The term "Day" means a calendar day unless expressly stated otherwise.

The term "EPA" means the United States Environmental Protection Agency and any successor departments or agencies of the United States.

The term "EPA's past response costs" means the costs incurred by the EPA with regard to this Site and for which EPA issued a demand by letter dated June 30, 1992. For the purpose of making the calculation under this Consent Decree, the EPA's past response costs are $5.8 million.

The term "estimated project costs" means, as of the date of execution of this Consent Decree, the present value estimate over the life of the project of all the costs incurred to perform the

remedy selected in the record of decision, including but not limited to the cost of design, procurement, initial remediation, purchase of the buffer zone, administration, and governmental oversight, and all costs of operating and maintaining the Site subsequent to initial remediation, including but not limited to the cost of cap and subsidence repair; maintenance of erosion control measures; leachate pumping, treatment, and disposal; maintenance of buffer zones, site security, and institutional controls; monitoring; and the cost of the final cap. For the purpose of making the calculation under this Consent Decree, the estimated project costs are $62.7 million.

The term "Federal De Minimis Settlors" means the federal agencies listed in Exhibit 1.

The term "Initial Remedial Phase" means that portion of the remedy identified in the Record of Decision as the Initial Closure Period, which consists of Tasks I-III and the performance monitoring requirements relating to Tasks I-III in Task V of Section IV of the Statement of Work.

The term "Maxey Flats De Minimis Group" means the companies or entities listed on Exhibit 2.

The term "Maxey Flats University Group" means the entities listed in Exhibit 3.

The term "Non-Federal De Minimis Settlors" means the companies or entities listed in Exhibit 4.

The term "Paragraph" means a portion of this Consent Decree identified by an arabic numeral or an upper case letter.

The term "Parties" means the United States, the Settling Private Parties, and the Non-Federal De Minimis Settlors.

The term "RCRA" means the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. § 6901 et seq., which is in effect on the date of entry of this Consent Decree.

The term "RI/FS costs" means the costs incurred by the Steering Committee or Settling Federal Agencies which are defined as expenses in paragraph 5(a) of the Fourth Amendment to and Extension of the Agreement between the Department of the Navy and the Maxey Flats Steering Committee dated March 23, 1987. For the purpose of making the calculation under this Consent Decree, the RI/FS costs are $9 million.

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

The term "Settlement Agreement" means the agreement between the Settling Private Parties and Settling Federal Agencies which is attached to the De Maximus Consent Decree as Appendix C.

The term "Settling Federal Agencies" means those agencies or departments of the United States identified in Appendix D of the De Maximus Consent Decree.

The term "Settling Private Parties" means those parties identified in Appendix E of the De Maximus Consent Decree.

The term "Site" means the Maxey Flats Disposal Superfund Site, encompassing approximately 280 acres, located on County Road 1895, approximately 10 miles northwest of the City of Morehead, in southeastern Fleming County, Kentucky and depicted

generally on the map attached as Appendix F of the De Maximus Consent Decree.

The term "United States" means the United States of America, including its agencies, departments, and instrumentalities.

The term "volumetric percentage" means the percentage attributable to a company, entity, or government agency on the Maxey Flats Waste-In List (Revision 3) except the government contractors identified on Exhibit 5. For these government contractors, the term "volumetric percentage" means the percentage of the government contractor on the Maxey Flats Waste-In List (Revision 3) minus the percentage which has been covered by the United States through indemnification, reimbursement, or assumption of responsibility as reflected on Exhibit 5.

V. PAYMENTS BY THE NON-FEDERAL DE MINIMIS SETTLORS

4. Within 30 days after lodging of the Consent Decree, each Non-Federal De Minimis Settlor shall elect one of the payment schedules described in Section VI by notifying the designated representative of the Settling Private Parties.

5. Within 30 days after lodging of the Consent Decree, the Maxey Flats University Group and the Maxey Flats De Minimis Group shall submit to the designated representative of the Settling Private Parties a list certifying the credit that each of their members should receive for their contributions to the respective Group. The total credit received by the combined members of the Maxey Flats University Group and Maxey Flats De Minimis Group shall not exceed $300,000. Each member of the Maxey Flats

Steering Committee established on February 26, 1987 which is a Non-Federal De Minimis Settlor shall receive a credit for the amount paid to the Maxey Flats Steering Committee.

6. Within 6 months after lodging of the Consent Decree or 30 days after the entry of the Consent Decree, whichever is earlier, and in accordance with the elections made pursuant to Paragraph 4, each Non-Federal De Minimis Settlor shall pay to the Maxey Flats De Minimis Trust the amount specified on Exhibit 4 minus the credit designated on the list submitted under Paragraph 5 according to the payment schedule set forth in Section VI. Unless otherwise agreed in writing by the Parties, payment shall be made by certified or cashier's check made payable to the Maxey Flats De Minimis Trust. The Maxey Flats De Minimis Trust will be established for the purpose of receiving, holding, investing, reinvesting, conserving, protecting, and disbursing the funds received from Non-Federal De Minimis Settlors and will pay costs of the Initial Remedial Phase or will reimburse EPA's costs under Section XIX of the De Maximus Consent Decree upon instruction from the designated representative of the Settling Private Parties. This trust is intended to be a qualified settlement fund pursuant to the provisions of Section 468B of the Internal Revenue Code. As provided in the De Maximus Consent Decree, the Settling Private Parties and the Settling Federal Agencies shall cause to be paid to the United States an amount equal to the volumetric percentage attributable to the Non-Federal De Minimis Settlors times $5.8 million.

7. The payments specified in Exhibit 4 are calculated according to the following formula:

[Volumetric percentage of the Non-Federal De Minimis Settlor x (EPA's past response costs + RI/FS costs)] + [Volumetric percentage of the Non-Federal De Minimis Settlor x Estimated Project Cost x 2.5]

VI. PAYMENT SCHEDULE FOR NON-FEDERAL DE MINIMIS SETTLORS

8. Each Non-Federal De Minimis Settlor shall pay the amount established under Section V in accordance with one of the following schedules: (a) the full amount shall be paid within 6 months of lodging of the Consent Decree or 30 days of the entry of the Consent Decree, whichever is earlier; or (b) fifty-five percent (55%) of the amount shall be paid within 6 months of lodging of the Consent Decree or 30 days of entry of the Consent Decree, whichever is earlier, and the remainder shall be paid fifteen months thereafter. In the event that the second schedule is selected, the Non-Federal De Minimis Settlor shall pay an additional amount equal to:

$$\left[\text{Remaining Payment} \times \frac{4\% + \text{Inflation Rate According to the Consumer Price Index}}{12} \times 15\right]$$

Furthermore, in the event that a Non-Federal De Minimis Settlor fails to make any payments required under this Consent Decree, the Non-Federal De Minimis Settlor will pay all of the costs incurred by the Settling Private Parties or United States in obtaining payment, including but not limited to attorneys fees, witness fees, and court costs.

VII. PAYMENT TERMS FOR FEDERAL DE MINIMIS SETTLORS

9. Within a reasonable time after entry of the Consent Decree, but not to exceed four months, each Federal De Minimis Settlor shall pay the amount specified in Exhibit 1. The payment shall be made in a manner mutually agreed upon by the Settling Private Parties and Settling Federal Agencies for the purpose of paying costs of the Initial Remedial Phase or the reimbursement of EPA's costs under Section XIX of the De Maximus Consent Decree. As provided in the De Maximus Consent Decree, the Settling Private Parties and the Settling Federal Agencies shall cause to be paid to the United States an amount equal to the volumetric percentage attributable to the Federal De Minimis Settlors times $5.8 million.

10. The payments found in Exhibit 1 are calculated according to the following formula:

[Volumetric percentage of the Federal De Minimis Settlor x (EPA's past response costs + RI/FS costs)] +
[Volumetric percentage of the Federal De Minimis Settlor x Estimated Project Cost x 2.5]

VIII. CERTIFICATION OF FEDERAL AND NON-FEDERAL DE MINIMIS SETTLORS

11. Each Federal and Non-Federal De Minimis Settlor certifies individually that, to the best of its knowledge and belief and based on a reasonable investigation, its volume is correctly represented on the Waste-In List (Rev. 3) and it is not aware of any information which may disqualify it as a de minimis settlor at this Site. In the event that a Federal or Non-Federal De Minimis Settlor discovers information indicating that its

volume is not correctly represented on the Waste-In List or that it no longer qualifies as a de minimis settlor at this Site, the Federal or Non-Federal De Minimis Settlor shall disclose such information to EPA and the Settling Private Parties.

IX. COVENANTS NOT TO SUE

12. Provided a Non-Federal De Minimis Settlor is in compliance with this Consent Decree, the Settling Private Parties covenant not to sue or to take any other civil action against a complying Non-Federal De Minimis Settlor for "Site Liability." "Site Liability" for the purposes of Section IX of this Consent Decree means any and all civil liability attributable to a Non-Federal De Minimis Settlor's volumetric percentage for reimbursement of response costs, injunctive relief, contribution, or indemnification pursuant to Sections 106, 107 or 113 of CERCLA, 42 U.S.C. §§ 9606, 9607, or 9613, Section 7003 of RCRA, 42 U.S.C. § 6973, state law, and the common law, with regard to the Site, unless the liability is specifically reserved under Section XII.

13. In consideration of the Settling Private Parties' covenant not to sue in Paragraph 12 of this Section, the Commonwealth's covenant not to sue in the De Maximus Consent Decree, and the Settling Federal Agencies' covenant not to sue in the Settlement Agreement, the Non-Federal De Minimis Settlors covenant not to assert any claims or causes of action against the Settling Private Parties, against the Commonwealth, or against

the United States for Site Liability, except for such claims which are not subject to assignment under Section XI.

14. In consideration of the payments that will be made by the Federal and Non-Federal De Minimis Settlors under Sections V and VII, and except as specifically provided in Section XII or this Paragraph, the United States covenants not to sue any Non-Federal De Minimis Settlor, and EPA covenants not to take administrative action against any Federal or Non-Federal De Minimis Settlor, for any and all civil liability for reimbursement of response costs or injunctive relief pursuant to Sections 106(a), 107(a) or 113(f) of CERCLA, 42 U.S.C. §§ 9606(a), 9607(a), or 9613(a), and Section 7003 of RCRA, 42 U.S.C. § 6973, relating to the Site. These covenants not to sue or to take administrative action shall take effect for the Federal and Non-Federal De Minimis Settlors upon their respective payments in accordance with Sections V, VI, and VII. These covenants extend to the Federal and Non-Federal De Minimis Settlors and do not extend to any other person.

15. The Settling Private Parties have given the Federal De Minimis Settlors a covenant not to sue, subject to certain reservations, which is set forth at Paragraph 7(b) of the Settlement Agreement between the Settling Federal Agencies and the Settling Private Parties, Appendix C to the De Maximus Consent Decree. The Commonwealth of Kentucky ("Commonwealth") has given the Federal De Minimis Settlors a covenant not to sue, subject to certain reservations, in Paragraph 11 of the De

Maximus Consent Decree. In consideration of these covenants, the Federal De Minimis Settlors hereby covenant not to sue the Settling Private Parties or the Commonwealth for any and all civil liability for contribution or indemnification pursuant to Sections 106, 107, or 113 of CERCLA, 42 U.S.C. §§ 9606, 9607, or 9613, or Section 7003 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6973, and the common law with regard to the Site. This covenant not to sue does not limit, condition, or otherwise affect any right to sue vested in the President or his delegate by CERCLA or any rights reserved to the United States or EPA in the De Maximus Consent Decree, nor does it broaden the covenants not to sue granted by the United States and the covenants not to take administrative action by EPA in the De Maximus Consent Decree. Furthermore, this covenant not to sue is expressly conditioned on the following: (a) the continued existence of the covenant not to take administrative action given the Federal De Minimis Settlors by EPA in this Consent Decree; (b) the continued contribution protection afforded the Federal De Minimis Settlors by this Consent Decree; (c) as to the Settling Private Parties, the existence of the covenant not to sue the Federal De Minimis Settlors by the Settling Private Parties; and (d) as to the Commonwealth, the existence of the covenant not to sue the Federal De Minimis Settlors by the Commonwealth. Should EPA's covenant not to take administrative action, the contribution protection afforded by this Consent Decree, or the Settling Private Parties' or the Commonwealth's covenant not to

sue the Federal De Minimis Settlors be conditioned, abrogated, limited, or withdrawn, this covenant of the Federal De Minimis Settlors shall be of no force or effect to the extent of such restriction of the covenant by EPA, contribution protection, or the covenant of the Settling Private Parties or the Commonwealth. In addition, the Federal De Minimis Settlors reserve, and this covenant is without prejudice to, all rights against the Settling Private Parties and the Commonwealth with respect to all other matters not specifically set forth herein, including, but not limited to, the following:

(a) claims reserved by the Settling Private Parties against the Federal De Minimis Settlors in the Settlement Agreement or by the Commonwealth in the De Maximus Consent Decree;

(b) criminal liability;

(c) liability for injury to, destruction of, or loss of natural resources for which there are federal trustees; and

(d) liability for response costs that have been or may be incurred by the United States Department of the Interior or the United States Department of Agriculture in their role as natural resource trustees.

16. As to the Department of Agriculture and the Department of the Interior, the covenant given by these agencies in Paragraph 15 of this Consent Decree is only given in those Departments' status as potentially responsible parties at the Maxey Flats Site, and not in their role as natural resource trustees. Any rights or claims of the Department of Agriculture

or the Department of the Interior resulting from their role as natural resource trustees are expressly reserved and unaffected by this covenant.

17. Nothing in this Consent Decree shall be deemed to constitute 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. In consideration of the covenants provided by the United States in Paragraph 14, the Non-Federal De Minimis Settlors agree not to assert any claims or causes of action against the United States or its contractors for any direct or indirect claim for reimbursement from the Hazardous Substance Superfund, (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through Sections 106(b)(2), 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9611, 9612 or 9613 or any claims arising from response activities at the Site.

X. INDEMNIFICATION

19. Provided a Non-Federal De Minimis Settlor is in compliance with this Consent Decree, the Settling Private Parties agree to be obligated jointly and severally to indemnify and hold harmless a complying Non-Federal De Minimis Settlor for any liability attributable to its volumetric percentage for response costs, natural resource damages of the Commonwealth of Kentucky, injunctive relief, or contribution under Sections 106, 107, or 113 of CERCLA 42 U.S.C. §§ 9606, 9607, or 9613, and Section 7003 of RCRA, 42 U.S.C. § 6973 relating to the Site (including

liability for claims made by the Commonwealth of Kentucky under these sections except as provided specifically hereunder). The indemnification does not apply to liability arising for:

(a) damages for injury to, destruction of, or loss of natural resources for which there is a federal trustee;

(b) response costs incurred by federal natural resource trustees;

(c) personal injury or property damage arising under statutory or common law;

(d) violations of federal or State law by a Non-Federal De Minimis Settlor;

(e) liability arising from the past, present, or future disposal, release, or threat of release of hazardous substances outside of the combined area of the Site and the contiguous area within which Site-derived contaminants exist as evidenced in the administrative record which serves as a basis for the remedy selection decision for the Site; and

(f) criminal fines or punishment;

provided, however, the indemnification will apply to the liabilities identified in (a)-(f) above to the extent that any of the liabilities or portions thereof is attributable to the performance of response activities which are within the control of the Settling Private Parties or their contractors or agents at the Site.

XI. ASSIGNMENT OF CLAIMS

20. By execution of this Consent Decree, each Non-Federal De Minimis Settlor assigns to the Settling Private Parties any present or future claims or causes of action relating to the cleanup, response, or other project activities at the Site or its surroundings, including but not limited to those for damages, response costs, natural resource damage claims resolved under this Consent Decree or the De Maximus Consent Decree, contribution, indemnity, or restitution, whether arising under CERCLA, RCRA, or any other federal or State statute, nuclear energy hazard insurance policy, quasi-contract, or the common law, provided that a Non-Federal De Minimis Settlor is not obliged to assign any contractual indemnification claim which may be asserted against a Settling Private Party if the claim is listed on Exhibit 6, any claim under a comprehensive general liability insurance policy, or any contractual indemnification claim which the Non-Federal De Minimis Settlor may have against the United States.

XII. RESERVATION OF RIGHTS

21. The covenants by the United States do not pertain to any matters other than those expressly specified therein. The United States reserves, and this Consent Decree is without prejudice to, all rights against the Non-Federal De Minimis Settlors with respect to all other matters, including, but not limited to, the following:

(a) claims based on failure to make the payments required in accordance with Sections V and VI;

(b) criminal liability;

(c) liability for damages for injury to, destruction of, or loss of natural resources for which there are federal trustees; and

(d) liability for response costs that have been or may be incurred by the United States Department of Interior or the United States Department of Agriculture in their role as natural resource trustees.

22. Nothing in this Consent Decree is intended to be nor shall it be construed as a release, covenant not to sue, or indemnification for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States may have against any Non-Federal De Minimis Settlor, or which the Settling Private Parties may have against a Federal or Non-Federal De Minimis Settlor, for its liability as a result of failure to make the payments required by Section V or VII of this Consent Decree.

23. The United States reserves, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action or to issue an administrative order seeking to compel a Non-Federal De Minimis Settlor (1) to perform response actions relating to the Site, or (2) to reimburse the United States for additional costs of response, if information not currently known to the United States is discovered which

indicates that the Non-Federal De Minimis Settlor contributed hazardous substances to the Site in such greater amount or of such greater toxic or other hazardous effects that the Non-Federal De Minimis Settlor no longer qualifies as a de minimis party because the Non-Federal De Minimis Settlor contributed greater than .25% of the hazardous substances at the Site or contributed disproportionately to the cumulative toxic or other hazardous effects of the hazardous substances at the Site.

24. EPA reserves, and this Consent Decree is without prejudice to, the right to issue an administrative order seeking to compel the Federal De Minimis Settlors to perform response actions relating to the Site if information not currently known to the United States is discovered which indicates that any Federal De Minimis Settlor contributed hazardous substances to the Site in such greater amount or of such greater toxic or other hazardous effects that the Federal De Minimis Settlor no longer qualifies as a de minimis party because the Federal De Minimis Settlor contributed greater than .25% of the hazardous substances at the Site or contributed disproportionately to the cumulative toxic or other hazardous effects of the hazardous substances at the Site.

25. In the event that information not currently known to EPA or the Settling Private Parties is discovered which indicates that any Non-Federal De Minimis Settlor contributed greater than .25% of the hazardous substances at the Site or contributed disproportionately to the cumulative toxic or other hazardous

~~disproportionately to the cumulative toxic or other hazardous~~ effects of the hazardous substances at the Site or the United States fails to indemnify, reimburse, or otherwise assume responsibility for some or all of the percentage stated on Exhibit 5 by a Non-Federal De Minimis Settlor to be the responsibility of the United States such that the Non-Federal De Minimis Settlor's share which is not resolved by the United States exceeds .25% and therefore the Non-Federal De Minimis Settlor no longer qualifies as a de minimis party at the Site, then the covenant not to sue, indemnification, and contribution protection in Sections IX, X, and XIII shall be null and void as to that particular Non-Federal De Minimis Settlor, and the United States or Settling Private Parties may seek and obtain further relief from such Non-Federal De Minimis Settlor. When this Paragraph operates to disqualify a Non-Federal De Minimis Settlor from the benefits to be otherwise derived by it under this Consent Decree or the De Maximus Consent Decree, such Non-Federal De Minimis Settlor may be added to the De Maximus Consent Decree upon approval by the parties thereto and the Court. Any moneys paid by or credited to such party under this Consent Decree shall be credited toward any amount ultimately adjudged or determined to be owing by such party for its CERCLA liability.

26. In the event that information not currently known to EPA or the Settling Private Parties is discovered which indicates that a Non-Federal De Minimis Settlor contributed a greater volume of hazardous substances than represented on the Maxey

Flats Waste-In List (Revision 3) but the volume contributed is still below .25%, the provisions of Sections VIII, IX, and XII shall not apply to the difference between the volume based on the newly discovered information and the volume represented on the Maxey Flats Waste-In List (Revision 3) until a payment is made to the Maxey Flats De Minimis Trust based on the formula in Section V as applied to such difference in volume.

27. Except with regard to the covenants provided to the Commonwealth under Section IX, nothing in this Consent Decree is intended as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the Settling Private Parties, the United States, or any Non-Federal De Minimis Settlor may have against any person, firm, corporation, or other entity not a signatory to this Consent Decree, provided however that this Paragraph will not affect the assignment made in Section XI.

28. The actions undertaken by the Federal and Non-Federal De Minimis Settlors in accordance with this Consent Decree do not constitute an admission of any liability by any Federal or Non-Federal De Minimis Settlor.

XIII. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION

29. Nothing in this Consent Decree or in the De Maximus Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a party to either this Consent Decree or the De Maximus Consent Decree. The preceding sentence shall not be construed to waive or nullify any

rights that any person not a signatory to this Consent Decree may have under applicable law.

30. With regard to claims for contribution against the Federal and Non-Federal De Minimis Settlors for matters addressed in this Consent Decree, the parties to this Consent Decree agree that the Federal and Non-Federal De Minimis Settlors are entitled to such protection from contribution actions or claims as provided by CERCLA Sections 113(f)(2) and 122(g)(5), 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5), for matters addressed in this Consent Decree. The matters addressed in this Consent Decree include any and all civil liability arising under Sections 106, 107(a), 113, 122(g)(5) of CERCLA, 42 U.S.C. §§ 9606, 9607(a), 9613, 9622(g)(5), and Section 7003 of RCRA, 42 U.S.C. § 6973, relating to the Site, unless the liability is specifically reserved in Section XII. A Federal or Non-Federal De Minimis Settlor is not entitled to and will not claim contribution protection unless it is in compliance with the terms of this Consent Decree.

XIV. NOTICES

31. Whenever, under the terms of this Consent Decree, written notice is to be given or a payment or 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. All notices and submissions shall be considered effective upon receipt, unless otherwise provided.

As to the United States:

Director, Waste Management Division
United States Environmental Protection Agency
Region IV
345 Courtland Street, N.E.
Atlanta, Georgia 30365

As to the Federal De Minimis Settlors:

Assistant Attorney General
Environment and Natural Resources Division
United States Department of Justice
10th and Pennsylvania Avenues
Washington, D.C. 20530

As to the Settling Private Parties:

Cindy Eramian
Hunton & Williams
Riverfront Plaza, East Tower
951 East Byrd Street
Richmond, VA 23219-4074

As to the Maxey Flats De Minimis Group:

Kevin Gaynor, Esq.
Vinson & Elkins
1455 Pennsylvania Ave., N.W.
Washington, DC 20004

As to the Maxey Flats University Group:

Kenneth R. Meade, Esq.
Hale and Dorr
1455 Pennsylvania Avenue, N.W.
Washington, D.C. 20004

32. The Non-Federal De Minimis Settlors and the Settling Private Parties agree not to oppose entry by the Court of this Consent Decree or the De Maximus Consent Decree or to challenge any provision of this Consent Decree or the De Maximus Consent Decree unless the United States has notified the Non-Federal De Minimis Settlors and the Settling Private Parties in writing that

it no longer supports entry of this Consent Decree or the De Maximus Consent Decree.

XV. EFFECTIVE DATE

33. As to the obligations of the Non-Federal De Minimis Settlors and the Settling Private Parties, the effective date of this Consent Decree shall be the date of lodging of this Consent Decree. As to the United States, the effective date shall be the date of entry of this Consent Decree. Should the Court not enter the Consent Decree, the amount paid by a Non-Federal De Minimis Settlor shall be promptly refunded within 30 days of the final order denying the motion to enter the Consent Decree and any amount repaid after this period shall be subject to interest running from the 30th day forward and calculated according to the formula:

$$\left[\text{Amount Paid} \times \frac{4\% + \text{Inflation Rate According to the Consumer Price Index}}{365} \times \text{Number of days after the 30th day}\right]$$

XVI. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

34. This Consent Decree shall be lodged with the Court for a period not less than thirty (30) days for public notice and comment. The United States may withdraw its consent to this Consent Decree if comments received disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. If for any reason the Court should fail to enter this Consent Decree and the De Maximus Consent Decree as lodged with the Court, both consent decrees are voidable at the sole discretion of any party.

SO ORDERED THIS _____ DAY OF _____, 19___.

_____
UNITED STATES DISTRICT JUDGE

INSTRUCTION PAGE

THE UNDERSIGNED PARTY enters into this De Minimis Consent Decree relating to the Maxey Flats Disposal Site.

FOR_____COMPANY, INC.[1]

_____
Date

_____
[Name - Please Type]
[Title - Please Type]
[Address - Please Type]

[1] A separate signature page must be signed by each corporation, individual or other legal entity that is entering into this Consent Decree as a Non-Federal De Minimis Settlor or Settling Private Party.

THE UNDERSIGNED PARTY enters into this Consent Order relating to the Maxey Flats Disposal Site.

FOR _____

_____ Date

_____ By

Exhibit 1

FEDERAL DE MINIMIS SETTLORS

Settlor	Volumetric Percentage	Payment
Dept. of Interior	.0028	$ 4,803.40
EPA	.0106	18,184.30
National Institute of Mental Health	.0032	5,489.60
National Institute for Standards & Testing	.0779	133,637.45
NIOSH	.0126	21,615.30
Smithsonian Institute	.0012	2,058.60
U.S. Bureau of Mines	.0006	1,029.30
U.S. Dept. of Agriculture	.0038	6,518.90
U.S. Food & Drug Administration	.0046	7,891.30
U.S. Geological Survey	.0007	1,200.85
U.S. Public Health Service	.2018	346,187.90
Veterans Administration Hospital	.1088	186,646.40

Exhibit 2

Maxey Flats De Minimis Group

AAI Corporation
(for Aircraft Armaments)
Abbott Laboratories
ADCO Services
(for Atomic Disposal)
Advance Transportation Co.
(for A&H Truck Line)
Aeronca, Inc.
Aeroprojects, Inc.
Aladdin Industries, Inc.
Albert Einstein Healthcare
Foundation
Alexander Blain Memorial Hospital
Allegheny General Hospital
American Can Co.
American Cast Iron Pipe Co.
American Machine & Foundry
American Oncological Hospital
Anchor Dyeing & Finishing Co.
ARA/Smith's Transfer
Arvin Industries, Inc.
(for Systems Research Labs)
Ashland Chemical Co.
Ashland Petroleum Co.
Associated Radiologists, Inc.
Atlantic City Medical Center
B. F. Goodrich Co.
Baptist Memorial Hospital (FL)
Barnesville Hospital
BASF Corp.
Bashline Hospital Assoc., Ltd.
Bausch & Lomb
Bay Medical Center
Beazer East, Inc.
(for Koppers Co.)
Bethany Medical Center
Bethesda Hospital, Inc.
(Cincinnati)
Bethlehem Steel Corp.
The BOC Group
(for Air Reduction Co.
& Airco Alloys & Carbide)
BoWater Carolina Corp.
Braddock General Hospital
Brandywine Hospital
(for Coatsville Hosp.)
BRT Inc. (for Huyck Felt)
Bulova Watch Co., Inc.
Campbell Soup Co.
Carnegie Institution of Washington
CBS, Inc.
Centre College
Charleston Memorial Hospital
Chemetron Chemicals
Chestnut Hill Hospital
Children's Hospital of Philadelphia
Children's Hospital (Columbus, OH)
Cities Service Oil & Gas Co.
Colgate-Palmolive Co.
Community Methodist Hospital
Dover General Hospital &
Medical Ctr
Dow Corning Corp.
Duplin General Hospital
Eaton Research Center
Eli Lilly & Co.
Emory University
Ethyl Corporation
Exxon Research & Engineering
(for Esso and Humble Oil Co.)
Fansteel, Inc.
Florida Dept. of Transportation
Ford Motor Co.
GAF Corporation
Gencorp Aerojet
(for Batesville Mfg.)
General Motors Corp.
Good Samaritan Hospital
(Dayton, OH)
Goodyear Tire & Rubber Co.
Greater Southeast Community
Hospital
(formerly Morris Cafritz Hospital)
Greene Memorial Hospital
Haverford College
Henry Ford Hospital
Honeywell, Inc.
Howard University
Hurley Hospital
IIT Research Institute
Incarnate Word Hospital
Industrial Process Co.
Institute for Cancer Research
Institute of Gas Technology
International Paper
(for Hammermill Paper Co. and
Old Colony Envelope)
Jackson Memorial Hospital

James V. Gamble Institute for Medical Research (for Christ Hospital)
Jeanes Hospital
Jewish Hospital, Inc. (WC Medicine)
Johns Hopkins University
Johnson Controls, Inc.
Johnston-Willis Hospital
Kettering Research Lab
Kimberly-Clark Corp.
King's Daughters' Medical Center
Laboratory Equipment Corp.
Lankenau Hospital
Lee Hospital
Leeds & Northrup
Lenoir Memorial Hospital
Lutheran Hospital of Indiana, Inc.
Maine Yankee Atomic Power Co.
Mallinckrodt, Inc.
Margaret R. Pardee Memorial Hospital
Medical College of Pennsylvania
Menorah Medical Center
Merck & Co., Inc.
Mercy Catholic Medical Center
Mercy Hospital Anderson (for Our Lady of Mercy Hospital)
Mercy Medical Center (Coon Rapids, MN)
Marion Merrell Dow Inc. (for William S. Merrell Co.)
Metropolitan Hospital
Miami Valley Hospital
Monsanto Co.
Morrison-Knudsen Corp.
Mother Francis Hospital
Mt. Sinai Hospital
Navistar International Transportation Corp. (for International Harvester)
Northern States Power
Nuclear Environmental Engineering
Nuclear Radiation Devel. Inc.
Nuclear Sources & Services, Inc.
Occidental Chemical Corp. (for Diamond Shamrock & Diamond Alkali)
Ohmart Corp.
Oklahoma Medical Research Foundation
Omaha Public Power District
Owens-Corning Fiberglass Corp.
Parkson Corp.
Penn State University
Pennwalt Corp.
Pharmacia, Inc. (for Electronucleonics)
Phillips Petroleum Co.
PPG Industries, Inc.
Pyrotonics, Division of Baker Industries
Quantum Chemical Corp. (for National Distillers and U.S. Industrial Chemicals Co.)
R. G. Thomas & Associates
Radiac Research Corp.
RAM Electronics, Inc.
Reid Memorial Hospital
Research Triangle Institute
Retreat Hospital
Rexham Corp. (for Speedring and National Spectrographic Laboratories)
Rhode Island Nuclear Science Center
Rhone-Poulenc Rorer Pharmaceuticals Inc. (for William H. Rorer, Inc.)
Rockford College
Roger Williams General Hospital
Rohm & Haas (for Warren-Teed Consolidated Biomedical Labs)
Saginaw General Hospital
Sandusky Memorial Hospital
Sealed Power Corp.
Searle Diagnostic Inc./ Searle Ref. Lab
Southeastern General Hospital
Standard Steel
St. Anthony Medical Center (IL)
St. Francis Health System
St. Jude Childrens Research Hospital
St. Louis Testing Labs, Inc.
St. Thomas Hospital
St. Vincent's Infirmary
Sterling Winthrop Research Lab
Stevens Institute of Technology
Suburban Community Hospital
Tampa General Hospital
Texas Instruments, Inc.
Theodore R. Schwalm, Inc.
Timken Mercy Medical Center
Todd Shipyards Corp.
Troxler Electronic Labs, Inc.
TRW, Inc.
University of Cincinnati
University of Maryland at Baltimore

University of Wisconsin-Madison
UpJohn Company
Vanderbilt University
W. R. Grace & Co.
Warner-Lambert Co.
Welding Engineers Inc.
Western Pennsylvania Hospital
Wisconsin Electric Power Co.
Wistar Institute
Xtek, Inc. (for Tool Steel Gear & Pinion Co.)

Exhibit 3

Maxey Flats University Group

Auburn University
Brown University
Bryn Mawr College
Carnegie-Mellon University
Case Western Reserve University
Catholic University
Clemson University
Columbia University
Drexel University and Institute of Technology
Duke University
George Washington University Hospital
Georgetown University Hospital
Jewish Hospital of St. Louis, The
Louisiana State University
Lycoming College
Massachusetts Institute of Technology
Michigan State University
Purdue University
Rutgers University
State University of New York
Tulane University
University of Alabama Systems
University of Arkansas
University of Chicago
University of Connecticut
University of Florida
University of Illinois
University of Miami
University of Michigan
University of Notre Dame
University of Oklahoma
University of Pennsylvania
University of South Carolina
University of Tennessee
University of Texas
Washington University
Wayne State University
West Virginia University
Wittenberg University
Yale University

Exhibit 4

NON-FEDERAL DE MINIMIS SETTLORS

Settlor	Volumetric Percentage	Payment
A&H Truck Line, Inc.	.0005	$ 857.75
Abbott Laboratories	.0532	91,264.60
Academy of Natural Sciences	.0074	12,694.70
Aeronca, Inc.	.0001	171.55
Aeroprojects, Inc.	.0002	343.10
Air Reduction Co.	.0002	343.10
Airco Alloys & Carbide	.0010	1,715.50
Aircraft Armaments	.0005	857.75
Aladdin Industries	.0105	18,012.75
Albert Einstein Medical Center	.0053	9,092.15
Alexander Blain Memorial Hospital	.0001	171.55
Allegheny General Hospital	.0235	40,314.25
Altoona Hospital	.0007	1,200.85
Aluminum Co. of America	.0021	3,602.55
American Can	.0001	171.55
American Cast Iron Pipe	.0001	171.55
American Machine & Foundry	.0001	171.55
American Oncological Hospital	.0076	13,037.80
American Red Cross	.0485	83,201.75
Amoco	.0013	2,230.15
Anchor Dyeing & Finishing	.0001	171.55
Ashland Chemical co.	.0011	1,887.05
Ashland Petroleum	.0011	1,887.05
Associated Radiologists	.0001	171.55
Associated Transport	.0035	6,004.25
AT&T	.0579	99,327.45
Atlantic City Hospital	.0018	3,087.90
Atomic Disposal	.0048	8,234.40
Auburn University	.0054	9,263.70
B. F. Goodrich Co.	.0039	6,690.45
Baltimore Gas & Electric Co.	.0103	17,669.65

Settlor	Volumetric Percentage	Payment
Baptist Memorial Hospital (FL)	.0001	171.55
Barnesville Hospital Assoc.	.0001	171.55
BASF Corp.	.0022	3,774.10
Bashline Hospital	.0001	171.55
Batesville Manufacturing Co.	.0001	171.55
Bausch & Lomb	.0001	171.55
Bay Medical Center	.0001	171.55
Bethany Medical Center	.0006	1,029.30
Bethesda Hospital (Cincinnati)	.0008	1,372.40
Bethesda Hospital (Zanesville)	.0007	1,200.85
Bethlehem Steel Corp.	.0004	686.20
Bowling Green State University	.0004	686.20
Bowman Gray School of Medicine	.0023	3,945.65
Bowater Carolina Corp.	.0002	343.10
Braddock General Hospital	.0002	343.10
Brown University	.0123	21,100.65
Bryn Mawr College	.0006	1,029.30
Buckeye Cellulose Corp.	.0001	171.55
Bulova Watch Co., Inc.	.0016	2,744.80
Campbell Soup Co.	.0007	1,200.85
Campbellsville College	.0001	171.55
Carnegie Institution of Washington	.0001	171.55
Carnegie Mellon University	.0046	7,891.30
Carolinas VA Nuclear Power	.0722	123,859.10
Case Western Reserve University	.0187	32,079.85
Caterpillar Inc.	.0047	8,062.85
Catholic University of America	.0001	171.55
CBS, Inc.	.0001	171.55
Central State Hospital	.0009	1,543.95
Centre College	.0002	343.10
CGER Medical Cooperation & Illinois Masonic Hospital	.0001	171.55

Settlor	Volumetric Percentage	Payment
Champion Spark Plug	.0001	171.55
Charleston Memorial Hospital	.0006	1,029.30
Chemetron Chemicals	.0072	12,351.60
Chestnut Hill Hospital	.0016	2,744.80
Chevron Corporation	.0163	27,962.65
Children's Hospital (Columbus, OH)	.0092	15,782.60
Children's Hospital of Phila.	.0156	26,761.80
Christ Hospital	.0005	857.75
Cincinnati General Hospital	.0085	14,581.75
Cincinnati Milacron	.0009	1,543.95
Citizens General Hospital	.0002	343.10
Clemson University	.0078	13,380.90
Cleveland Metro General Hospital	.0001	171.55
Coatsville Hospital	.0014	2,401.70
Colgate Palmolive Co.	.0003	514.65
Columbia University	.0484	83,030.20
Community Methodist Hospital	.0001	171.55
Cooper Airmotive	.0001	171.55
Dairyland Power	.0073	12,523.15
Dover General Hospital	.0001	171.55
Dow Corning	.0089	15,267.95
Drexel University	.0001	171.55
Duke University	.0356	61,071.80
Duplin General Hospital	.0001	171.55
Eaton Research Center	.0013	2,230.15
Electronucleonics, Inc.	.0009	1,543.95
Eli Lilly & Co.	.0009	1,543.95
Emory University	.0496	85,088.80
Ethyl Corporation	.0006	1,029.30
Exxon Research & Engineering	.0001	171.55
F.C. Smith Clinic	.0001	171.55
Fansteel, Inc.	.0069	11,836.95

Settlor	Volumetric Percentage	Payment
Florida A&M University	.0001	171.55
Florida Dept. of Transportation	.0001	171.55
Florida State University	.0001	171.55
Ford Motor Co.	.0003	514.65
Fordham University	.0003	514.65
GAF Corporation	.0013	2,230.15
General Motors	.0013	2,230.15
George Washington University Hosp.	.0001	171.55
Georgetown University Hospital	.0077	13,209.35
Georgia Institute of Technology	.0414	71,021.70
Girdler Chemical	.0213	36,540.15
Good Samaritan Hosp. (Dayton)	.0007	1,200.85
Good Samaritan Hosp. (Zanesville)	.0001	171.55
Goodyear Tire & Rubber	.0004	686.20
Grandview Hospital	.0034	5,832.70
Greene Memorial Hospital	.0001	171.55
Hahneman University	.0206	35,339.30
Hamilton Watch	.0053	9,092.15
Hammermill Paper Co.	.0001	171.55
Hartford Hospital	.0025	4,288.75
Haverford College	.0039	6,690.45
Henry Ford Hospital	.0121	20,757.55
Hillcrest Hospital	.0002	343.10
Honeywell, Inc.	.0113	19,385.15
Howard University	.0008	1,372.40
Humble Oil	.0001	171.55
Hurley Hospital	.0001	171.55
Huyck Felt	.0007	1,200.85
IIT Research Instittue	.0032	5,489.60
Incarnate Word Hospital	.0001	171.55
Indiana & Michigan Electric	.0252	43,230.60
Indiana University-Bloomington	.0012	2,058.60

Settlor	Volumetric Percentage	Payment
Industrial Process Co.	.0038	6,518.90
Institute for Cancer Research	.0196	33,623.80
Institute of Gas Technology	.0002	343.10
International Harvester	.0036	6,175.80
Interstate Uniform Services	.0223	38,255.65
Isotopic Analysis	.0013	2,230.15
Jackson Memorial Hospital	.0009	1,543.95
Jeanes Hospital	.0004	686.20
Jewish Hospital (wc Medicine)	.0001	171.55
Jewish Hospital of St. Louis	.0031	5,318.05
Johns Hopkins University	.0273	46,833.15
Johnson Controls, Inc.	.0001	171.55
Johnston Willis Hospital	.0001	171.55
Kenyon College	.0004	686.20
Kerr-McGee Corp.	.1617	277,396.35
Kettering Research Laboratory	.0013	2,230.15
Kimberly Clark	.0010	1,715.50
King's Daughters' Hospital	.0001	171.55
Koppers Co., Inc.	.0002	343.10
Laboratory Equipment Co.	.0001	171.55
Lankenau Hospital	.0229	39,284.95
Lee Hospital	.0008	1,372.40
Leeds & Northrup	.0001	171.55
Lehigh University	.0001	171.55
Lenoir Memorial Hospital	.0001	171.55
Louisiana State University	.0415	71,193.25
Lutheran Hospital of Indiana	.0001	171.55
Lycoming College	.0001	171.55
Maine Yankee	.1395	239,312.25
Mallenckrodt Iinc.	.1620	277,911.00
Mankato State University	.0010	1,715.50
Margaret R. Pardee Memorial Hosp.	.0001	171.55

Settlor	Volumetric Percentage	Payment
Martin Marietta Corp.	.0001	171.55
Massachusetts Institute of Tech.	.0032	5,489.60
McDonnell Douglas	.0017	2,916.35
Medical College of Pennsylvania	.0068	11,665.40
Medical College of Virginia	.0166	28,477.30
Memphis State University	.0018	3,087.90
Menorah Medical Center	.0001	171.55
Merck & Co.	.0284	48,720.20
Mercy Catholic Medical center	.0073	12,523.15
Mercy Hospital (Coon Rapids)	.0005	857.75
Mercy Hospital (Pittsburgh)	.0029	4,974.95
Methodist Evangelical Hospital	.0002	343.10
Metropolitan Hospital	.0012	2,058.60
Miami Valley Hospital	.0050	8,577.50
Miami University	.0001	171.55
Michigan State University	.0064	10,979.20
Miles, Inc.	.0449	77,025.95
Missouri Baptist Hospital	.0002	343.10
Molins Machine	.0001	171.55
Monsanto	.1123	192,650.65
Montefiore Hospital	.0017	2,916.35
Morris Cafritz Hospital	.0119	20,414.45
Morrison-Knudsen, Inc.	.0443	75,996.65
Mother Frances Hospital	.0002	343.10
Mt. Sinai Medical Center (OH)	.0003	514.65
Nalle Clinic	.0002	343.10
National Distillers	.0001	171.55
National Spectographic Lab	.0001	171.55
Nebraska Public Power District	.0323	55,410.65
North Hills Passavant Hospital	.0001	171.55
Northern States Power	.0719	123,344.45
Norton Children's Hospital	.0002	343.10

Settlor	Volumetric Percentage	Payment
Nuclear Environmental Engineering	.0151	25,904.05
Nuclear Pharmacy	.0001	171.55
Nuclear Radiation Developments	.0055	9,435.25
Nuclear Sources & Services, Inc.	.0189	32,422.95
Occidental Chemical Corp.	.0423	72,565.65
Ohio Agricultural Research & Dev. Center	.0035	6,004.25
Ohio State University	.1776	304,672.80
Ohio University	.0006	1,029.30
Ohmart Corp.	.0145	24,874.75
Oklahoma Medical Research	.0633	108,591.15
Old Colony Dayton Envelope Co.	.0001	171.55
Omaha Public Power District	.1124	192,822.20
Ortec, Inc.	.0001	171.55
Our Lady of Mercy Hopsital	.0003	514.65
Overnight Transportation	.0004	686.20
Oxy USA	.0001	171.55
Owens-Corning Fiberglas	.0001	171.55
Parkson Corporation	.0001	171.55
Penn Central Corporation	.0082	14,067.10
Pennsylvania Hospital	.0001	171.55
Pennsylvania State University	.0455	78,055.25
Pennwalt Corp.	.0015	2,573.25
Phillips Petroleum	.0016	2,744.80
Picker International	.1141	195,738.55
PPG Industries, Inc.	.0006	1,029.30
Proctor & Gamble	.0174	29,849.70
Purdue University	.0442	75,825.10
Pyrotronics	.0003	514.65
R. A. Miller Electronic Corp.	.0004	686.20
R. G. Thomas & Associates	.0003	514.65
Radiac Research Corp.	.0279	47,862.45

Settlor	Volumetric Percentage	Payment
Reid Memorial Hospital	.0002	343.10
Research Triangle Institute	.0039	6,690.45
Retreat Hospital	.0001	171.55
Reyolds Metals Co.	.0001	171.55
Rhode Island Nuclear Science Ctr	.0079	13,552.45
A. H. Robins Co., Inc.	.0015	2,573.25
Roche Biomedical	.0001	171.55
Rockford College	.0001	171.55
Roger Williams General Hospital	.0005	857.75
Roswell Park Memorial Institute	.0001	171.55
Rutgers University	.0608	104,302.40
St. Anthony's Medical Center (IL)	.0001	171.55
St. Anthony's Medical Center (KY)	.0001	171.55
St. Francis Hospital	.0001	171.55
St. Jude's Hospital	.0113	19,385.15
St. Louis Testing Laboratory	.0002	343.10
St. Louis University	.0001	171.55
St. Thomas Hospital	.0001	171.55
St. Vincent Infirmary	.0003	514.65
Saginaw General Hospital	.0005	857.75
Sandusky Memorial Hospital	.0001	171.55
Sealed Power Technologies	.0170	29,163.50
Searle Diagnostic Lab	.0249	42,715.95
Shadyside Hospital	.0015	2,573.25
Smith's Transfer	.0031	5,318.05
Solitron Devices, Inc.	.0001	171.55
South Hills Health Systems	.0001	171.55
Southeastern General Hospital	.0006	1,029.30
Speedring Corp.	.0006	1,029.30
Standard Oil	.0005	857.75
Standard Steel	.0003	514.65
State University of New York	.0056	9,606.80

Settlor	Volumetric Percentage	Payment
Sterling Winthrop Research Inst.	.0105	18,012.75
Stevens Institute of Technology	.0001	171.55
Suburban Community Hospital	.0001	171.55
Systems Research Labs	.0001	171.55
Tampa General Hospital	.0018	3,087.90
Tennessee Eastman	.0002	343.10
Texas Instruments	.0229	39,284.95
Texas Nuclear Corp.	.0013	2,230.15
Textron	.0376	64,502.80
Theodore R. Schwalm, Inc.	.0477	81,829.35
Thomas More College	.0001	171.55
Time, D.C.	.0006	1,029.30
Timken Mercy Medical Center	.0006	1,029.30
Todd Shipyards	.0923	158,340.65
Tool Steel Gear & Pinion Co.	.0201	34,481.55
TRW, Inc.	.0007	1,200.85
Troxler Electronic Lab	.0027	4,631.85
Tulane University	.0005	857.75
UNC Inc.	.0042	7,205.10
United Technologies Corp.	.0205	35,167.75
U.S. Industrial Chemicals	.0224	38,427.20
University of Alabama	.0123	21,100.65
University of Arkansas	.0183	31,393.65
University of Chicago	.0003	514.65
University of Cincinnati	.0109	18,698.95
University of Connecticut	.0698	119,741.90
University of Florida	.0174	29,849.70
University of Illinois at Urbana	.0636	109,105.80
University of Maryland	.0335	57,469.25
University of Miami	.0009	1,543.95
University of Michigan	.1775	304,501.25
University of Notre Dame	.0002	343.10

Settlor	Volumetric Percentage	Payment
University of Oklahoma	.0021	3,602.55
University of Pennsylvania	.1612	276,538.60
University of Pittsburgh	.2246	385,301.30
University of South Carolina	.0001	171.55
University of Tennessee	.0225	38,598.75
University of Texas	.0329	56,439.95
University of Wisconsin	.0006	1,029.30
Upjohn Company	.0119	20,414.45
Vanderbilt University	.0888	152,336.40
Victoreen, Inc.	.0003	514.65
VIMS	.0004	686.20
Virginia Baptist Hospital	.0001	171.55
W. R. Grace & Co.	.0339	58,155.45
Wagner Electric	.0006	1,029.30
Ward Trucking Corp.	.0006	1,029.30
Warner Lambert Co.	.0404	69,306.20
Warren Teed	.0044	7,548.20
Washington-Jefferson College	.0001	171.55
Washington University	.0012	2,058.60
Wayne State University	.1743	299,011.65
Welding Engineering	.0001	171.55
Welborn Clinic	.0001	171.55
West Penn Hospital	.0030	5,146.50
West Virginia University	.0074	12,694.70
Western Baptist Hospital	.0002	343.10
Weyerhaeuser	.0008	1,372.40
Wheeling Hospital	.0001	171.55
Wilkes College	.0004	686.20
William H. Rorer, Inc.	.0080	13,724.00
William S. Merrell Co.	.0010	1,715.50
Wisconsin Michigan Power	.0955	163,830.25
Wisconsin Public Service Corp.	.0162	27,791.10

Settlor	Volumetric Percentage	Payment
Wistar Institute	.0438	75,138.90
Wittenberg University	.0004	686.20
Woolrich Wollen Mills	.0001	171.55
Yale University	.2165	371,405.75
Yankee Atomic	.1989	341,212.95

Exhibit 5

DE MINIMIS SETTLORS WITH
PERCENTAGE COVERED BY THE GOVERNMENT

Settlor	Waste-In Percentage	Percentage Covered by Government	Volumetric Percentage
Carnegie-Mellon University	.5320	.5274	.0046
Chevron Corporation	.5320	.5157	.0163
Dairyland Power Cooperative	.0291	.0218	.0073
Martin-Marietta Corp.	.2315	.2314	.0001
United Nuclear Corp.	1.6730	1.6688	.0042

Exhibit 6

Non-Federal De Minimis Settlors
Reserving Contractual Indemnification Claims
Against Settling Private Parties

Claimant	Alleged Responsible PRP
Morrison-Knudsen	Westinghouse (Bettis)
Northern States Power	U.S. Ecology, Inc.
Wisconsin Michigan Power	Atcor/Chem-Nuclear Systems, Inc.