UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF FLORIDA
GAINESVILLE DIVISION

UNITED STATES OF AMERICA Plaintiff, v. BEAZER EAST, INC., Defendant.	Civil Action No. _____

REMEDIAL DESIGN/REMEDIAL ACTION CONSENT DECREE

FOR THE

CABOT/KOPPERS SUPERFUND SITE

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I. BACKGROUND

a) The United States of America (United States), on behalf of the Administrator of the United States Environmental Protection Agency (EPA), filed a complaint in this matter pursuant to Sections 106 and 107 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §§ 9606, 9607.

b) The United States in its complaint seeks, inter alia: (1) reimbursement of costs incurred by EPA and the Department of Justice (DOJ) for response actions at the Cabot/Koppers Superfund Site in Gainesville, Alachua County, Florida, together with accrued interest; and (2) performance of response actions by the defendant at the Site consistent with the National Contingency Plan, 40 C.F.R. Part 300 (NCP).

c) In accordance with the NCP and Section 121(f)(1)(F) of CERCLA, 42 U.S.C. § 9621(f)(1)(F), EPA notified the State of Florida (the State) on March 2, 2011, of negotiations with a potentially responsible party (PRP) regarding the implementation of the remedial design and remedial action for the Site, and EPA has provided the State with an opportunity to participate in such negotiations and be a party to this Consent Decree.

d) In accordance with Section 122(j)(1) of CERCLA, 42 U.S.C. § 9622(j)(1), EPA notified the Department of the Interior on March 2, 2011, of negotiations with a PRP regarding the release of hazardous substances that may have resulted in injury to the natural resources under federal trusteeship and encouraged the trustee to participate in the negotiation of this Consent Decree.

e) Beazer East, Inc., the defendant that has entered into this Consent Decree (Beazer or Settling Defendant) does not admit any liability to Plaintiff arising out of the transactions or occurrences alleged in the complaint, nor does it acknowledge that the release or threatened release of hazardous substances at or from the Site constitutes an imminent and substantial endangerment to the public health or welfare or the environment.

f) Pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, EPA proposed the Site for placement on the National Priorities List (NPL), set forth at 40 C.F.R. Part 300, Appendix B, in October, 1981. NPL listing was finalized in 1983. In response to a release or a substantial threat of a release of hazardous substances at or from the Site, Remedial Investigations (RIs) were completed in 1987 and 1989, and a Feasibility Study (FS) was completed in May of 1990, pursuant to 40 C.F.R. § 300.430.

g) The initial Record of Decision (1990 ROD) was issued by EPA on September 27, 1990. In March, 1991, EPA completed a Consent Decree with Cabot Carbon Corporation (Cabot) agreeing to the development of a remedial design (RD) for the Cabot (southeast) portion of the Site (the Cabot CD). In March, 1991, EPA also issued to Settling Defendant a separate UAO (The 1991 Beazer UAO) requiring implementation of the remedial actions required under the 1990 ROD for the Beazer portion of the Site. At that time, Cabot and Settling Defendant began to pursue remediation independently and started developing separate Remedial Designs for the Cabot and Koppers portions of the Site. In an April, 1992 Consent Decree, Cabot agreed to develop the RD and implement the remedial action (RA) for the Cabot portion of the

Site (the 1992 Cabot CD). On April 28, 1994, EPA issued an amendment to the 1991 Beazer UAO, expanding the scope of Beazer's obligations to include an additional remedial investigation and feasibility study at the Koppers portion of the Site. In September 1996, a Consent Decree (the 1996 Consent Decree) was entered between EPA, Beazer, CSX Transportation Inc., (CSX) and Koppers Inc. in the United States District Court for the Northern District of Florida to resolve Case NO. 93-10136 filed by the United States against Beazer, CSX, and Koppers Inc. relating to the reimbursement of past response costs and payment of future oversight costs at the Koppers portion of the Site. Under the 1996 Consent Decree the Settling Defendant is obligated to, has been, and must continue to reimburse EPA's ongoing oversight costs at the Site.

h) The facility that existed on the Cabot portion of the Site began operations in the early 1900s. Cabot Corporation bought the operation in the mid 1940s and continued operating a pine tar and charcoal generation facility. That business resulted in the generation of a number of products, including pine oil, turpentine, pine tar, charcoal, pyroligneous acid, and other blended solvents, at the rate of an estimated 6,000 gallons of crude wood oil and pitch per day. In 1967, the Cabot portion of the Site was sold to a local private investor, and approximately 10 years later it was developed into the existing shopping center. A release of materials from a former Cabot process lagoon occurred during this period, resulting in contamination of Hogtown and Springstead Creeks.

i) The wood-treating plant that formerly existed on the western side of the Site (the Koppers Facility) began operations in 1916 with the American Lumber and Treating Company preserving wood utility poles and timbers while leasing the real

property from Seaboard Coastline Railroad (SCR). Koppers Company, Inc. (KCI) purchased the plant operations in 1954 and continued to lease the real property from SCR. In 1984, KCI purchased the real property from SCR. On December 29, 1988, KCI sold certain of its business assets, including the Koppers Facility in Gainesville, as well as the right to use the "Koppers" trade name, to Koppers Industries, Inc., n/k/a Koppers Inc. (KI). Shortly thereafter, in January 1989, KCI changed its name to Beazer Materials and Services, Inc., and then again changed its name in April 1990 to Beazer East, Inc., its current name. KI owned and operated the Koppers Facility until it ceased wood treating operations in 2009. In March 2010, Beazer purchased the real property comprising the Koppers Facility from KI, and Beazer is the current owner of the Koppers Facility.

j) At the Koppers portion of the Site, data from studies conducted after issuance of the 1990 ROD revealed Site conditions that were not contemplated by the 1990 ROD or 1991 Beazer UAO. The 1991 Beazer UAO was subsequently amended in April of 1994. Pursuant to the 1994 Amendment to the 1991 Beazer UAO, Settling Defendant conducted supplemental remedial investigations and prepared a Supplemental FS in 1997 which was revised in 1999. The data gathered during that process, in conjunction with data from two five-year reviews from the Site conducted in 2001 and 2006, were the basis of environmental investigation and interim measures completed through 2011. EPA approved a Final Feasibility Study (FS) Report in May, 2010. A third five-year review was completed in 2011, following the publication of the 2011 Amended ROD attached as Appendix A.

k) The Site is the Cabot/Koppers Superfund Site, located in the City of Gainesville, Alachua County, Florida and the areal extent of contamination emanating from that location including soils, sediments, underlying aquifers and creeks, with the exception of the outlined area identified as the "Northeast Lagoon" as depicted on the map attached as Appendix C-1. The Site is comprised of (1) the former Koppers Facility; (2) the former Cabot Facility; (3) areas to the north, south, east and west of the former Koppers Facility within the extent of soil contamination emanating from the Site; and 4) portions of Springstead Creek and Hogtown Creek, within the extent of sediment contamination emanating from the Site. The boundaries of the former Koppers Facility are outlined on the map attached as Appendix D, as more specifically depicted in the Warranty Deed attached as Appendix E. The former Cabot Facility is bounded by State Highway 120 to the South; North Main Street to the east, CSX railroad spur to the west; and NE 28th Place to the North, as depicted on Appendix D. Springstead Creek is located north of both the former Koppers and Cabot Facilities and it flows west to join with Hogtown Creek located west of the former Koppers and Cabot Facilities; Hogtown Creek flows south. The map attached as Appendix C-2 to this Consent Decree depicts the areal extent of the former Koppers Facility and the former Cabot Facility.

(l) The components of the Site have been defined as six operable units (OUs) for purposes of the remediation. OU-00 was a Site-wide operable unit created in the 1990 ROD which addressed the remediation of the surface soils and Surficial aquifer at both the Cabot portion and the Koppers portion of the Site. OU-00 has now been superseded by the operable units OU-1 through OU-5 pursuant to the 2011 Amended ROD. OU-1 is all remedial actions related to the former Cabot Facility and remediation

of contaminated sediments in Hogtown and Springstead Creeks attributable to the former Cabot Facility. OU-2 is all remedial actions related to soils at the former Koppers Facility and the Surficial Aquifer underlying the former Koppers Facility. OU-3 is all remedial actions in the Hawthorn Group that are taken in response to conditions attributable to the former Koppers or Cabot Facilities, and OU-4 is all remedial actions in the Upper Floridan Aquifer that are taken in response to conditions that are attributable to the former Koppers Facility. OU-5 is remediation of the areal extent of soil contamination attributable to the former Koppers Facility located west, south, east, and north of the former Koppers Facility and remediation of contaminated sediments in Hogtown and Springstead Creeks and the ditch running from the former Koppers Facility to Springstead Creek, to the extent such contaminated sediments are attributable to and downstream of the former Koppers Facility.

m) All remedial actions for OU-1 required by the 1990 ROD are to be completed by Cabot pursuant to the 1992 Cabot CD. Cabot is performing the remaining OU-1 remediation under the 1992 Cabot CD. Also under the 1990 ROD, remedial actions for OU-00 were conducted by Settling Defendant pursuant to the 1991 Beazer UAO and 1994 amendments thereto. Contaminated groundwater from the Surficial aquifer was (and continues to be) extracted, pre-treated, and discharged to the publicly owned treatment works. Certain remedial activities required by the 1990 ROD were completed. However, EPA determined from the subsequent studies that further remediation was needed in OU-1 and OU-2 and that the hydrogeologic units comprising OU-3 and OU-4 also needed to be remediated. Further, EPA has determined that some off-Site soils and sediments comprising OU-5 need to be remediated.

n) Pursuant to Section 117 of CERCLA, 42 U.S.C. § 9617, EPA published notice of the completion of the Final FS and of the proposed plan for a final Site-wide remedial action of all operable units on July 15, 2010, in a major local newspaper of general circulation. EPA provided an opportunity for written and oral comments from the public on the proposed plan for remedial action. Beazer submitted extensive comments on the proposed plan. A copy of the transcript of the public meeting is available to the public as part of the administrative record upon which the Regional Administrator, EPA Region 4, based the selection of the response action. EPA also responded to the public comments, and those responses, as well as the comments, are located in a Responsiveness Summary at Appendix A to the 2011 Amended ROD. These activities meet all the requirements for a ROD amendment pursuant to the National Contingency Plan at 40 C.F.R. Section 300.435(c)(2) (ii).

o) The decision by EPA on the remedial action to be implemented at the Site is embodied in the 2011 Amended ROD, executed on February 2, 2011, on which the State had a reasonable opportunity to review and comment. The Amended ROD includes significant changes between the final plan (as specified in the Amended ROD)and the proposed plan, including: soil stabilization/solidification in both the Surficial Aquifer and Upper Hawthorn Group where there have been monitored exceedances of groundwater cleanup levels in the Upper Floridan Aquifer; inclusion of specific criteria that detail conditions under which additional containment and treatment of contaminated groundwater in the Upper Floridan Aquifer will take place; the addition of an expanded monitoring network in the Upper Floridan Aquifer underlying the former Koppers Facility; and potential groundwater contamination from the former Cabot Facility in the

Hawthorn Group will be investigated and remediated. Notice of the Amended ROD was published in accordance with Section 117(b) of CERCLA, 42 U.S.C. § 9617(b).

p) Based on the information presently available to EPA, EPA believes that the Work described in this Consent Decree will be properly and promptly conducted by Settling Defendant if conducted in accordance with the requirements of this Consent Decree and its appendices. Prior to entry of this Consent Decree the parties will file a motion to terminate the 1996 Consent Decree. Upon entry of this Consent Decree, the 1994 Amended UAO will be terminated and all remedial Work will be performed by Settling Defendant pursuant to this Consent Decree. Upon entry by this Court of the order granting the motion to terminate the 1996 Consent Decree all future response costs will be thereafter paid pursuant to the terms of this Consent Decree.

q) Solely for the purposes of Section 113(j) of CERCLA, 42 U.S.C. § 9613(j), the remedy set forth in the Amended ROD and the Work to be performed by Settling Defendant shall constitute a response action taken or ordered by the President for which judicial review shall be limited to the administrative record.

r) The Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and implementation of this Consent Decree will expedite the cleanup of the Site and will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, it is hereby Ordered, Adjudged, and Decreed:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 9606, 9607, and 9613(b). This Court also has personal jurisdiction over Settling Defendant. Solely for the purposes of this Consent Decree and the underlying complaint, Settling Defendant waives all objections and defenses that it may have to jurisdiction of the Court or to venue in this District. Settling Defendant shall not challenge the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree applies to and is binding upon the United States and upon Settling Defendant and its successors, and assigns. Any change in ownership or corporate status of Settling Defendant including, but not limited to, any transfer of assets or real or personal property, shall in no way alter Defendant's responsibilities under this Consent Decree.

3. Settling Defendant shall provide a copy of this Consent Decree to each Supervising Contractor hired to perform the Work required by this Consent Decree and to each person representing Settling Defendant with respect to the Site or the Work, and shall condition all contracts entered into with each Supervising Contractor hereunder upon performance of the Work in conformity with the terms of this Consent Decree. Settling Defendant or its contractors shall provide written notice of the Consent Decree to all subcontractors hired to perform any portion of the Work required by this Consent Decree. Settling Defendant shall nonetheless be responsible for ensuring that its contractors and subcontractors perform the Work in accordance with the terms of this

Consent Decree. With regard to the activities undertaken pursuant to this Consent Decree, each contractor and subcontractor shall be deemed to be in a contractual relationship with Settling Defendant within the meaning of Section 107(b)(3) of CERCLA, 42 U.S.C. § 9607(b)(3).

IV. DEFINITIONS

4. Unless otherwise expressly provided in this Consent Decree, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or it appendices, the following definitions shall apply solely for purposes of this Consent Decree:

"Cabot Facility" or "eastern portion of the Site" shall mean the portion of the Cabot/Koppers Superfund Site, east of the Seaboard Coastline Railroad tracks and excluding the former Koppers Inc. property, as described in the 1990 ROD and depicted on the map found on page 1-10 of the 1990 ROD.

"Cabot/Koppers Special Account" shall mean the special account, within the EPA Hazardous Substances Superfund, established for the Site by EPA pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. § 9622(b)(3).

"Cabot/Koppers Future Response Costs Special Account" shall mean the special account, within the EPA Hazardous Substances Superfund, established for the Site by EPA pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. § 9622(b)(3), and Paragraph 55.a (Prepayment of Future Response Costs).

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601, 9675.

"Consent Decree" shall mean this Consent Decree and all appendices attached hereto (listed in Section XXVIII). In the event of conflict between this Consent Decree and any appendix, this Consent Decree shall control.

"Day" or "day"shall mean a calendar day unless expressly stated to be a working day. "Working Day" shall mean a day other than a Saturday, Sunday, or federal or state holiday. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal or state holiday, the period shall run until the close of business of the next Working Day.

"DOJ" shall mean the United States Department of Justice and any successor departments, agencies, or instrumentalities of the United States.

"Effective Date" shall mean the date upon which this Consent Decree is entered by the Court as recorded on the Court docket, or, if the Court instead issues an order approving the Consent Decree, the date such order is recorded on the Court docket.

"EPA" shall mean the United States Environmental Protection Agency and its successor departments, agencies, or instrumentalities.

"EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. 07.

"FDEP" shall mean the Florida Department of Environmental Protection any successor departments or agencies of the State.

"Future Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States incurs in reviewing or developing plans, reports, and other deliverables submitted pursuant to this Consent Decree, in overseeing implementation of the Work, or otherwise implementing, overseeing, or enforcing this

Consent Decree, including, but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, the costs incurred pursuant to Paragraph 9 (Notice to Successors-in-Title and Transfers of Real Property), Sections VII (Remedy Review), IX (Access and Institutional Controls) (including, but not limited to, the cost of attorney time and any monies paid to secure access and/or to secure, implement, monitor, maintain, or enforce Institutional Controls including, but not limited to, the amount of just compensation), Section XV (Emergency Response), Paragraph 48 (Funding for Work Takeover), and Section XXIX (Community Involvement). Future Response Costs shall also include all Interim Response Costs, and all Interest on those Past Response Costs Settling Defendant has agreed to pay under this Consent Decree that has accrued pursuant to 42 U.S.C. § 9607(a) during the period from January 16, 2011, to the Effective Date.

"Institutional Controls" or "ICs" shall generally mean Proprietary Controls and state or local laws, regulations, ordinances, zoning restrictions, or other governmental controls or notices that: (a) limit land, water, and/or resource use to minimize the potential for human exposure to Waste Material at or in connection with the Site; (b) limit land, water, and/or resource use to implement, ensure non-interference with, or ensure the protectiveness of the Remedial Action; and/or (c) provide information intended to modify or guide human behavior at or in connection with the Site. The term Institutional Controls shall also specifically include the provisions of Sections 11.2.1.13, 11.2.2.2 and 11.2.3.4. of the Amended ROD that specify the forms of institutional controls.

"Institutional Control Implementation and Assurance Plan" or "ICIAP" shall mean the plan for implementing, maintaining, monitoring, and reporting on the Institutional

Controls set forth in the Amended ROD, prepared in accordance with the Statement of Work (SOW) attached as Appendix B.

"Interim Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs,

(a) paid by the United States in connection with the Site between January 17, 2011, and the Effective Date, or

(b) incurred prior to the Effective Date but paid after that date.

"Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

"Interest Earned" shall mean interest earned on amounts in the Cabot/Koppers Disbursement Special Account, which shall be computed monthly at a rate based on the annual return on investments of the EPA Hazardous Substance Superfund. The applicable rate of interest shall be the rate in effect at the time the interest accrues.

"Koppers Facility" shall mean the former Koppers Facility as outlined on the boundary map attached as Appendix C, as more specifically depicted in the Warranty Deed attached as Appendix E.

"National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

"OU-1 or Operable Unit 1" shall mean all remedial actions related to the Cabot Facility and remediation of contaminated sediments in Hogtown and Springstead Creeks attributable to Cabot.

"OU-2 or Operable Unit 2" shall mean all remedial actions related to on-Site soils at and the Surficial aquifer underlying the Koppers Facility.

"OU-3 or Operable Unit 3" shall mean the Hawthorn Group (i.e. the hydrogeologic unit lying below the Surficial Aquifer and above the Upper Floridan Aquifer) with contamination attributable to the former Koppers or Cabot Facilities, and all remedial action to take place related to same.

"OU-4 or Operable Unit 4" shall mean the Upper Floridan Aquifer with contamination attributable to the former Koppers Facility, and all remedial action to take place related to same.

"OU-5 or Operable Unit 5" shall mean all remedial actions related to the areal extent of soil and sediment contamination attributable to the former Koppers Facility located west and north of the former Koppers Facility and remediation of contaminated sediments in Hogtown and Springstead Creeks attributable to the Koppers Facility.

"OU-00" shall mean a Site-wide operable unit created in the 1990 ROD which addressed the remediation of the surface soils and Surficial Aquifer at both the Cabot portion and the Koppers portion of the Site. OU-00 has now been superseded by the operable units OU-1 through OU-5 pursuant to the 2011 Amended ROD.

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

"Parties" shall mean the United States and the Settling Defendant.

"Past Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States paid at or in connection with the Site through January 16, 2011, plus Interest on all such costs which has accrued pursuant to 42 U.S.C. § 9607(a) through such date.

"Performance Standards" shall mean those cleanup standards and goals, standards of control, and other substantive requirements, criteria or limitations, identified in the Amended ROD, the Remedial Action Work Plan, the Remedial Design Work Plan and the Remedial Design developed by Respondents and approved by EPA.

"Plaintiff" shall mean the United States.

"Pre-Achievement O&M" shall mean all operation and maintenance activities required of the Remedial Action to achieve Performance Standards, as provided under the Operation and Maintenance Plan approved or developed by EPA pursuant to Section VI (Performance of the Work by Settling Defendants) and the SOW until Performance Standards are met.

"Post- Achievement O&M" shall mean all activities required to maintain the effectiveness of the Remedial Action after Performance Standards are met, as required under the Operation and Maintenance Plan approved or developed by EPA pursuant to Section VI (Performance of the Work by Settling defendants) and the SOW.

"Proprietary Controls" shall mean deed restrictions, easements or covenants running with the land that (i) limit land, water or resource use and/or provide access rights and (ii) are created pursuant to common law or statutory law by an instrument that is recorded by the owner in the appropriate land records office.

"RCRA" shall mean the Solid Waste Disposal Act, 42 U.S.C. §§ 6901, 6992 (also known as the Resource Conservation and Recovery Act).

"Record of Decision" or "Amended ROD" shall mean the EPA Record of Decision relating to the Cabot/Koppers Superfund Site signed on February 2, 2011, by the Regional Administrator, EPA Region 4, or his/her delegate, and all attachments thereto. The Amended ROD is attached as Appendix A.

"1990 ROD" shall mean the initial Record of Decision issued by EPA on September 27, 1990 which has been superceded by the Amended ROD.

"Remedial Action" shall mean all activities Settling Defendant is required to perform under the Consent Decree to implement the Amended ROD with respect to OUs 2 through 5, in accordance with the Statement of Work (SOW), the final approved remedial design submission, the approved Remedial Action Work Plan, and other plans approved by EPA, including Pre-achievement O&M and implementation of Institutional Controls, until the Performance Standards are met, and excluding performance of the Remedial Design, Post-Achievement O&M, and the activities required under Section XXV (Retention of Records).

"Remedial Action Work Plan" shall mean the document developed pursuant to Paragraph 12 (Remedial Action) and approved by EPA, and any modifications thereto.

"Remedial Design" shall mean those activities to be undertaken by Settling Defendant to develop the final plans and specifications for the Remedial Action pursuant to the Remedial Design Work Plan.

"Remedial Design Work Plan" shall mean the document developed pursuant to Paragraph 11 (Remedial Design) and approved by EPA, and any modifications thereto.

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

"Settling Defendant shall mean Beazer East, Inc.

"Site" shall mean the Cabot/Koppers Superfund Site, located at and around 200 NW 23rd Avenue in the City of Gainesville in Alachua County, Florida, and wherever else the contamination has come to be found, with the exception of the Northeast Lagoon generally located at the intersection of N. Main Street and NE 28th Place. The Site is comprised of Operable Units 1-5, and is depicted generally on the Site map attached as Appendix C. These maps are from the Amended ROD at Figures 1 and 2.

"State" shall mean the State of Florida.

"Statement of Work" or "SOW" shall mean the statement of work for implementation of the Remedial Design, Remedial Action, and Pre- and Post-Achievement O&M at the Site, as set forth in Appendix B to this Consent Decree and any modifications made in accordance with this Consent Decree.

Successors-in-Title and Transfers of Real Property), Sections VII (Remedy Review), IX (Access and Institutional Controls), XV (Emergency Response), and Paragraph 48 (Funding for Work Takeover), or the costs incurred by the United States in enforcing the terms of this Consent Decree, including all costs incurred in connection with Dispute Resolution pursuant to Section XIX (Dispute Resolution) and all litigation costs.

"Supervising Contractor" shall mean the principal contractor retained by Settling Defendant to supervise and direct the implementation of the Work under this Consent Decree.

"Transfer" shall mean to sell, assign, convey, lease, mortgage, or grant a security interest in, or where used as a noun, a sale, assignment, conveyance, or other disposition of any interest by operation of law or otherwise.

"United States" shall mean the United States of America and each department, agency and instrumentality of the United States, including DOJ, EPA, and any federal natural resource trustee.

"Waste Material" shall mean (1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (2) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); [(3) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27); and (4) any "hazardous material" under Florida statute.

"Work" shall mean all activities and obligations Settling Defendant is required to perform under this Consent Decree, except the activities required under Section XXV (Retention of Records).

V. GENERAL PROVISIONS

5. Objectives of the Parties. The objectives of the Parties in entering into this Consent Decree are to protect public health or welfare or the environment by the design and implementation of response actions at the Site by Settling Defendant, to pay response costs of the Plaintiff, and to resolve the claims of Plaintiff against Settling Defendant as provided in this Consent Decree as well as all prior Administrative Orders and Consent