

**UNITED STATES DISTRICT COURT
DISTRICT OF KANSAS**

UNITED STATES OF AMERICA, THE)
KANSAS DEPARTMENT OF HEALTH AND)
ENVIRONMENT, AND RODERICK L. BREMBY)
AS SECRETARY OF THE KANSAS)
DEPARTMENT OF HEALTH AND)
ENVIRONMENT,)

Plaintiffs,)

v.)

UNITED STATES STEEL CORPORATION,)

Defendant.)

CIVIL NO. 5:08-cv-4019

CONSENT DECREE

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This Consent Decree ("Decree") is made and entered into by and among the United States of America ("the United States"), on behalf of itself and the Department of the Interior ("DOI"), in its capacity as natural resource trustee, and the Kansas Department of Health and Environment ("KDHE") and Roderick L. Bremby, Secretary of KDHE in his capacity as Trustee for state natural resources in Kansas (collectively, the "Plaintiffs"), and United States Steel Corporation ("Defendant").

I. INTRODUCTION

- A. The United States, on behalf of DOI in its capacity as natural resource trustee for Federal Natural Resources located within the State of Kansas and the KDHE and the Secretary of KDHE in his capacity as natural resource trustee for Natural Resources of the State of Kansas (collectively, the "Trustees"), concurrently with the filing of this Consent Decree, have filed a Complaint ("Complaint") in this action under Section 107 of this Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA") 42 U.S.C. § 9607, and various State laws, seeking, *inter alia*, recovery of Natural Resource Damages, including Damage Assessment Costs, for injury to, destruction of, and loss of Natural Resources resulting from releases into the environment of Hazardous Substances ("Hazardous Substances" includes any heavy metal or any compound, mixture, solution or substance containing any heavy metal) as the result of zinc smelting, including smelting or recovery of other heavy metals as by-products from ores smelted primarily for recovery of zinc.

- B. The Complaint alleges that Defendant was the successor to or otherwise legally responsible for the acts and omissions of persons who were the owners or operators of facilities or who arranged for disposal of Hazardous Substances any time prior to the Effective Date at facilities known as the Girard Zinc Works Site and the Cherokee Lanyon #2 Site both located in the area of Girard, Kansas, from which Plaintiffs allege there have been releases of Hazardous Substances into the environment that caused Natural Resource Damages.
- C. Numerous investigations have concluded that soil and sediment at the Girard Zinc Works Site and the Cherokee Lanyon #2 Site contain elevated levels of heavy metals, including but not limited to lead, cadmium, arsenic and zinc in such amounts as to cause injury to Natural Resources including, but not limited to, habitat loss, fish and macroinvertebrates in unnamed tributaries to Second Cow Creek, within the state of Kansas.
- D. Defendant shall pay or contribute towards payment of Natural Resource Damages, including but not limited to Damage Assessment, planning, restoration, management and oversight costs incurred and to be incurred by the Trustees in assessing the nature and extent of the injuries to Natural Resources and in overseeing the projects to be performed to restore those lost services to natural resources.
- E. 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, that implementation of this Consent Decree will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, with the consent of the Parties to this Decree, it is hereby

ORDERED, ADJUDGED AND DECREED:

II. JURISDICTION AND VENUE

1. The Plaintiffs have alleged that this Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331, 1345, and 1367, Sections 107 and 113(b) of CERCLA, 42 U.S.C. §§ 9607, 9613(b), K.S.A. 65-3452a *et seq.*, K.S.A. 65-3430 *et seq.*, K.S.A. 65-161 *et seq.*; that the Court has personal jurisdiction over Defendant; and that venue lies in this District pursuant to 28 U.S.C. § 1391(b), (c) and § 1395(a) and Section § 113(b) of CERCLA. For purposes of this Consent Decree, only, Defendant waives all objections and defenses that it may have to jurisdiction of the Court or to venue in this District.

III. APPLICABILITY OF DECREE

2. The obligations of this Consent Decree apply to and are binding upon the Plaintiffs and their departments, agencies and instrumentalities, and upon Defendant and its respective successors and assigns. Any change in ownership or corporate status of 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.

IV. DEFINITIONS

3. This Decree incorporates the definitions set forth in Section 101 of CERCLA, 42 U.S.C. § 9601, and in Section § 11.14 of the Natural Resource Damages ("NRD") regulations, 43 CFR § 11.14. In addition, whenever the following terms are used in this Decree, they shall have the following meanings:

- a. "Damage Assessment Costs" shall mean all costs associated with the planning, design, implementation, and oversight of the Trustees' damage assessment process, which addresses the extent and quantification of the injury to, destruction of, or loss of Natural Resources and the services provided by those resources, or the planning of restoration or replacement of such Natural Resources and the services provided by those resources, or the planning of the acquisition of equivalent resources or services, and any other costs necessary to carry out the Trustees responsibilities with respect to those Natural Resource injuries resulting directly or indirectly from the releases of Hazardous Substances, including all related enforcement costs.
- b. "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 holiday. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or Federal holiday, the period shall run until the close of business of the next working day.
- c. "Defendant" shall mean United States Steel Corporation.
- d. "Effective Date" shall mean the date on which the District Court has approved and entered this Decree as a judgment.
- e. "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.

- f. "Natural Resource" or "Natural Resources" shall mean land, fish, wildlife, biota, air, water, ground water, drinking water supplies, and other such resources, belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States or the State of Kansas.
- g. "Natural Resource Damages" shall mean any damages recoverable by the United States or the State Trustees on behalf of the public, for injury to, destruction of, loss of, loss of use of, or impairment of Natural Resources at the Sites as a result of a release of Hazardous Substances including, but not limited to: (i) the costs of assessing such injury, destruction, or loss or impairment arising from or relating to such release; (ii) the costs of restoration, rehabilitation, or replacement of injured or lost Natural Resources or of acquisition of equivalent Natural Resources; (iii) the costs of planning such restoration activities; (iv) Damage Assessment Costs; (v) compensation for injury, destruction, loss, loss of use, or impairment of Natural Resources; and (vi) each of the categories of recoverable damages described in 43 C.F.R. § 11.15.
- h. "NRDAR Fund" shall mean DOI's Natural Resource Damage Assessment and Restoration Fund.
- i. "Paragraph" shall mean a portion of this Decree identified by Arabic numeral.
- j. "Parties" shall mean the United States, the KDHE and the Secretary of KDHE, and United States Steel Corporation.

- k. "Plaintiffs" shall mean the United States, on behalf of DOI, and the KDHE and the Secretary of KDHE as Trustee for state natural resources in Kansas.
- l. "Section" shall mean a portion of this Decree identified by a roman numeral.
- m. "Sites" shall mean: a) the Girard Zinc Works Site, formerly owned by the American Sheet Steel Company, located approximately two miles southeast of the city of Girard, Crawford County, Kansas, Second Cow Creek, and any other waterways that drain into Second Cow Creek. The Girard Zinc Works Site is located in the southeast quarter of the northwest quarter of Section 29 in Township 30 South, Range 24 East;
- b) Cherokee Lanyon #2 Site, formerly owned by American Sheet Steel Company, located approximately 0.5 miles southeast of the city of Girard, Crawford County, Kansas, Second Cow Creek, and any other waterways that drain into Second Cow Creek. The Cherokee Lanyon #2 Site is located in the southeast quarter of the southwest quarter of Section 19 in Township 29 South, Range 24 East.
- Collectively these Sites are known herein as the "Girard Smelter Sites."
- n. "United States" shall mean the United States of America, including its departments, agencies, and instrumentalities.

V. STATEMENT OF PURPOSE

4. The mutual objectives of the Parties in entering into this Consent Decree are: (i) to contribute to the planning, restoration, replacement or acquisition, and management of the equivalent of the Natural Resources allegedly injured, destroyed, or lost as a result of Hazardous Substance releases at and from the Site; (ii) to reimburse Natural Resource

Damage Assessment Costs incurred by DOI and the State of Kansas; (iii) to resolve Defendant's liability for Natural Resource Damages as provided herein; and (iv) to avoid potentially costly and time-consuming litigation.

VI. PAYMENTS

5. Defendant shall pay a total of \$133,400 pursuant to the terms specified in this Section.
6. Defendant shall pay, within thirty (30) calendar days of the Effective Date, the amount of \$123,255 to the United States and the KDHE for Natural Resources Damages, and \$5,342 to the United States to reimburse the DOI for past costs associated with assessing Natural Resources Damages at the Sites. The payment of \$123,255 shall be used jointly by DOI and KDHE for the assessment, planning, restoration, acquisition and/or rehabilitation of the equivalent of the injured Natural Resources at the Site and long-term management of such lands in accordance with a final restoration plan to be developed by the KDHE and DOI's U.S. Fish and Wildlife Service. The amount to be paid by Defendant pursuant to this Paragraph (\$128,597) shall be managed as part of, and held in a distinct account within, DOI's NRDAR Fund (NRDAR Account No. 14X5198, Girard Smelter Sites, Girard, Kansas). The payment made under this paragraph shall be made by one or more FedWire Electronic Funds Transfers ("EFT") totaling \$128,597 to the U.S. Department of Justice account in accordance with current EFT procedures, referencing DOJ Case Number 90-11-3-08705/2, and NRDAR Account No. 14X5198, Girard Smelter Sites, Kansas. Payment shall be made in accordance with instructions provided to Defendant by the Financial Litigation Unit of the United States Attorney's Office for the District of Kansas. Any payments received by the Department of Justice after 4:00 p.m. (Eastern

Time) will be credited on the next business day. At the time of payment, Defendant shall send written notice of payment and a copy of any transmittal documentation to the Plaintiffs in accordance with Section XVI.

7. Within thirty (30) calendar days of the Effective Date, Settling Defendants shall make a further payment of \$4,803 to KDHE to reimburse the State of Kansas for past costs. The payment of \$4,803 shall be by certified or cashier's check totaling \$4,803 payable to the "Kansas Department of Health and Environment." The amount paid under this paragraph (\$4,803) shall be delivered to:

Bureau of Environmental Remediation
Attn: Leo Henning
Charles Curtis Building
1000 SW Jackson, Suite 410
Topeka, Kansas 66612-1367

VII. COVENANT NOT TO SUE BY PLAINTIFFS

8. Except as specifically provided in Section VIII (Reservations of Rights) of this Decree, the United States covenants not to sue or to take administrative action against Defendant for Natural Resource Damages pursuant to CERCLA Section 107, 42 U.S.C. § 9607, or the Federal Water Pollution Control Act ("Clean Water Act"), 33 U.S.C. § 1321(f). This covenant not to sue shall take effect upon receipt of Defendant's payments pursuant to Section VI of this Consent Decree. This covenant not to sue is conditioned upon the satisfactory performance by Defendant of its obligations under this Consent Decree.
9. Except as specifically provided in Section VIII (Reservations of Rights) of this Decree, KDHE covenants not to sue or to take administrative action against Defendant for

Natural Resource Damages, K.S.A. 65 - 171u, or other federal or state laws. This covenant not to sue shall take effect upon receipt of Defendant's payments pursuant to Section VI of this Consent Decree. This covenant not to sue is conditioned upon satisfactory performance by Defendant of its obligations under this Consent Decree.

VIII. RESERVATION OF RIGHTS

10. Notwithstanding any other provision of this Decree, the United States and the KDHE reserve the right to institute proceedings against Defendant in this action or in a new action seeking recovery of Natural Resource Damages based on: (1) injury to, destruction of, or loss of Natural Resources resulting from conditions that were unknown to the Trustees as of the Date of Lodging of this Decree ("Unknown Conditions"), or (2) information received by the Trustees after the Date of Lodging of this Decree that indicates that there is injury to, destruction of, or loss of Natural Resources of a type unknown to the Trustees as of the Date of Lodging of this Decree ("New Information").
11. Notwithstanding any other provision of this Decree, the covenant not to sue in Section VII shall apply only to matters addressed in that Section ("matters addressed" in Section VII are Natural Resource Damages), and specifically shall not apply to the following claims:
 - a. claims based on a failure by Defendant to satisfy any requirement imposed upon it by this Decree;
 - b. claims for criminal liability;
 - c. liability for injunctive relief or administrative order enforcement under CERCLA
Section 106, 42 U.S.C. § 9606;

- d. liability under CERCLA Section 107(a)(4)(A), 42 U.S.C. § 9607(a)(4)(A), for costs of removal or remedial action incurred by the United States Government or a State or an Indian tribe;
 - e. liability under Section 107(a)(4)(D), 42 U.S.C. § 9607(a)(4)(D), for costs of any health assessment or health effects study carried out under 42 U.S.C. § 9604(i);
 - f. liability for any other costs incurred or to be incurred by the United States or by the State that are not within the definition of Natural Resource Damages;
 - g. liability for damages for injury to, destruction of, or loss of Natural Resources resulting from releases or threatened releases of Hazardous Substances outside of the Site; and
 - h. liability arising from any disposal of Hazardous Substances at the Site by Defendant after the lodging of this Consent Decree (excluding any disposal that may result from removal or remedial actions at the Site pursuant to, and consistent with the Consent Order issued by KDHE).
12. For purposes of Paragraph 11, “Unknown Conditions” or “New Information” shall not include or pertain to (i) a change only in Plaintiffs’ quantification of Natural Resource Damages arising out of the past and/or continuing releases of Hazardous Substances alleged by Plaintiffs in this action; nor (ii) a determination that a previously known injury was caused by the release of heavy metals not identified prior to the entry of this Decree.

IX. COVENANTS OF DEFENDANT

13. Defendant hereby covenants not to sue or to assert any administrative or legislative claims or causes of action against the United States or against the KDHE with respect to the payments required by this Decree, including, but not limited to:
 - a. 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 Sections §§ 106(b)(2), 107, 111, 112, 113 or any other provision of law;
 - b. Any claims against the United States, including any department, agency or instrumentality of the United States, or the KDHE under CERCLA Sections 107 or 113, relating to Natural Resource Damages; or
 - c. Any claims against the State of Kansas before the Kansas joint committee on special claims.
14. Nothing in this Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611 or 40 C.F.R. § 300.700(d).
15. Defendant agrees not to assert any claims and to waive all claims or causes of action that it may have against all other persons for all matters relating to Natural Resource Damages, including for contribution; provided, however, that Defendant reserves the right to assert and pursue all claims, causes of action, and defenses relating to Natural Resource Damages against any person in the event such person first asserts, and for so long as such person pursues, any claim or cause of action against Defendant relating to Natural Resource Damages. Nothing in this Paragraph shall operate to waive or release

any claim or action by Defendant under any contract of insurance, all such insurance claims being hereby specifically reserved by Defendant.

X. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

16. Defendant does not admit any of the Plaintiffs' allegations of claims set forth herein and denies any liability set forth in the Complaint. Defendant does not admit and specifically denies the allegations in the Complaint that are referenced in Section I.B. of the Introduction hereof.
17. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a signatory to this Consent Decree. The preceding sentence shall not be construed to waive or nullify any rights that any person not a signatory to this Decree may have under applicable law. Each of the Parties, including Defendant, expressly reserves any and all rights (including, but not limited to, any right to contribution) defenses, claims, demands and causes of action that it may have against any person not a signatory hereto.
18. The Parties agree, and by entering this Consent Decree this Court finds, that Defendant is entitled, as of the Effective Date of this Consent Decree, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), for "matters addressed" in this Consent Decree. The "matters addressed" in this Consent Decree are Natural Resource Damages. Defendant agrees that, with respect to any suit or claim for contribution brought by them for matters related to this Consent Decree, it will notify the United States and the KDHE in writing no later than sixty (60) days prior to the initiation of such suit or claim, unless the giving of such advance notice would subject

such suit or claim to a defense that it is barred by the statute of limitations or other time-related defense.

19. Defendant also agrees that, with respect to any suit or claim for contribution brought against it for matters addressed in this Consent Decree, it will notify in writing the United States and the KDHE within ten (10) days of service of the complaint. In addition, Defendant shall notify the United States and the KDHE within ten (10) days of receipt of any Motion for Summary Judgment with respect to such a claim, and within ten (10) days of receipt of any order from a court setting such a case for trial.
20. In any subsequent administrative or judicial proceeding initiated by the United States or KDHE for injunctive relief, recovery of response costs, or other relief relating to the Site, 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 KDHE in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenant Not to Sue by Plaintiffs set forth in Section VII or limits the applicability or enforceability of any of the other provisions of this Consent Decree, including but not limited to Paragraph 13.

XI. PENALTIES FOR LATE PAYMENTS

21. If any payment required by Section VI is not made by the date specified in that Section, Defendant shall be liable for the following amounts for each day such payment is late:

<u>Days Late</u>	<u>Penalty</u>
1-14	\$2,000/day

15-60	\$3,000/day
Beyond 60 days	\$4,000/day

22. Payments due under the preceding Paragraph shall be disbursed to the Plaintiff to which late payment is owed. Stipulated penalties are due within thirty (30) days following receipt by Defendant of a written demand by Plaintiff or Plaintiffs for payment of such stipulated penalties.

23. Stipulated penalties owing to the United States shall, as directed by the United States, be paid by certified or cashier's check in the amount due payable to the "U.S. Department of Justice" and delivered to:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Re: DJ # 90-11-3-08705/2

Stipulated penalties owing to the KDHE shall be made payable to the "Kansas Department of Health and Environment" and delivered to:

Bureau of Environmental Remediation
Attn: Leo Henning
Charles Curtis Building
1000 SW Jackson, Suite 410
Topeka, Kansas 66612-1367

24. In addition to the stipulated penalties provided in this Section, if any payment required by Section VI of this Decree is not made by the date specified in that Section, Defendant shall be liable for Interest on the amount due.

25. In addition to the stipulated penalties and Interest as provided in this Section, if the payment required by Section VI of this Decree or the stipulated penalties provided for by

this Section are not made, Defendant shall be liable for any costs and attorneys' fees incurred by Plaintiffs in collecting any amounts owing.

26. Payments due under this Section shall be in addition to any other remedies or sanctions that may be available to the Plaintiffs on account of Defendant's failure to comply with the terms of this Decree.

XII. SIGNATURE

27. The undersigned representative of Defendant certifies that he or she is fully authorized to enter into the terms and conditions of this Decree, to legally execute this Decree, and to bind the party he or she represents to this Decree.
28. This Consent Decree may be signed in counterparts and such counterpart signature pages shall be given full force and effect.

XIII. ENTIRE AGREEMENT

29. This Consent Decree constitutes the final, complete, and exclusive agreement and understanding between the Plaintiffs and Defendant with respect to the settlement embodied in the Decree and supersedes all prior agreements and understandings, whether oral or written. No other document, nor any representation, inducement, agreement, understanding, or promise, constitutes any part of this Decree or the settlement it represents, nor shall it be used in construing the terms of this Decree.

XIV. TERMINATION

30. This Consent Decree shall terminate upon payment of the amount required by Section VI of this Decree, together with any outstanding stipulated penalties under Section XI of this Decree, except that the provisions and effect of Sections VII through X of this Consent Decree shall survive termination of the Decree.

XV. PUBLIC COMMENT

31. The Parties acknowledge that this Consent Decree will be subject to a public comment period of not less than thirty (30) days. Consequently, entry of the Decree after lodging shall be deferred to allow the time necessary for the United States and the KDHE to obtain and evaluate public comment on this Decree. The United States and the KDHE reserve the right to withdraw their consent to this Decree if comments received disclose facts or considerations that show that this Decree is inappropriate, improper, or inadequate. Defendant consents to the entry of this Decree by the Court without further notice. Defendant further agrees not to oppose entry of this Consent Decree by the Court or to challenge any provision of the Decree, unless either the United States or KDHE has notified Defendant in writing that it no longer supports entry of the Decree.
32. In the event that there is no Date of Final Approval of this Decree, this Decree and the settlement embodied herein is voidable at the direction of any Party, and the terms hereof may not be used as evidence in any litigation or other proceeding.

XVI. NOTICE

33. Any notice required hereunder shall be in writing and shall be delivered to the following:

As to the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Re: DJ # 90-11-3-08705/2

Restoration Fund Manager
Natural Resource Damage Assessment and Restoration Program
U.S. Department of the Interior
1849 C Street, NW, MS - 4449
Washington, D.C. 20240
Re: National Zinc Site, Cherryvale, KS

John Miesner
Manhattan Ecological Services Field Office
U.S. Fish and Wildlife Service
2609 Anderson Ave.
Manhattan, KS 66502

As to the Kansas Department of Health and Environment:

Leo Henning
Environmental Assessment and Restoration Section
Bureau of Environmental Remediation
Charles Curtis Building
1000 SW Jackson, Suite 410
Topeka, Kansas 66612-1367

Susan Andrews
Special Assistant Attorney General, Natural Resource Damages
Kansas Department of Health and Environment
Office of Legal Services
Charles Curtis Building
1000 SW Jackson Suite 560
Topeka, KS 66612-1368

As to the Defendant United States Steel Corporation:

Andrew G. Thiros
United States Steel Corporation
600 Grant Street, Room 1500
Pittsburgh, PA 15219-2800

Rick L. Menozzi, Director-Environ. Remediation
United States Steel Corporation

600 Grant St.
Pittsburgh, PA 15219

Mark Rupnow, Senior Environ. Engineer
United States Steel Corporation
1 N. Broadway, MS HB-5
Gary, IN 46402

34. Each Party to this Decree may change the person(s) it has designated to receive notice for that Party, or the addresses for such notice, by filing a written notice of such change with the Court and serving said notice on each of the other Parties to this Decree.
35. Defendants hereby agree to accept service of process by mail with respect to all matters arising under or relating to this Consent Decree and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable Local Rules of Civil Procedure and any applicable local rules of this Court including, but not limited to, service of a summons.

XVII. JUDGMENT

36. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment between the Plaintiffs and the Settling Defendants. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

IT IS SO ORDERED

DATED: 3-07-2008

s/Richard D. Rogers

**UNITED STATES DISTRICT JUDGE
DISTRICT OF KANSAS**

FOR THE UNITED STATES OF AMERICA;

WE HEREBY CONSENT to the entry of the Consent Decree in United States, et al. v. United States Steel Corporation, subject to the public notice and comment requirements of section XIV of this Consent Decree.

RONALD J. TENPAS
Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice

Dated: 1/18/08


ELLEN M. MAHAN
Deputy Section Chief
Environmental Enforcement Section

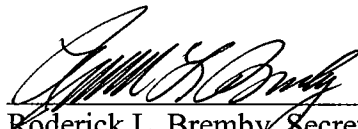
Dated: 1/18/08


KATHERINE A. LOYD
Trial Attorney
Environmental Enforcement Section
United States Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
(202) 514-4180 fax
(202) 514-3143 direct
Kate.Loyd@usdoj.gov

FOR THE KANSAS DEPARTMENT OF
HEALTH AND ENVIRONMENT

WE HEREBY CONSENT to the entry of the Consent Decree in United States, et al. v. United States Steel Corporation et al., subject to the public notice and comment requirements of section XIV of this Consent Decree.

Dated: December 18, 2007

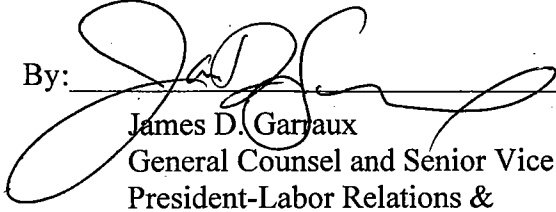

Roderick L. Bremby, Secretary
Kansas Department of Health and
Environment

By: 
Susan Andrews #12905
Special Assistant Attorney General
Kansas Department of Health and Environment

FOR DEFENDANT UNITED STATES STEEL CORPORATION:

WE HEREBY CONSENT to the entry of the Consent Decree in United States, *et al.* v. United States Steel Corporation *et al.*

By: _____


James D. Garraux
General Counsel and Senior Vice
President-Labor Relations &
Environmental Affairs
United States Steel Corporation

Agent Authorized to Accept Service on Behalf of Above Signed Party:

Andrew G. Thiros
United States Steel Corporation
600 Grant Street, Room 1500
Pittsburgh, PA 15219-2800
412-433-2851