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

DOCKET CLERK NUMBER  DISTRICT COURT WEST. DIST. OF WISCONSIN  <b>AUG 13 1997</b>  CLERK NUMBER	12
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UNITED STATES OF AMERICA,	)
	)
and	)
	)
STATE OF WISCONSIN	)
	)
Plaintiffs,	)
	)
v.	)
	)
CITY OF STOUGHTON,	)
	)
Defendant.	)
	)
	)

Judge Crabb

Civil No. 96-C-887-C

CONSENT DECREE

I. BACKGROUND

A. Plaintiff United States of America ("United States"), on behalf of the United States Environmental Protection Agency ("U.S. EPA"), commenced this action pursuant to Sections 106 and 107 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9606 and 9607. Plaintiff State of Wisconsin commenced this action pursuant to Section 107

Copy of this document has been provided to: Attys Cameli, Peterson and Kuhlmann this 14<sup>th</sup> day of August, 1997 By J. Howe

Deputy Clerk

of CERCLA, 42 U.S.C. § 9607, and Section 292.31, Wisconsin Statutes, formerly 144.442, Wisconsin Statutes.

B. The complaint filed by plaintiff United States seeks reimbursement of costs incurred by the United States at the Stoughton Municipal Landfill site in Stoughton, Wisconsin (hereafter "the Site") and seeks performance of studies and response work by the Defendant at the Site in conformity with U.S. EPA's Record of Decision ("ROD") for the Site and the National Contingency Plan, 40 C.F.R. Part 300 (as amended) ("NCP"). The complaint filed by plaintiff State of Wisconsin seeks reimbursement of costs incurred by the State of Wisconsin at the Site.

C. The complaints allege that the Defendant is the current owner of the Site, that the Defendant owned the Site at the time of disposal of hazardous substances at the Site, that there was a release or threatened release of hazardous substances at the Site, and that these releases or threatened releases caused the United States and the State to incur response costs at the Site.

D. Plaintiffs and Defendant agree that a settlement of this action and the entry of this Consent Decree are in the public interest and that entry of this Consent Decree without further litigation is the most appropriate means of resolving the claims asserted by the United States and the State against Defendant in this action.

E. The remedial action will be implemented by EPA. The State will contribute fifty percent of the cost of the remedial action as its cost share. The purpose of this Consent Decree is

to provide for Defendant's payment of a share of the cost of the remedial action and the United States' and the States' other response costs. The Defendant's payment is based upon an analysis by the U.S. EPA and the State of the ability to pay of the Settling Defendant, as a municipality, after taking account of its other municipal responsibilities.

F. Other than the Defendant and those potentially responsible parties (PRPs) which have previously resolved their liabilities to the United States and the State for the Site, neither the United States nor the State has identified any other PRPs at the Site. Neither the United States nor the State has a present intention to bring suit against any other person to recover response costs incurred with respect to the Site or to compel performance of any response actions at the Site.

G. The Defendant by entering into this Consent Decree does not admit any liability to the Plaintiffs arising out of the transactions or occurrences alleged in the complaints.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED as follows:

## II. JURISDICTION AND VENUE

This Court has jurisdiction over the subject matter of this action and over the parties to this Decree, pursuant to Sections 106, 107(a) and 113(b) of CERCLA, 42 U.S.C. §§ 9606, 9607(a) and 9613(b), and pursuant to 28 U.S.C. §§ 1331 and 1345. The parties agree to be bound by the terms of this Decree. The complaint

filed by the United States states a claim upon which relief may be granted under Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a). The complaint filed by the State of Wisconsin states a claim upon which relief may be granted under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and Section 292.31 Wisconsin Statutes, formerly 144.442, Wisconsin Statutes.

Venue is proper in this Court pursuant to Section 113(b) of CERCLA, 42 U.S.C. § 9613(b), and 28 U.S.C. § 1391(b) and (c).

### III. DEFINITIONS

Terms not otherwise defined herein shall have their ordinary meaning unless defined in CERCLA or in the NCP, in which case the definition in CERCLA or the NCP shall control.

Whenever the following terms are used in this Decree, the following definitions apply:

"Consent Decree" or "Decree" means this Consent Decree and all appendices and exhibits hereto;

"Defendant" shall mean the City of Stoughton;

"Interest" shall mean interest at the rate specified for the year 1997 on investments of the Hazardous Substances Superfund established under subchapter A of chapter 98 of Title 26 of the U.S. Code, in accordance with 42 U.S.C. § 9607(a);

"Parties" shall mean the United States, the State of Wisconsin, and the City of Stoughton;

"Plaintiffs" shall mean the United States and the State of Wisconsin;

"Record of Decision" or "ROD" shall mean the U.S. EPA Record of Decision relating to the Site signed on September 30, 1991, by the Regional Administrator, EPA Region V, all changes and amendments to the ROD, and all attachments thereto;

"Response Action" shall mean all removal and remedial actions, including enforcement actions related thereto, conducted or to be conducted with regard to the Site by the United States, U.S. EPA, and the State pursuant to CERCLA or section 292.31 or 292.11, Wisconsin Statutes.

"Response Costs" shall mean all costs of Response Actions, including but not limited to, all pre-judgment interest, direct and indirect costs, whether incurred prior to or subsequent to the entry of this Consent Decree, incurred by the United States, U.S. EPA or the State of Wisconsin with regard to the Site;

"Selected Remedy" shall mean that remedy to be implemented at the Site selected by U.S. EPA in the ROD, and any changes or amendments to the ROD, as more fully described in the Statement of Work, the Remedial Design Plan and the Remedial Action Plan for the Site including but not limited to any decision(s) to remediate groundwater pursuant to the criteria regarding groundwater contingencies described in Section IX of the ROD;

"Settling Defendant" shall mean the City of Stoughton;

"Site" shall mean the property located in the City of Stoughton, as illustrated by Appendix A, which is attached hereto and incorporated in this Consent Decree;

"State" shall mean the State of Wisconsin;

"United States" shall mean the United States of America;

"U.S. EPA" shall mean the United States Environmental Protection Agency.

#### IV. PARTIES BOUND

1. This Consent Decree shall apply to and be binding upon the Settling Defendant, and upon its elected and appointed officials, employees, successors, and assigns in their official capacities. This Consent Decree also applies to and is binding upon the United States and the State of Wisconsin. Each person who executes this Consent Decree on behalf of the Settling Defendant certifies that he or she is fully authorized to enter into this Consent Decree and to execute and to bind legally the Settling Defendant to this Consent Decree. Settling Defendant agrees not to oppose entry of this Decree by the Court and not to challenge any provision of this Decree. Settling Defendant further agrees not to contest the Decree's validity in any subsequent proceeding arising from this Decree.

#### V. REIMBURSEMENT OF RESPONSE COSTS

2. As reimbursement of the United States' response costs, Settling Defendant shall pay to the United States the sum of \$750,000 in principal and interest, in three (3) equal annual installments. The first installment of \$250,000 shall be paid within thirty (30) days of entry of this Consent Decree (the Anniversary Date). The second installments shall be paid on or

before the Anniversary Date in 1998, and shall be the sum of \$223,764 plus accrued interest. The third installment shall be paid on or before the Anniversary Date in 1999, and shall be the sum of \$236,518 plus accrued interest. All payments to the United States shall be transmitted by Electronic Funds Transfer ("EFT" or wire transfer) to the U.S. Department of Justice lockbox bank, referencing CERCLA Site Identification number 05H2, DOJ number 90-11-2-784C, and the U.S.A.O. file number \_\_\_\_\_. Payment shall be made in accordance with instructions provided by the United States to the Settling Defendant after Settling Defendant's execution of the Consent Decree. Any EFTs received at the U.S. DOJ lockbox bank after 11:00 a.m. (Eastern Time) will be credited on the next business day.

3. On the same day that Settling Defendant makes its payments pursuant to the above paragraph, the Settling Defendant shall send notice of its payments to:

John H. Tielsch  
Assistant Regional Counsel  
U.S. Environmental Protection Agency  
Region V (C-29A)  
77 W. Jackson Blvd.  
Chicago, Illinois 60604-3590

William E. Muno  
Director, Superfund Division  
U.S. Environmental Protection Agency  
Region V  
77 W. Jackson Blvd.  
Chicago, Illinois 60604-3590

Joel M. Gross  
Chief, Environmental Enforcement Section  
United States Department of Justice  
Environment and Natural Resources Division  
Ben Franklin Station  
P.O. Box 7611

Washington, DC 20044

4. As reimbursement of the State's response costs, Settling Defendant shall pay to the State of Wisconsin the sum of \$750,000, in three (3) equal annual installments of \$250,000. The first installment shall be paid within thirty (30) days of entry of this Consent Decree (the Anniversary Date). The second and third installments shall be paid on or before the Anniversary Date in 1998 and 1999. All payments to the State shall be by certified check or cashier's check. Each check shall be made payable to the Wisconsin Department of Natural Resources and shall reference the Stoughton Municipal Landfill Site. Defendant shall forward each check to:

Mark Giesfeldt, Bureau Director  
RR-3  
Bureau of Remediation and Redevelopment  
Wisconsin Department of Natural Resources  
101 S. Webster Street  
Madison, Wisconsin 53707-7921

#### VI. ACCESS

5. Commencing upon the date the Defendant signs the Decree, the Defendant agrees to provide the United States, the State, and their authorized representatives, including U.S. EPA's and the State's contractors upon presentation of credentials, access at all reasonable times to the Site and any other property owned or controlled by Defendant to which access is required for



the purpose of conducting any activity related to this Consent Decree or to the Selected Remedy including, but not limited to:

- a. Verifying any data or information submitted to the United States or the State;
- b. Conducting investigations relating to contamination at or near the Site;
- c. Obtaining samples;
- d. Planning and implementing response actions at or near the Site;
- e. Operating and maintaining the Selected Remedy; and
- f. Assessing Defendant's compliance with the Decree.

6. Settling Defendant shall use best efforts to obtain for the United States, the State, and their respective representatives, including U.S. EPA's and the State's contractors, unrestricted access to properties adjacent to the Site for the purpose of conducting any activity related to this Consent Decree or to the Selected Remedy. U.S. EPA retains all rights, including its rights under CERCLA Section 104, 42 U.S.C. § 9604, to obtain access to any property for the purpose of conducting any activity related to this Consent Decree or to the Selected Remedy, and nothing in this Consent Decree shall preclude U.S. EPA from exercising its authority under CERCLA Section 104 or any other authority for obtaining access to any adjacent property at any time before or after entry of this Decree by the Court.

**VII. ACCESS TO INFORMATION**

7. For a period of ten years from entry of this consent decree, Settling Defendant shall provide to the United States and the State, upon request, copies of all documents and information within its possession, custody, or control or that of Settling Defendant's contractors or agents, relating to activities at the Site, including, but not limited to, correspondence, deeds, information relevant to facts concerning implementation of the Selected Remedy, or other documents or information related to the Site.

8. a. Settling Defendant may assert business confidentiality claims covering part or all of the documents or information submitted to Plaintiffs under this Consent Decree to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), 40 C.F.R. § 2.203(b) and NR 2.19, Wisconsin Administrative Code. Documents or information determined to be confidential by EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. Documents or information determined to be confidential by the State will be afforded the protection specified in NR 2.19, Wisconsin Administrative Code. If no claim of confidentiality accompanies documents or information when they are submitted to U.S. EPA and the State, or if U.S. EPA has notified Settling Defendant that the documents or information are not confidential under the standards of Section 104(e)(7) of CERCLA or NR 2.19, Wisconsin Administrative Code, the public may be given access to such

documents or information without further notice to Settling Defendants.

b. Settling Defendant may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Settling Defendant asserts such a privilege in lieu of providing documents, it shall provide the Plaintiffs with the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the contents of the document, record, or information; and (6) the privilege asserted by Settling Defendant. However, no documents, reports or other information created or generated pursuant to the requirements of the Consent Decree shall be withheld on the grounds that they are privileged.

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

#### VIII. INSTITUTIONAL CONTROLS

10. Settling Defendant shall draft, execute, and record deed restrictions acceptable to the United States which will

prohibit any future use of the Site which would be inconsistent with or detrimental to the Selected Remedy, including, but not limited to, prohibitions on the construction of structures on the fenced portion of the Site, prohibitions on locating drinking wells anywhere on Site or on property owned by the Defendant between the Western boundary of the Site and the Yahara River, as described in Appendices B and C, and prohibitions on the use of the fenced portion of the Site, as described on Drawing No. 6, Final Cover System, attached hereto as Appendix D, for recreational purposes. Such deed restrictions shall be substantially similar in form and content to the deed restrictions attached hereto as Appendices B and C.

#### **IX. STIPULATED PENALTIES**

11. If any amounts due to the United States or the State under this Consent Decree are not paid by the required date, the Settling Defendant shall pay as a stipulated penalty, \$100 per day for each day such payment is late.

12. All penalties shall begin to accrue on the day a violation occurs, and shall continue to accrue through the final day of the correction of the noncompliance. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

13. Following U.S. EPA's or the State's determination that Settling Defendant has failed to comply with a requirement of this Consent Decree, U.S. EPA or the State may give Settling

Defendant written notification of the same and describe the noncompliance. U.S. EPA or the State may send the Settling Defendant a written demand for the payment of the penalties. However, penalties shall accrue as provided in the preceding paragraph regardless of whether U.S. EPA or the State has notified the Settling Defendant of a violation.

14. All penalties owed to the United States hereunder shall be due and payable within 30 days of the Settling Defendant's receipt from U.S. EPA of a demand for payment of the penalties. All payments under this Section shall be paid by certified check made payable to "EPA Hazardous Substances Superfund," shall be mailed to U.S. EPA Superfund Accounting, P.O. Box 70753, Chicago, Illinois, 60673, and shall reference CERCLA Number Site/Spill ID Number 05H2 and DOJ Case Number 90-11-2-784C. Copies of check(s) paid pursuant to this Section, and any accompanying transmittal letter(s), shall be sent to the United States as provided in Section XV (Notice) of this Consent Decree.

15. All penalties owed to the State hereunder shall be due and payable within 30 days of the Settling Defendant's receipt from the State of a demand for payment of the penalties. All payments under this Section shall be paid by certified check or cashier's check made payable to the State of Wisconsin. Copies of check(s) paid pursuant to this Section, and any accompanying transmittal letter(s), shall be sent to the State as provided in Section XV (Notice) of this Consent Decree.

16. If Settling Defendant fails to pay stipulated penalties when due, the United States or the State may institute proceedings to collect the penalties, plus interest as defined in Section III. Settling Defendant shall pay interest on the unpaid balance, which shall begin to accrue on the date of demand made pursuant to paragraph 14 or 15.

17. Nothing in this Consent Decree shall be construed as prohibiting, altering, or in any way limiting the ability of the United States or the State to seek any other remedies or sanctions available by virtue of Settling Defendant's violation of this Decree including, but not limited to, penalties pursuant to Section 122(1) of CERCLA.

**X. COVENANT NOT TO SUE AND RESERVATION OF RIGHTS**

18. In consideration of the payments that will be made by the Settling Defendant under the terms of the Consent Decree, and except as specifically provided in Paragraphs 19, 21 and 22, the United States covenants not to sue or to take administrative action against Settling Defendant pursuant to Sections 106 and 107(a) of CERCLA relating to the Site, and the State covenants not to sue or to take administrative action against Settling Defendant pursuant to Section 107(a) of CERCLA and Sections 292.31 and 292.11, Wisconsin Statutes, relating to the Site. Except with respect to future liability, these covenants not to sue shall take effect upon entry of this Consent Decree, unless and until Settling Defendant fails to comply with the

requirements of Section V. (Reimbursement of Response Costs). With respect to future liability, these covenants not to sue shall take effect upon notice to Settling Defendant of completion of the Selected Remedy by U.S. EPA. These covenants not to sue are conditioned upon the complete and satisfactory performance by Settling Defendant of its obligations under this Consent Decree. These covenants not to sue extend only to the Settling Defendant and do not extend to any other person.

19. Notwithstanding any other provision of this Consent Decree, the United States and the State reserve, and this Consent Decree is without prejudice to, the right of either Plaintiff to institute proceedings in this action or in a new action, or the right of U.S. EPA to issue an administrative order seeking to compel Settling Defendant (1) to perform further response actions relating to the Site or (2) to reimburse the United States or the State for additional costs or response, if, subsequent to notice to Settling Defendant of completion of the Selected Remedy:

- (I) conditions at the Site, previously unknown to the U.S. EPA, are discovered, or
- (ii) information, previously unknown to U.S. EPA, is received, in whole or in part, after the notice of completion,

and these previously unknown conditions or this information together with other relevant information indicate that the Selected Remedy is not protective of human health or the environment.

20. For purposes of paragraph 19, the information and the conditions known to U.S. EPA shall include only that information and those conditions set forth in the Record of Decision and the administrative record supporting the Record of Decision, and any information received by U.S. EPA prior to notice of completion of the Selected Remedy.

21. The covenants not to sue by the United States set forth above pertain only to matters specified in paragraph 18. The United States expressly reserves, and this Decree shall be without prejudice to, all rights of the United States against the Settling Defendant with respect to all other matters, including, without limitation, any claims against the Settling Defendant under CERCLA for injunctive relief, for response costs, or for penalties or damages not covered by this Decree, including, without limitation, the following:

1. Claims of the United States for liability arising from the past, present or future disposal, release, or threat of release of hazardous substances outside of the Site;
2. Claims of the United States for liability for damages for injury to, destruction of, or loss of natural resources;
3. Claims for criminal liability;
4. Claims based on a failure by the Settling Defendant to meet any requirement of this Consent Decree;



5. Claims arising from claims against the United States by any person or entity for damages, reimbursement, or compensation arising from or relating to Settling Defendant's actions under this Decree; and
6. Claims of the United States for interest on the foregoing.

22. The covenants not to sue by the State set forth above pertain only to matters specified in Paragraph 18. The State expressly reserves, and this Decree shall be without prejudice to, all rights of the State against the Settling Defendant with respect to all other matters, including, without limitation, any claims against the Settling Defendant under CERCLA for response costs, or for penalties or damages not covered by this Decree, including, without limitation, the following:

1. Claims of the State for liability arising from the past, present or future disposal, release, or threat of release of hazardous substances outside of the Site;
2. Claims of the State for liability for damages for injury to or destruction of, or loss of natural resources;
3. Claims for criminal liability;
4. Claims based on a failure by the Settling Defendant to meet any requirement of this Consent Decree;

5. Claims arising from claims against the State by any person or entity for damages, reimbursement, or compensation arising from or relating to Settling Defendant's actions under this Decree; and

6. Claims of the State for interest on the foregoing.

23. In any subsequent administrative or judicial proceeding initiated by the United States or the State pursuant to Paragraphs 19, 21 or 22 for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Defendant shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States or the State in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this paragraph affects the enforceability of the covenants not to sue set forth in this Consent Decree.

24. Notwithstanding any other provision of this Consent Decree, the United States and the State retain all authority and reserve all rights to take any and all response actions authorized by law.

25. Nothing in this Consent Decree is intended as a covenant not to sue or a release from liability for any person or entity not a signatory to this Consent Decree. The United States and the State expressly reserve all claims, demands and causes of

action, both judicial and administrative, present, past, and future, in law and equity, against any person or entity not a party to this Decree for any matter arising at, or relating in any manner to, the Site.

**XI. COVENANTS BY SETTLING DEFENDANT**

26. Subject to the reservations in Paragraph 27, Settling Defendant hereby covenants not to sue and agrees not to assert any claims or causes of action against the United States or the State with respect to the Site or this Consent Decree, including, but not limited to, any claim for damages, reimbursement, or compensation arising from or on account of obtaining or maintaining access to or use of (by purchase, lease, condemnation, or otherwise) the Site or any other property. Settling Defendant also covenants not to sue and agrees not to assert any claims or causes of action against the United States or the State 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 CERCLA §§ 106(b)(2), 111, 112, or 113, or any other provision of law, any claim against the United States or the State, pursuant to CERCLA Sections 107 and 113 related to the Response Costs, or any claims arising out of response activities at or adjacent to the Site. 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). Except as stated in Paragraph 23, nothing in this

Consent Decree shall be deemed a waiver by Settling Defendant of its right to defend any claim made by the United States or the State which either has reserved under this Consent Decree.

27. The Settling Defendant reserves, and this Consent Decree is without prejudice to, claims against the United States, subject to the provisions of Chapter 171 of Title 28 of the United States Code, for money damages for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his office or employment under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. However, any such claim shall not include a claim for any damages caused, in whole or in part, by the act or omission of any person, including any contractor, who is not a federal employee as that term is defined in 28 U.S.C. § 2671; nor shall any such claim include a claim based on U.S. EPA's selection of response actions. The foregoing applies only to claims which are brought pursuant to any statute other than CERCLA and for which the waiver of sovereign immunity is found in a statute other than CERCLA;

#### **XII. CONTRIBUTION PROTECTION**

28. With regard to claims for contribution against Settling Defendant for Response Costs, the Parties hereto agree that, upon receipt by U.S. EPA and the State of the payments required by the

Consent Decree, Settling Defendant is entitled to protection from contribution actions or claims as provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2), for "matters addressed" in this settlement. "Matters addressed" shall mean all costs incurred and to be incurred by the United States, the State, or any other person in connection with Response Actions taken or to be taken in connection with the Site.

**XIII. CERTIFICATION OF SETTLING DEFENDANT**

29. Settling Defendant certifies that, to the best of its knowledge and belief, it has provided U.S. EPA all information currently in its possession, custody, or control, or in the possession, custody, or control of its officials, employees, contractors, or agents, which relates in any way to the ownership, operation, generation, treatment, composition, characteristics, transportation, or disposal of hazardous substances at or in connection with the Site, and that the information so provided accurately reflects Settling Defendant's best information about the kind and quantity of hazardous substances delivered by it to the Site or to another for transport to the Site. The Settling Defendant further certifies that it has provided to U.S. EPA a full and complete response to any U.S. EPA request for information pursuant to Section 104(e) of CERCLA, 42 U.S.C. § 9604(e). If this certification is subsequently determined to be false, the Settling Defendant shall pay stipulated penalties as provided in Section IX (Stipulated

Penalties) of this Decree. Such stipulated penalties shall not constitute liquidated damages and shall not in any way foreclose U.S. EPA from pursuing any other causes of action arising from Settling Defendant's false certification. If Settling Defendant discovers additional information or documents relating to the subjects identified above, Settling Defendant shall immediately notify U.S. EPA and the State, and shall provide the information or documents to U.S. EPA and the State, subject to the assertions of confidentiality available under Paragraph 8, above.

#### XIV. NOTICE

30. Whenever, under the terms of this Consent Decree, written notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, U.S. EPA, the State, and the Settling Defendant, respectively.

#### As to the United States:

Joel M. Gross  
Chief, Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611  
Ben Franklin Station

Washington, D.C. 20044  
Re: 90-11-2-784C

John H. Tielsch  
Assistant Regional Counsel  
United States Environmental Protection Agency  
Region V (C-29A)  
Chicago, Illinois 60604

Anthony Rutter  
Remedial Project Manager  
United States Environmental Protection Agency  
Region V (HSR-6J)  
Chicago, Illinois 60604

As to the State:

Linda Meyer  
Staff Attorney  
Bureau of Legal Service  
Mail Code LS/5  
Wisconsin Department of Natural Resources  
P.O. Box 7921  
Madison, Wisconsin 53707

Mark Giesfeldt  
Bureau Director  
Bureau of Remediation and Redevelopment  
Mail Code RR/3  
Wisconsin Department of Natural Resources  
101 S. Webster Street  
Madison, Wisconsin 53707

As to Settling Defendants:

Mayor Helen J. Johnson  
City of Stoughton  
381 E. Main Street  
Stoughton, WI 53589

Mr. Michael Skibinski  
City Attorney  
City of Stoughton  
384 E. Main Street  
P.O. Box 90  
Stoughton, WI 53589

**XV. RETENTION OF JURISDICTION**

31. The Court shall retain jurisdiction of this matter for the purpose of enforcing the terms of this Consent Decree.

**XVI. EFFECTIVE DATE**

32. This Consent Decree shall become effective upon the date of its entry by this Court.

**XVII. PUBLIC COMMENT**

33. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) days for public notice and comment in accordance with Section 122(d)(2) of CERCLA, 42 U.S.C. § 9622(d)(2), and 28 C.F.R. § 50.7. The United States and the State each reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts and considerations which indicate that the Consent Decree is inappropriate, improper, or inadequate. Settling Defendant consents to entry of this Consent Decree without further notice from Plaintiffs other than as required by the Federal Rules of Civil Procedure.

ENTERED this 12<sup>th</sup> day of August, 1997.

Barbara P. Crabb  
United States District Judge



THE UNDERSIGNED PARTIES enter into this Consent Decree in United States v. City of Stoughton and State of Wisconsin v. City of Stoughton, relating to the Stoughton Site.

FOR THE UNITED STATES OF AMERICA

5/1/97  
Date

By: [Signature]  
LOIS J. SCHIFFER  
Assistant Attorney General  
Environment and Natural Resources  
Division  
United States Department of Justice  
P.O. Box 7611  
Ben Franklin Station  
Washington, D.C. 20044

5/5/97  
Date

By: [Signature]  
JOSEPH MARTIN  
Trial Attorney  
Environmental Enforcement Section  
Environment and Natural Resources  
Division  
Ben Franklin Station  
P.O. Box 7611  
Washington, DC 20044  
(202) 514-2750

PEGGY ANN LAUTENSCHLAGER  
United States Attorney  
Western District of Wisconsin

6/5/97  
Date

By: [Signature]  
MARK CAMELI  
Assistant United States Attorney  
Western District of Wisconsin  
120 North Henry Street  
Room 420  
Madison, Wisconsin 53703

THE UNDERSIGNED PARTIES enter into this Consent Decree in United States v. City of Stoughton and State of Wisconsin v. City of Stoughton, relating to the Stoughton Site.

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

April 28, 1997  
Date

By: David V. Adamkus  
for VALDAS V. ADAMKUS  
Regional Administrator  
United States Environmental  
Protection Agency

4/4/97  
Date

By: John H. Tielsch  
JOHN H. TIELSCH  
Assistant Regional Counsel  
United States Environmental  
Protection Agency  
77 W. Jackson Boulevard  
Chicago, Illinois 60604-3590

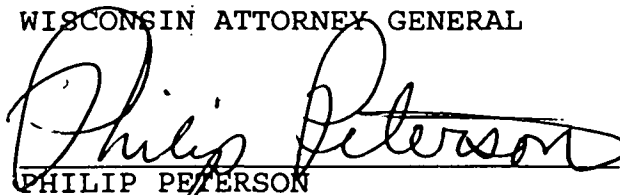
THE UNDERSIGNED PARTIES enter into this Consent Decree in United States v. City of Stoughton and State of Wisconsin v. City of Stoughton, relating to the Stoughton Site.

FOR THE STATE OF WISCONSIN

JAMES E. DOYLE  
WISCONSIN ATTORNEY GENERAL

May 28, 1997  
Date

By:

  
PHILIP PETERSON

Assistant Attorney General  
Wisconsin Department of Justice  
P.O. Box 7857  
Madison, Wisconsin 53707

The undersigned Settling Defendant hereby consents to the foregoing Consent Decree in United States v. City of Stoughton and State of Wisconsin v. City of Stoughton, on behalf of:

Settling Defendant, City of Stoughton, Wisconsin.

3/27/97  
Date

City of Stoughton  
Name of Settling Defendant

381 East Main Street  
Address

Stoughton, WI 53589  
City, State, Zip Code

608-873-6677  
Telephone Number

By: Helen J. Johnson  
Name of Officer (Type)

*Helen J. Johnson*  
Signature of Officer

Mayor  
Title

(Place corporate seal and acknowledgment of authority of officer to sign here)

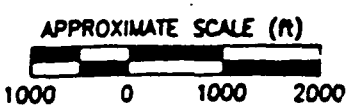
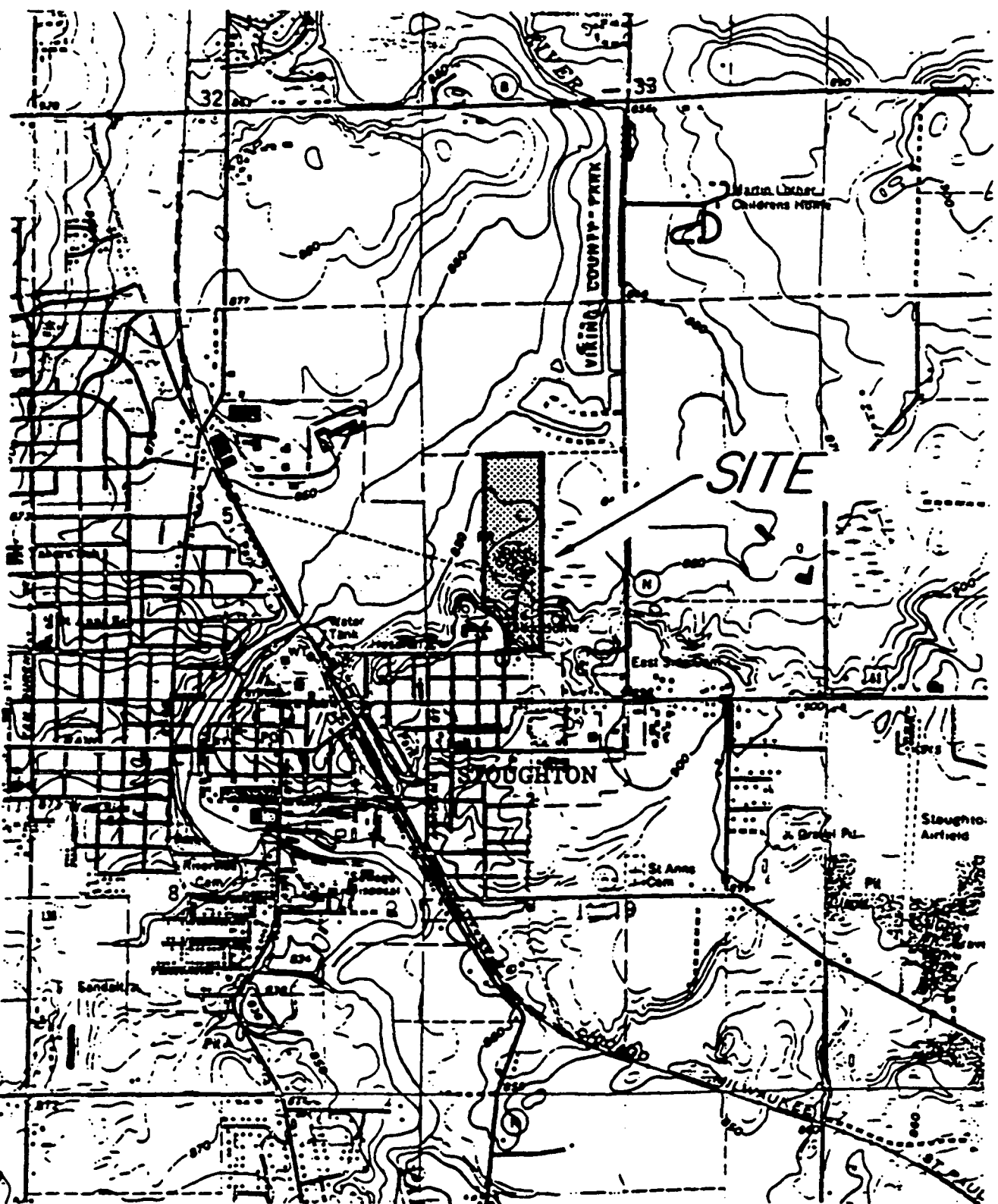
If different from above, the following is the name and address of this Settling Defendant's agent for service of process and the name and address of this Settling Defendant's counsel.

Agent for Service of Process

Attorney Walter Kuhlmann  
Name  
Boardman, Suhr, Curry & Field  
One S. Pinckney St.  
Address

Madison, WI 53703  
City, State, Zip Code

Prior Notice to all parties shall be provided by the above Settling Defendant of any change in its identify or address or its agent for service of process.



Ref.: USGS, 7.5-MINUTE STOUGHTON QUADRANGLE, DANE CO., WISCONSIN

**ENSR**<sup>TM</sup>  
ENSR CONSULTING AND ENGINEERING

FIGURE I-1  
**SITE LOCATION MAP**  
**STOUGHTON CITY LANDFILL**  
**STOUGHTON, WISCONSIN**

DRAWN: JDG	DATE: 3/6/90	PROJECT NUMBER: 6885-002
APPVD:	REVISED:	DRAWING NUMBER:

APPENDIX B

**DECLARATION OF RESTRICTIONS**

**In Re:** A part of the Northwest 1/4 and Northeast 1/4 of the Southwest 1/4, and a part of the Southwest 1/4 and the Southeast 1/4 of the Northwest 1/4 in Section 04, Township 05 North-Range 11 East, City of Stoughton, Dane County, Wisconsin more fully described as follows:

Commencing at the Southwest corner of said Section 04, T05N-R11E; Thence N02°00'55"W 693.20 along the West line of said Section 04 to the North right-of-way line of Ridge Street; Thence N89°44'15"E 3.93 feet along said North line; Thence N88°51'30"E 1302.95 feet along said North line of Ridge Street to the West right-of-way line of Amundson Parkway; Thence N01°41'46"W 890.08 feet along the West right-of-way line of Amundson Parkway to the point of beginning of this description;

Thence N75°08'00"W 527.77 feet;

Thence N02°04'20"W 946.60 feet to the East-West Quarter line of Section 04;

Thence continuing N02°04'20"W 668.49 feet;

Thence N89°10'07"E 683.24 feet;

Thence S02°54'40"E 667.82 feet to the East-West Quarter line of Section 04;

Thence S02°04'20"E 1143.57 feet;

Thence N75°08'00"W 196.52 feet to the point of beginning of this description;

This parcel contains 1,183,668 square feet or 27.17 acres.

Tax Parcel No. 58-0511-043-8500-5;58-0511-042-9340-8

**WHEREAS**, the City of Stoughton, a Wisconsin Municipal Corporation, is the owner of the above-described property; and

**WHEREAS**, it is the desire and intention of the property owner to impose on the property restrictions which are consistent with Section VIII of the Consent Decree entered by the District Court of the Western District of Wisconsin in United States of America v. City of Stoughton, Case No. 96C887C and the Record of Decision (ROD) adopted by the United States Environmental Protection Agency (U.S. EPA) for the Stoughton Municipal Landfill;

**NOW, THEREFORE**, by this instrument there are created, declared and established at the property the following restrictive covenants and requirements, which shall, unless amended, run with the land and remain in full force and effect from the date hereof, irrespective of any sale, conveyance, alienation, or other transfer of any interest or estate in such property.

1. **Restrictions on the Property.** The following restrictions shall apply to the property:
  - a. No water wells, other than monitoring wells, shall be located on the property.

- b. Owner shall not use the property or take any action at the property that may interfere with the performance of remedial work required by the Consent Decree or the Record of Decision.
- c. Owner shall not take any activity on the property which may damage or impair the effectiveness of any remedial action component constructed for or installed pursuant to the Consent Decree or the ROD.
- d. No buildings, wells, pipes, roads, ditches or any other structures shall be installed, constructed, removed or used within the area which is both (i) located on the property, and (ii) within the fence installed pursuant to the ROD, except as approved by the U.S. EPA as consistent with the Consent Decree and the ROD.
- e. No recreational use within the fence installed pursuant to the ROD.
- f. There shall be no residential use of the property.

2. **Termination of Restrictions.** These restrictions shall continue in full force and effect until all remedial action, clean-up, and performance standards have been met at the Stoughton Municipal Landfill, or until such time as the U.S. EPA issues a determination in writing, or the court rules to either modify or terminate the restrictions, in response to a petition from the owner(s) of the property, as provided below.

3. **Enforcement of Restrictions.** The owner, its successors and assigns, at any time violates, threatens or attempts to violate, or fails to faithfully observe or perform each of the foregoing restrictions and covenants upon the property, it shall be lawful for U.S. EPA, the State of Wisconsin or the City of Stoughton, in addition to other remedies available under law or equity, to institute and prosecute appropriate proceedings, judicial or other, at law or in equity for the wrong done, threatened or attempted.

4. **Copy of Restrictions.** A copy of these restrictions shall be provided by the owner(s) of the property to all respective successors, assigns and transferee of the property.

5. **Petition to Modify or Terminate Deed Restrictions.** The owner(s) of the property may petition the Regional Administrator of the U.S. EPA, Region V, or his or her delegate, to modify or terminate the deed restrictions. Any petition for modification or termination shall state the specific provision sought to be modified or terminated and any proposed additional uses of the property. Any proposed modification or terminations must not be inconsistent with the requirements set forth in the Consent Decree.

The property owner(s) shall provide to the City of Stoughton and the State of Wisconsin a copy of any petition for modification or termination of deed restriction submitted to the U.S. EPA. Any party may object to the proposed use of the property on the grounds that such use is not consistent with the Consent Decree, or may result in human exposure to exceedances of the clean-up standards required by the Record of Decision. Any party so objecting shall notify the owner(s) of the property, the U.S. EPA, and the State of Wisconsin in writing, within thirty (30) days of receipt of the petition. The Regional Administrator may allow or deny the owner's petition for modification or termination in whole or in part.

6. **Severability.** If any provision of this Declaration of Restriction is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provision hereof. All such other provisions shall continue unimpaired in full force and effect.

7. **Conflict of Laws.** If any provision of this Declaration of Restrictions is also the subject of any law or regulation established by any federal, state or local government, the stricter of the two standards shall prevail.

8. **Harmonious Construction.** No provision of this Declaration of Restriction shall be construed so as to violate any applicable zoning laws, regulations or ordinances. If any such conflict does arise, the applicable zoning laws, regulations or ordinances shall prevail, unless they are inconsistent with CERCLA.

The undersigned person executing this Declaration of Restrictions on behalf of the owner of the property represents and certifies that she is duly authorized and has been fully empowered to execute this Declaration.

IN WITNESS WHEREOF, the owner of the property has caused this Declaration of Restrictions to be executed on this \_\_\_\_ day of \_\_\_\_\_, 1997.

OWNER  
City of Stoughton

By: \_\_\_\_\_  
Helen J. Johnson, Mayor

By: \_\_\_\_\_  
Judy A. Kinning, Clerk

STATE OF WISCONSIN )  
                                    ) ss.  
COUNTY OF DANE )

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 1997.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission \_\_\_\_\_

This document was drafted by and after recording should be returned to:  
Lawrie J. Kobza  
Boardman, Suhr, Curry & Field  
P.O. Box 927  
Madison, WI 53701-0927

F:\DOCS\WD\20217\2\LJK0530.WPD



APPENDIX C

**DECLARATION OF RESTRICTIONS**

**In Re:** A part of the Southwest 1/4 of the Northwest 1/4 and a part of the Northwest 1/4 of the Southwest 1/4 in Section 04, Township 05 North-Range 11 East, City of Stoughton, Dane County, Wisconsin more fully described as follows:

Commencing at the Southwest corner of said Section 04, T05N-R11E;

Thence N02°00'55"W 693.20 along the West line of said Section 04 to the North right-of-way line of Ridge Street; Thence N89°44'15"E 3.93 feet along said North line; Thence N88°51'30"E 1302.95 feet along the North line of Ridge Street to the West right-of-way line of Amundson Parkway; Thence N01°41'46"W 890.08 feet along the West right-of-way line of Amundson Parkway; Thence N75°08'00"W 527.77 feet to the point of beginning of this description;

Thence continuing N75°08'00"W 837.24 feet;

Thence N01°56'41"W 1072.41 feet more or less to the centerline of the bed of the Yahara River;

Thence in a Northeasterly direction along said riverbed centerline N49°33'49"E 495.65 feet more or less to the North line of the South 1/2 of the Northwest 1/4;

Thence N89°10'07"E 410 feet more or less along said North line to a point which is N02°04'20W 1615.01 feet from the point of beginning.

Thence S02°04'20"E 668.49 feet to the East-West Quarter line;

Thence continuing S02°04'20"E 946.60 feet to the point of beginning of this description.

This parcel contains approximately 1,139,371 square feet or 26.2 acres.

Tax Parcel No. 58-0511-043-8600-4;58-0511-042-9190-0

**WHEREAS**, the City of Stoughton, a Wisconsin Municipal Corporation, is the owner of the above-described property; and

**WHEREAS**, it is the desire and intention of the property owner to impose on the property restrictions which are consistent with Section VIII of the Consent Decree entered by the District Court of the Western District of Wisconsin in United States of America v. City of Stoughton, Case No.96C887C and the Record of Decision (ROD) adopted by the United States Environmental Protection Agency (U.S. EPA) for the Stoughton Municipal Landfill located to the east of the property;

**NOW, THEREFORE**, by this instrument there are created, declared and established at the property the following restrictive covenants and requirements, which shall, unless amended, run with the land and remain in full force and effect from the date hereof, irrespective of any sale, conveyance, alienation, or other transfer of any interest or estate in such property.

1. **Restrictions on the Property.** The following restrictions shall apply to the property:

- a. No water wells, other than monitoring wells, shall be located on the property.
- b. No buildings, wells, pipes, roads, ditches or any other structures shall be installed, constructed, removed or used within the area which is both (i) on the property and (ii) within the fence installed pursuant to the ROD, except as approved by the U.S. EPA as consistent with the Consent Decree and the ROD.
- c. No recreational use within the fence installed pursuant to the ROD.

2. **Termination of Restrictions.** These restrictions shall continue in full force and effect until all remedial action, clean-up, and performance standards have been met at the Stoughton Municipal Landfill, or until such time as the U.S. EPA issues a determination in writing, or the court rules to either modify or terminate the restrictions, in response to a petition from the owner(s) of the property, as provided below.

3. **Enforcement of Restrictions.** The owner, its successors and assigns, at any time violates, threatens or attempts to violate, or fails to faithfully observe or perform each of the foregoing restrictions and covenants upon the property, it shall be lawful for U.S. EPA, the State of Wisconsin or the City of Stoughton, in addition to other remedies available under law or equity, to institute and prosecute appropriate proceedings, judicial or other, at law or in equity for the wrong done, threatened or attempted.

4. **Copy of Restrictions.** A copy of these restrictions shall be provided by the owner(s) of the property to all respective successors, assigns and transferee of the property.

5. **Petition to Modify or Terminate Deed Restrictions.** The owner(s) of the property may petition the Regional Administrator of the U.S. EPA, Region V, or his or her delegate, to modify or terminate the deed restrictions. Any petition for modification or termination shall state the specific provision sought to be modified or terminated and any proposed additional uses of the property. Any proposed modification or terminations must not be inconsistent with the requirements set forth in the Consent Decree.

The property owner(s) shall provide to the City of Stoughton and the State of Wisconsin a copy of any petition for modification or termination of deed restriction submitted to the U.S. EPA. Any party may object to the proposed use of the property on the grounds that such use is not consistent with the Consent Decree, or may result in human exposure to exceedances of the clean-up standards required by the Record of Decision. Any party so objecting shall notify the owner(s) of the property, the U.S. EPA, and the State of Wisconsin in writing, within thirty (30) days of receipt of the petition. The Regional Administrator may allow or deny the owner's petition for modification or termination in whole or in part.

6. **Severability.** If any provision of this Declaration of Restriction is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provision hereof. All such other provisions shall continue unimpaired in full force and effect.

7. **Conflict of Laws.** If any provision of this Declaration of Restrictions is also the subject of any law or regulation established by any federal, state or local government, the stricter of the two standards shall prevail.

8. **Harmonious Construction.** No provision of this Declaration of Restriction shall be construed so as to violate any applicable zoning laws, regulations or ordinances. If any such conflict does arise, the applicable zoning laws, regulations or ordinances shall prevail, unless they are inconsistent with CERCLA.

The undersigned person executing this Declaration of Restrictions on behalf of the owner of the property represents and certifies that she is duly authorized and has been fully empowered to execute this Declaration.

IN WITNESS WHEREOF, the owner of the property has caused this Declaration of Restrictions to be executed on this \_\_\_\_ day of \_\_\_\_\_, 1997.

**OWNER**  
City of Stoughton

By: \_\_\_\_\_  
Helen J. Johnson, Mayor

By: \_\_\_\_\_  
Judy A. Kinning, Clerk

STATE OF WISCONSIN)  
                                  ) ss.  
COUNTY OF DANE )

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 1997.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission \_\_\_\_\_

This document was drafted by and after recording should be returned to:  
Lawrie J. Kobza  
Boardman, Suhr, Curry & Field  
P.O. Box 927  
Madison, WI 53701-0927

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ATTACHMENT TO CONSENT DECREE

**SITE ACCESS AGREEMENT**

(Re: Paragraph 5 of Consent Decree for Stoughton Landfill)

This Site Access Agreement is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 1997, by and between the City of Stoughton, Dane County, Wisconsin, a Municipal Corporation, (hereafter "City"), the United States of America (hereafter "United States"), and the State of Wisconsin (hereafter "State").

**WHEREAS**, the City owns a parcel of real property located to the west of the Stoughton Municipal Landfill and to the east of the Yahara River, more specifically described in the legal description set forth in Exhibit A (hereafter "Property"); and

**WHEREAS**, the United States and State will be taking certain remedial actions on the Stoughton Municipal Landfill site located to the east of the Property in accordance with the Consent Decree approved by the Federal District Court in United States v. City of Stoughton, Case No. 96C887C, Western District of Wisconsin, and the Record of Decision for the Stoughton Municipal Landfill; and

**WHEREAS**, the United States and State needs access to the Property in order to facilitate the remediation of the Stoughton Municipal Landfill; and

**WHEREAS**, in the Consent Decree the City has agreed to give such access;

**NOW, THEREFORE**, in accordance with the Consent Decree and in order to facilitate the United States' and the State's remediation of the Stoughton Municipal Landfill, the parties agree as follows.

1. **Right of Access.** Except as provided in paragraph two, the City of Stoughton hereby grants, warrants, and conveys to the United States, its employees, agents, contractors, and subcontractors, and to the State, its employees, agents, contractors, and subcontractors, access to the Property at all reasonable times for the sole purposes of:

- a. gaining access to the Stoughton Municipal Landfill, placing construction equipment on the Property, placing and/or constructing one or more offices or construction trailers on the Property, and constructing a temporary access road, until the construction on the Stoughton Municipal Landfill performed pursuant to the Record of Decision is completed; and
- b. constructing and maintaining monitoring wells on the Property, and constructing, sampling and maintaining extraction wells on the Property (if required by the Record of Decision), and constructing a groundwater treatment facility on the Property (if required by the Record of Decision), until the completion of the remediation performed pursuant to the Record of Decision.

2. **No Access to Area Near Path.** If a public bike or pedestrian path is subsequently located or built on the Property, U.S. EPA and WDNR will use their best efforts to avoid interference with such paths.

3. **Notice.** The United States and the State shall give the City prior notice of its intent to enter the Property whenever it is practicable to do so, and in advance of the entry to the extent reasonable and practicable. Such notice shall be not less than fourteen (14) days with regard to the commencement of major construction on the Property.

4. **Restoration of Property after Activities are Completed.** Upon completion of the activities, the United States and the State shall restore the Property to the condition similar to its condition at the time the United States and State first accessed the Property.

5. **Successors and Assigns.** This Agreement shall be binding upon the U.S., the State and the City, and their respective successors and assigns.

In WITNESS WHEREOF, the parties have caused this Agreement to be duly executed.

City of Stoughton

By: \_\_\_\_\_  
Helen J. Johnson, Mayor

By: \_\_\_\_\_  
Judy A. Kinning, Clerk

United States of America

By: \_\_\_\_\_  
Printed Name \_\_\_\_\_

State of Wisconsin

By: \_\_\_\_\_  
Printed Name \_\_\_\_\_

## EXHIBIT A TO SITE ACCESS AGREEMENT

A part of the Southwest 1/4 of the Northwest 1/4 and a part of the Northwest 1/4 of the Southwest 1/4 in Section 04, Township 05 North-Range 11 East, City of Stoughton, Dane County, Wisconsin more fully described as follows:

Commencing at the Southwest corner of said Section 04, T05N-R11E;

Thence N02°00'55"W 693.20 along the West line of said Section 04 to the North right-of-way line of Ridge Street; Thence N89°44'15"E 3.93 feet along said North line; Thence N88°51'30"E 1302.95 feet along the North line of Ridge Street to the West right-of-way line of Amundson Parkway; Thence N01°41'46"W 890.08 feet along the West right-of-way line of Amundson Parkway; Thence N75°08'00"W 527.77 feet to the point of beginning of this description;

Thence continuing N75°08'00"W 837.24 feet;

Thence N01°56'41"W 1072.41 feet more or less to the centerline of the bed of the Yahara River;

Thence in a Northeasterly direction along said riverbed centerline N49°33'49"E 495.65 feet more or less to the North line of the South 1/2 of the Northwest 1/4;

Thence N89°10'07"E 410 feet more or less along said North line to a point which is N02°04'20"W 1615.01 feet from the point of beginning.

Thence S02°04'20"E 668.49 feet to the East-West Quarter line;

Thence continuing S02°04'20"E 946.60 feet to the point of beginning of this description.

This parcel contains approximately 1,139,371 square feet or 26.2 acres.

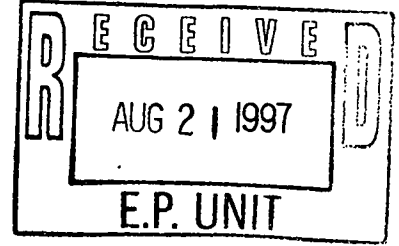
Tax Parcel No. 58-0511-043-8600-4;58-0511-042-9190-0

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*Meyer*

Office of the Clerk  
**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WISCONSIN**

120 North Henry Street, Room 320  
Post Office Box 432  
Madison, Wisconsin 53703  
608-264-5156



August 20, 1997

Mark Cameli  
Assistant United States Attorney  
Western District of Wisconsin  
660 West Washington Avenue, #200  
Madison, WI 53703

Philip Peterson  
Assistant Attorney General  
Wisconsin Department of Justice  
P.O. Box 7857  
Madison, WI 53707

Walter Kuhlmann  
Boardman, Suhr, Curry & Field  
P.O. Box 927  
Madison, WI 53701-0927

RE: United States of America & State of Wisconsin v. City of Stoughton  
Case No. 96-C-0887-C

Gentlemen:

A copy of the fully executed Consent Decree was sent to you on August 14, 1997. We had inadvertently neglected to attach Appendix D to the document, however. Enclosed, therefore, please find a complete copy of the Consent Decree with Appendix D attached (last page of document). We apologize for any inconvenience this oversight may have caused you.

If you have any questions in this regard or if we can be of any further assistance, please feel free to contact us.

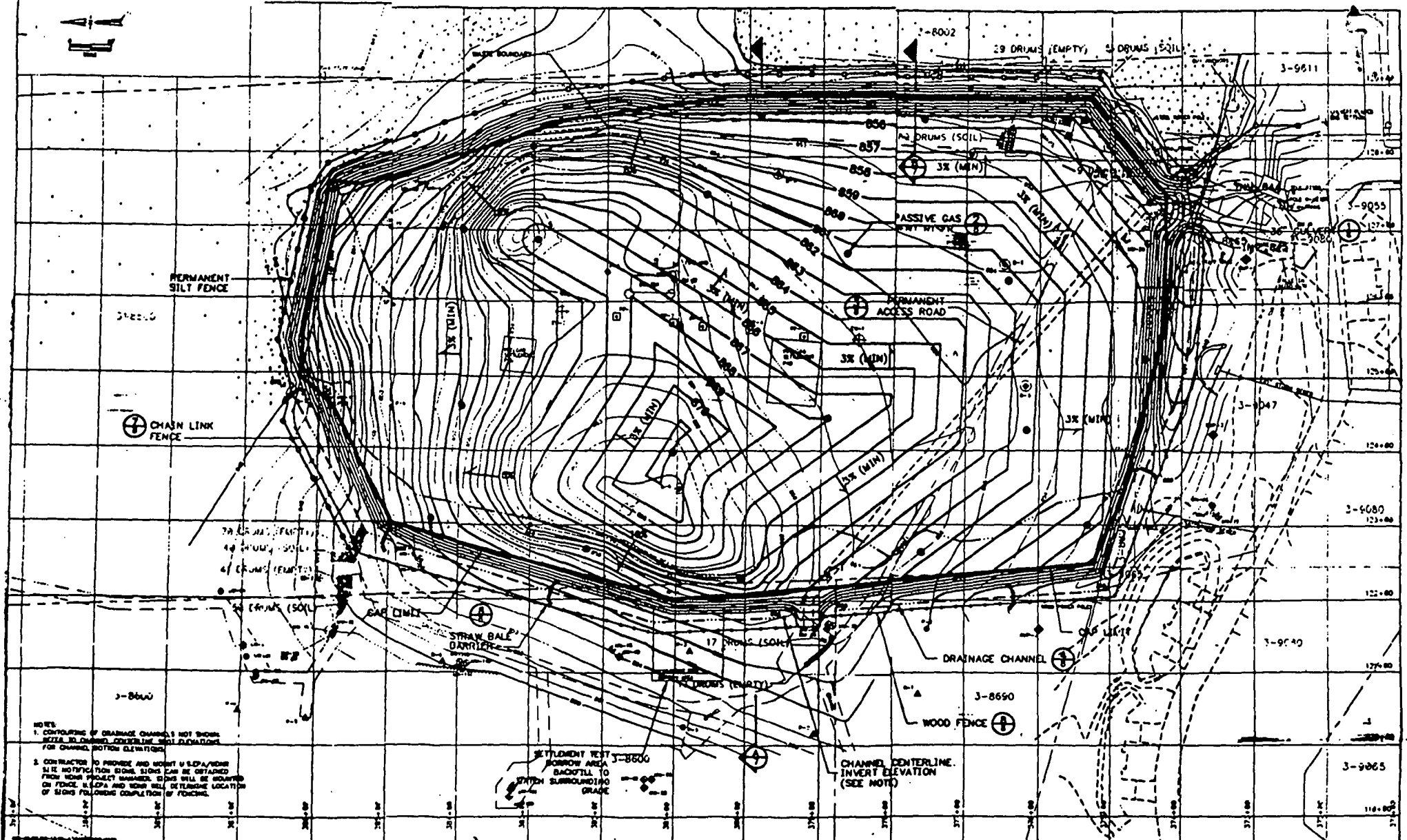
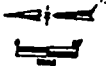
Sincerely yours,

JOSEPH W. SKUPNIEWITZ, CLERK

By: *Joetta Howe*

Deputy Clerk

Enclosure



NOTES  
 1. CONTOURS OF DRAINAGE CHANNELS NOT SHOWN SET TO CHANNEL CENTERLINE. SEE DRAWINGS FOR CHANNEL BOTTOM ELEVATIONS.  
 2. CONTRACTOR TO PROVIDE AND MONITOR V.D.P.'S. NONE SITE NOTIFICATION SIGNS SHALL BE OBTAINED FROM HOME PROJECT MANAGER. SIGNS WILL BE OBTAINED ON FENCE. V.D.P.'S AND HOME WILL DETERMINE LOCATION OF SIGNS FOLLOWING COMPLETION OF FENCING.

NO.	DESCRIPTION	DATE	BY
1	FINAL (1825) DESIGN SUBMITTAL		

ALTERNATE REMEDIAL ACTION PLAN  
 U.S. EPA CONTRACT NO. 68-10-0000  
 HOME REMEDIATION IN. 68-10-0000  
 PROJECT CENTER NO. 68-10-0000

**WESTON**

DATE	BY	APP. BY	SCALE

**FINAL COVER SYSTEM**  
 STOUGHTON CITY LANDFILL CAP REMEDIAL ACTION  
 Stoughton, Wisconsin

DATE: 10/11/87  
 SHEET: 6





DOC NO  
REC'D/FIL'D

AUG 11 12 09 PM '97

J W SKUPNIEWITZ  
CLERK US DIST COURT  
WD OF WI

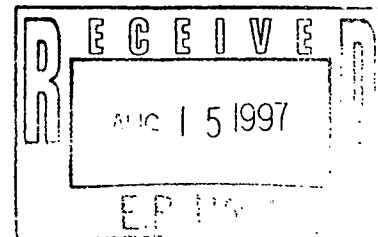
U. S. Department of Justice

United States Attorney  
Western District of Wisconsin

Suite 200, City Station  
660 W. Washington Avenue  
P.O. Box 1585  
Madison, WI 53701-1585

608/264-5158

August 11, 1997



Joseph W. Skupniewitz  
Clerk of Court  
Western District of Wisconsin  
120 North Henry Street  
Madison WI 53703

Re: United States of America, and State of Wisconsin v. City of Stoughton  
Case No. 96-C-887-C

Dear Mr. Skupniewitz:

Enclosed for filing please find the following:

1. Motion of United States to Enter Consent Decree;
2. Memorandum in Support of Motion of United States to Enter Consent Decree;
3. Proposed Order; and
4. Certificate of Service by Mail.

Thank you for your assistance.

Very truly yours,

PEGGY A. LAUTENSCHLAGER  
United States Attorney

By:

MARK A. CAMELI  
Assistant U.S. Attorney

Enclosures

cc: Mr. Philip Peterson

Mr. Walter Kuhlmann

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

DOC NO  
REC'D/FIL'D

AUG 11 12 09 PM '97

JW SKUPNIEWITZ  
CLERK US DIST COURT  
WD OF WI

UNITED STATES OF AMERICA,

and

STATE OF WISCONSIN,

Plaintiffs,

v.

CITY OF STOUGHTON,

Defendant.

JUDGE CRABB

CIVIL NO. 96-C-887

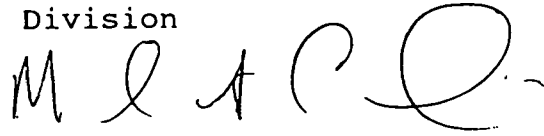
MOTION OF UNITED STATES TO ENTER CONSENT DECREE

The United States, on behalf of the United States Environmental Protection Agency, respectfully moves this Court for entry of the proposed Consent Decree that was lodged with the Court on June 5, 1997, in this action.

In support of its Motion, the United States submits the accompanying memorandum.

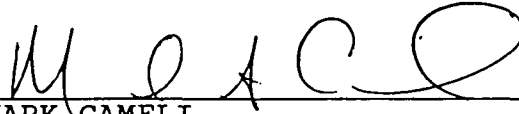
Respectfully submitted,

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



JOSEPH H. MARTIN  
Trial Attorney  
Environmental Enforcement Section  
United States Department of Justice  
P.O. Box 7611  
Washington, D.C. 20044-7611  
(202) 514-5415

PEGGY ANN LAUTENSCHLAGER  
United States Attorney  
Western District of Wisconsin

A handwritten signature in black ink, appearing to read 'M. Cameli', written over a horizontal line.

MARK CAMELI

Assistant United States Attorney  
Western District of Wisconsin  
660 W. Washington Avenue, Suite 220  
Madison, Wisconsin 53703

OF COUNSEL:

JOHN H. TIELSCH  
Assistant Regional Counsel  
United States Environmental  
Protection Agency  
77 W. Jackson Boulevard  
Chicago, Illinois 60604-3590

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

DOC NO  
REC'D/FILED  
AUG 11 12 09 PM '97

UNITED STATES OF AMERICA,

and

STATE OF WISCONSIN,

Plaintiffs,

v.

CITY OF STOUGHTON,

Defendant.

JUDGE CRABB

CIVIL NO. 96-C-887

JW SKUPNIEWITZ  
CLERK US DIST COURT  
WD OF WI

MEMORANDUM IN SUPPORT OF MOTION OF UNITED STATES  
TO ENTER CONSENT DECREE

The United States moves this Court to enter the Consent Decree that was lodged with the Court on June 5, 1997, in this action.

In support of its Motion, the United States states as follows:

1. The United States filed this action on October 30, 1996, pursuant to Section 107 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9607, as amended ("CERCLA"). The United States' Complaint seeks reimbursement of response costs incurred or to be incurred by the United States for response actions in connection with the release or threatened release of hazardous substances at the Stoughton Municipal Landfill Site (the "Site"). The State of Wisconsin subsequently intervened in this action, seeking response costs

that it incurred or will incur in connection with the Site.

2. On June 5, 1997, the United States lodged with this Court a Consent Decree entered into by the United States, the State of Wisconsin, and the City of Stoughton ("City").

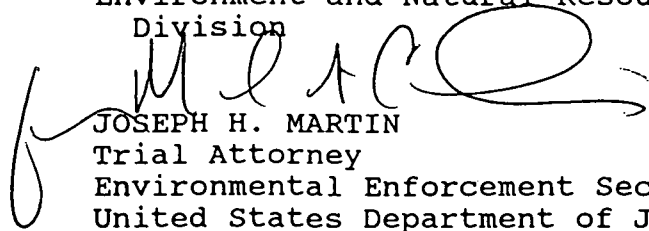
3. Under the Consent Decree, the City will pay to the United States and the State of Wisconsin \$750,000 each in reimbursement of the United States' and the State of Wisconsin's response costs incurred or to be incurred in connection with the Site.

4. In accordance with Department of Justice policy and Paragraph 33 of the Consent Decree, on June 24, 1997, the United States Department of Justice published notice of the lodging of the Decree in the Federal Register. 62 Fed. Reg. 34078 (June 24, 1997). The notice described the principal terms of the settlement and provided an opportunity to comment on the Decree. No comments were received during the comment period, and the United States has determined that the Decree is fair, reasonable, in the public interest, and consistent with the purposes of CERCLA. See Kelley v. Thomas Solvent Co., 717 F. Supp. 507 (W.D. Mich. 1989); see also United States v. Cannons Engineering Corp., 899 F.2d 79, 84-86 (1st Cir. 1990).

Wherefore, the United States requests that this Court enter the proposed Consent Decree as a final judgment.

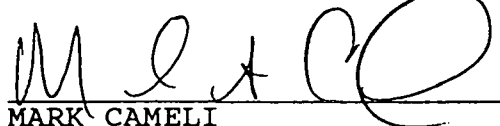
Respectfully submitted,

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



JOSEPH H. MARTIN  
Trial Attorney  
Environmental Enforcement Section  
United States Department of Justice  
P.O. Box 7611  
Washington, D.C. 20044-7611  
(202) 514-5415

PEGGY ANN LAUTENSCHLAGER  
United States Attorney  
Western District of Wisconsin



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MARK CAMELI  
Assistant United States Attorney  
Western District of Wisconsin  
660 W. Washington Avenue, Suite 220  
Madison, Wisconsin 53703

OF COUNSEL:

JOHN H. TIELSCH  
Assistant Regional Counsel  
United States Environmental  
Protection Agency  
77 W. Jackson Boulevard  
Chicago, Illinois 60604-3590

FID  
113005950

R/R-3

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

DOCKET  
NUMBER  
U.S. DISTRICT COURT  
WEST. DIST. OF WIS.

AUG 13 1997

CASE  
NUMBER

UNITED STATES OF AMERICA,

and

STATE OF WISCONSIN,

Plaintiffs,

v.

CITY OF STOUGHTON,

Defendant.

JUDGE CRABB

CIVIL NO. 96-C-887

RECEIVED  
AUG 18 1997  
E.P. UNIT

ORDER

Upon consideration of the Motion of United States to Enter Consent Decree, the Court finds that the Consent Decree is fair, reasonable, in the public interest, and consistent with the purposes of CERCLA, and hereby **GRANTS** said motion.

It is hereby **ORDERED** that the Consent Decree between Plaintiff United States, the State of Wisconsin, and Defendant City of Stoughton shall be entered with the Court in this case.

SO ORDERED this 13<sup>th</sup> day of August, 1997.

Barbara B. Crabb  
BARBARA CRABB, JUDGE  
United States District Court

Copy of this document has been provided to: Attys Cameli, Peterson and Kuhlmann  
this 14<sup>th</sup> day of August, 1997  
By S. Lowe  
Deputy Clerk

RECEIVED  
SEP 29 1997

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

DOC NO  
REC'D/FILED  
AUG 11 12 09 PM '97

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UNITED STATES OF AMERICA,	)	
	)	
and	)	
	)	
STATE OF WISCONSIN,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	Case No. 96-C-887-C
	)	
CITY OF STOUGHTON,	)	
	)	
Defendant.	)	

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CERTIFICATE OF SERVICE BY MAIL

Nancy L. Brennan hereby certifies that she is an employee in the Office of the United States Attorney for the Western District of Wisconsin and is a person of such age and discretion as to be competent to serve papers.

That on Monday, August 11, 1997, she served a copy of the attached Motion of United States to Enter Consent Decree, Memorandum in Support of Motion of United States to Enter Consent Decree, and Proposed Order by placing said copies in postpaid envelopes addressed to the persons hereinafter named at the places and addresses stated below which are the last known addresses, and by depositing said envelopes and contents in the United States Mail.



Addressees:

Mr. Walter Kuhlmann  
Boardman, Suhr, Curry & Field  
410 Firststar Plaza  
One South Pinckney Street  
P.O. Box 927  
Madison, WI 53701-0927

Mr. Philip Peterson  
Assistant Attorney General  
Wisconsin Department of Justice  
P.O. Box 7847  
Madison, WI 53707-7857

  
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NANCY L. BRENNAN