IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF INDIANA
HAMMOND DIVISION

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| UNITED STATES OF AMERICA, | ) | |
| Plaintiff, | ) | |
| vs. | ) | CIVIL ACTION NO. |
| LTV STEEL COMPANY, INC., | ) | |
| Defendant. | ) | |

**CONSENT DECREE**

WHEREAS, Plaintiff United States of America, on behalf of the United States Environmental Protection Agency ("U.S. EPA"), filed a Complaint herein on _____, alleging that Defendant LTV Steel Company, Inc. ("LTV") violated Section 301 of the Clean Water Act ("Act"), 33 U.S.C. § 1311, and its National Pollutant Discharge Elimination System ("NPDES") Permit, issued pursuant to Section 402 of the Act, 33 U.S.C. § 1342, concerning oil spills and unpermitted discharges of pollutants into navigable waters;

WHEREAS, Plaintiff and Defendant have agreed that settlement of this matter is in the public interest and that entry of this Decree without further litigation is the most appropriate means of resolving this matter;

NOW, THEREFORE, before the taking of any testimony, upon the pleadings, without adjudication of any issue of fact or law, and without any admission or denial of any allegation in the Complaint, it is hereby ORDERED AND DECREED as follows:

## I. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action and over the parties consenting hereto, pursuant to 28 U.S.C. §§ 1331, 1345 and 1355, and Section 309(b) of the Clean Water Act, 33 U.S.C. § 1319(b). Venue is proper in this district, pursuant to Section 309(b) and (e) of the Act, 33 U.S.C. § 1319(b) and (e), because the facility which is the subject of this action is located in Lake County, which is in the Northern District of Indiana. The Complaint states a claim upon which relief can be granted pursuant to Section 309 of the Act, 33 U.S.C. § 1319.

## II. APPLICABILITY

2. The provisions of this Consent Decree shall apply to and be binding upon U.S. EPA and LTV, as well as LTV's officers, directors, agents, servants, employees, successors, and assigns, including LTV as a reorganized debtor, and any person, firm or corporation who is, or will be, acting in concert or privity with LTV, its officers, directors, agents, servants, employees, successors, or assigns, including LTV as a reorganized debtor. In the event LTV sells or transfers its real property or operations subject to this Consent Decree, it shall advise such buyer or transferee of the existence of this Decree and shall notify U.S. EPA of such sale or transfer at least five (5) days prior to such sale or transfer.

## III. FINDINGS OF FACT

3. Defendant LTV is a corporation, organized under the laws of the State of New Jersey, which owns and operates an integrated steel-making facility known as the Indiana Harbor Works ("facility"). LTV's facility is located at 3001 Dickey Road, East Chicago, Indiana. LTV Steel was formerly Republic Steel Corporation. On July 17, 1986, The LTV Corporation, LTV Steel and numerous related entities filed for protection under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. § 101 et seq., in the United States Bankruptcy Court for the Southern District of New York. LTV continues to be a debtor in possession.

4. On October 1, 1986, the Indiana Department of Environmental Management ("IDEM") issued NPDES Permit No. IN0000205 to LTV. The expiration date of the current permit is September 29, 1991.

5. On February 26, 1988, approximately 300 to 400 gallons of oil escaped from an oil separation pond at the LTV facility into a water intake channel ("No. 2 intake flume") which is connected to Indiana Harbor and Lake Michigan. LTV draws water from Lake Michigan, through the No. 2 intake flume and into the LTV facility, at an average rate of 26 million gallons per day. Of the 300 to 400 gallons of oil released into the intake flume on February 26, 1988, approximately 150 gallons reached Indiana Harbor and Lake Michigan. A substantial amount of the oil was recovered from the surface of the water by a contractor to LTV.

6. During a March 9, 1988, inspection of LTV's facility, U.S. EPA representatives observed that the oil separation pond at the facility was connected hydraulically and by an underground channel or tunnel to the No. 2 intake flume.

7. During the March 9, 1988, inspection of LTV's facility, U.S. EPA representatives observed two alleged unpermitted discharge points from pipes at the facility. One pipe discharged wastewater directly into the No. 2 intake flume. The other pipe discharged wastewater into the oil separation pond. Both discharge points allegedly existed at the facility since at least October 1983.

8. LTV's alleged past discharges into the No. 2 intake flume have caused sediments in the bottom of the flume to become contaminated with oil and other pollutants.

9. On April 18, 1988, U.S. EPA issued Administrative Order No. V-W-88-AO-44 to LTV Steel, pursuant to Sections 308 and 309 of the Act, 33 U.S.C. §§ 1318 and 1319. This Order required, inter alia, that LTV immediately cease all unpermitted discharges and provide written descriptions of all past unpermitted discharges.

## IV. OBJECTIVES OF THIS CONSENT DECREE

10. The purpose of the parties in entering into this Consent Decree is to further the objectives of the Clean Water Act, particularly Section 301 of the Act, 33 U.S.C. § 1251. All construction, removal, disposal, maintenance, and other obligations required under this Decree or resulting from the activities required by this Decree shall have the objective of causing LTV to come into and remain in full compliance with the Clean Water Act and the provisions of all applicable Federal and State laws and regulations.

## V. COMPLIANCE SCHEDULE

11. On or before entry of this Consent Decree, LTV shall complete the following projects:

A. Installation of the caster bypass system;

B. Relocation of the reciprocating compressor once through cooling-water discharge from the No. 2 intake flume to the pumphouse wet well;

C. Isolation of the oil separation pond from the No. 2 intake flume by eliminating the direct channel and any other hydraulic connection between the pond and the flume;

D. Installation of a bentonite slurry wall running for approximately 3,200 feet along the south side of the No. 2 intake flume;

E. Installation of an oil capture and containment system across the No. 2 intake flume; and

F. Installation of monitoring wells at both ends of the bentonite slurry wall, with initiation of an oil and groundwater monitoring program at the wells.

12. Not later than April 1, 1992, LTV shall construct a concrete underliner and containment system for the oil storage and processing tanks at the facility. At a minimum, the underliner and containment system shall be large enough to hold the maximum volume of the largest oil tank plus ten (10) per cent.

13. Not later than May 1, 1992, LTV shall submit to U.S. EPA, Region V, an updated Spill Prevention Control and Countermeasure Plan ("SPCC Plan") regarding the modified oil reclamation facilities, pursuant to 40 C.F.R. Part 112.

14. LTV agrees to undertake and complete a Sediment Removal and Disposal Project regarding the No. 2 intake flume. Under the Project, LTV shall remove and properly dispose of all sediment in the No. 2 intake flume, as specified in Paragraphs 15, 16 and 17 of this Consent Decree. Such removal and disposal shall be done in compliance with all applicable Federal, State and local laws, regulations and permits. For purposes of this Consent Decree, "sediment" is defined as all settled material (including all loose, solid and slurry material, whether oil-contaminated or not) between the slag fill walls of the No. 2 intake flume, down to the slag fill at the bottom of the flume or the "hard pan" of the original lake-bottom, whichever is shallower. The area in the No. 2 intake flume from which sediment is to be removed includes the entire area from the "air curtain" near the water intakes on the west end of the flume to the breakwater on the far east end of the flume. U.S. EPA retains the discretion to

determine whether such settled material constitutes "sediment" within the meaning of this Decree, and whether such sediment lies within this prescribed area and is therefore subject to removal and disposal by LTV.

15. Phase I of the Sediment Removal and Disposal Project shall consist of a Sediment Characterization Study ("SCS") for assessing the volume and nature of the sediment and pollutants in the No. 2 intake flume. A proposed SCS Plan and a Quality Assurance Project Plan ("QAPP") are detailed in Attachment A. Attachment A is hereby incorporated into, and shall be considered an enforceable part of, this Consent Decree. The SCS shall proceed in accordance with the following schedule:

A. Not later than October 31, 1991, LTV shall submit to U.S. EPA for review and approval a proposed SCS Plan and QAPP, including the criteria set out in Attachment A.

B. Not later than January 31, 1992, U.S. EPA will respond in writing with approval or required modifications of LTV's proposed SCS Plan and QAPP.

C. Not later than April 1, 1992, LTV shall submit to U.S. EPA a final SCS Plan and QAPP incorporating all modifications required by U.S. EPA.

D. Not later than June 1, 1992, LTV shall initiate the SCS, in accordance with the approved QAPP.

E. Not later than September 30, 1992, LTV shall complete the SCS and submit to U.S. EPA a SCS Report with supporting data, including all sediment profiles and sediment chemistry. The SCS Report shall contain an estimate of the volume of sediment in each segment studied; a summary of the chemical nature of the sediment in each segment studied; and an estimate of the total volume of sediment in the entire No. 2 intake flume.

16. Phase II of the Sediment Removal and Disposal Project shall consist of a Sediment Removal and Disposal Plan ("SRDP"), developed and implemented in accordance with the following schedule:

A. Not later than December 31, 1992, LTV shall submit to U.S. EPA for review and approval a proposed SRDP. The SRDP shall include an evaluation of various alternatives for removal of the sediment and pollutants in the No. 2 intake flume, such as dredging and vacuuming. The SRDP shall contain an evaluation of alternative methods of disposal of the sediment and pollutants removed from the No. 2 intake flume, including an evaluation of the possibility of using a portion of the steel-making process to either recycle or dispose of the sediment and pollutants. The SRDP shall also contain an environmental appraisal for each removal and disposal method considered by the SRDP; a schedule and estimated timetable for obtaining all Federal, State and local permits required for the Sediment Removal and Disposal Project; and a health and safety plan.

B. Not later than March 31, 1993, U.S. EPA will respond in writing with approval or modifications of LTV's proposed SRDP.

C. Not later than May 31, 1993, LTV shall submit to U.S. EPA a final SRDP incorporating all modifications required by U.S. EPA.

17. Phase III of the Sediment Removal and Disposal Project shall consist of implementation of the SRDP, as follows:

A. Not later than July 31, 1993, LTV shall apply for all Federal, State and local permits required to begin implementation of the SRDP.

B. Not later than March 1, 1994, LTV shall initiate sediment removal and disposal, pursuant to the requirements of the approved SRDP.

C. Not later than August 31, 1995, LTV shall certify to U.S. EPA that the Sediment Removal and Disposal Project has been completed in accordance with the requirements of the approved SRDP.

18. LTV's agreement to perform the Sediment Removal and Disposal Project does not constitute an admission by LTV, either express or implied, of any responsibility for the sediment contamination in question or liability for the sediment removal and disposal.

## VI. REPORTING

19. Beginning with the calendar quarter in which this Consent Decree is entered, and for every calendar quarter thereafter, LTV shall submit written status reports to U.S. EPA, Region V, which shall set forth the deadlines and other terms of this Decree which LTV was required to meet during the reporting period, whether LTV met these requirements, the reasons for any noncompliance, and any anticipated delays in meeting the requirements. Notification to U.S. EPA of any anticipated delay shall not, by itself, excuse the delay. Each report shall be deemed submitted on the date the report is postmarked and sent by certified mail, addressed as specified in Section XV, Paragraph 36 herein.

20. The reports shall be submitted within thirty (30) days after the end of the calendar quarter. Each report shall be signed and certified by a responsible corporate officer of LTV having knowledge of the report's contents. The Certification of the responsible officer shall be in the following form:

> I certify that I have personally examined and am familiar with the information contained in or attached to this report and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information contained in or attached to this report is true, accurate and complete.

LTV shall not object to the admissibility in evidence of any quarterly report in any proceeding to enforce this Consent Decree.

## VII. STIPULATED PENALTIES

21. LTV's failure to comply with any requirement of this Consent Decree shall result in LTV's payment to U.S. EPA of the following stipulated penalties:

A. If LTV fails to timely comply with any compliance activity specified in Section V, Paragraphs 11 through 17, above, then LTV shall pay a stipulated penalty of $3,000 per day for each such violation until LTV completes such compliance activity.

B. If LTV fails to comply with any of the reporting requirements set forth in Section VI, Paragraphs 19 and 20, above, then LTV shall pay a stipulated penalty of $1,500 per day for each day LTV Steel fails to submit each such report.

22. Nothing in this Section shall be construed to limit any other remedies or sanctions available to the United States for any violation by LTV of this Consent Decree or any provision of law. If, however, the United States collects a stipulated penalty under this Decree and subsequently seeks and is awarded a monetary penalty under the Clean Water Act or other applicable statute or regulation for the same act or omission, LTV shall receive a credit against such penalty for the amount of the stipulated penalty paid by LTV.

23. All stipulated penalties herein are due within ten (10) working days of service by U.S. EPA on LTV of a Notice of Noncompliance and a Demand for Payment of such stipulated penalties. However, in the event that LTV objects to U.S. EPA's Notice and Demand for stipulated penalties and invokes the Dispute Resolution provisions of Section XX of this Consent Decree, all stipulated penalties claimed to be due and owing shall be placed in an interest-bearing escrow account pending completion of the Dispute Resolution procedures, and, if required, shall be paid within ten (10) working days of the completion of those procedures. LTV shall make deposits into the escrow account at least every thirty (30) days of any additional stipulated penalties accruing during the Dispute Resolution process. Stipulated penalties shall begin to accrue on the day after a particular compliance activity or reporting requirement is due or the day a violation occurs, and shall continue to accrue through the day on which the compliance activity is

completed or the report is submitted, regardless of whether U.S. EPA serves a Notice of Noncompliance and a Demand for Payment or whether LTV invokes the Dispute Resolution provisions of this Decree.

24. LTV shall pay any stipulated penalties by certified or cashier's check, payable to "Treasurer, United States of America" and tendered to:

United States Attorney's Office
Northern District of Indiana
1001 Main Street, Suite A
Dyer, Indiana 46311

A letter identifying the violations for which payment is made shall be enclosed with the check. A copy of such check and the letter tendering the check shall be mailed to:

Chief, Compliance Section (5WCC-TUB-8)
Water Division
U.S. Environmental Protection
Agency, Region V
230 South Dearborn Street
Chicago, Illinois 60604

and

Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
P.O. Box 7611
Ben Franklin Station
Washington, D.C. 20044

## VIII. CIVIL PENALTIES

25. Defendant LTV shall pay a civil penalty in the amount of Two Hundred Fifty Thousand Dollars ($250,000.00) in satisfaction of the United States' claims for LTV's violations of the Clean Water Act, as alleged in the Complaint filed herein. Payment of the penalty shall be made by delivering a cashier's check in the sum stated above, within thirty (30) days of entry of this Consent Decree, made payable to "Treasurer, United States of America" and tendered to:

United States Attorney's Office
Northern District of Indiana
1001 Main Street, Suite A
Dyer, Indiana 46311

A copy of such check and the letter tendering the check shall be mailed to:

Chief, Compliance Section (5WCC-TUB-8)
Water Division
U.S. Environmental Protection
Agency, Region V
230 South Dearborn Street
Chicago, Illinois 60604

and

Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
P.O. Box 7611
Ben Franklin Station
Washington, D.C. 20044

## IX. ADMINISTRATIVE ORDER

26. Payment of the civil penalty specified in Section VIII herein and completion of the Sediment Removal and Disposal Project will constitute satisfaction and termination of Administrative Order No. V-W-88-AO-44.

## X. RIGHT OF ENTRY

27. U.S. EPA, the State, and their representatives, contractors, consultants, and attorneys shall have authority to enter the facility covered by this Consent Decree, upon proper presentation of credentials, for the purposes of:

A. Monitoring the progress of activities required by this Decree;

B. Verifying the data or information required to be submitted to U.S. EPA and the State pursuant to this Decree;

C. Obtaining samples, and, upon request, splits of any samples taken by LTV or its consultants;

D. Assessing LTV's compliance with this Decree; and

E. Shooting photographs of the Sediment Removal and Disposal Project.

Nothing in this Section shall otherwise limit the rights of entry of U.S. EPA, the State, and their representatives, contractors, consultants, and attorneys under applicable Federal, State or local laws, rules or regulations.

## XI. PERMIT OBLIGATIONS

28. This Consent Decree does not constitute authorization or approval of the construction of any physical structure or facility, the modification of any facility, or the modification of any existing treatment works or sewer system. Approval for any such construction or modification shall be by permit issued by the State or such other permits as may be required by applicable Federal, State or local laws, rules or regulations.

29. This Consent Decree is not and shall not be interpreted to be a permit or modification of any existing permit issued pursuant to Section 402 of the Clean Water Act, 33 U.S.C. § 1342. This Decree does not relieve LTV of any obligation to apply for, obtain and comply with the requirements of any new or existing NPDES permit, nor with any other Federal, State or local law, rule or regulation. The pendency or outcome of any proceeding concerning the issuance, reissuance or modification of any NPDES permit shall neither affect nor postpone LTV's duties and liabilities as set forth in this Decree.

## XII. FAILURE OF COMPLIANCE

30. U.S. EPA does not by its agreement to the entry of this Consent Decree, warrant or aver in any manner that LTV's complete compliance with the Decree will result in compliance with the provisions of the Clean Water Act, 33 U.S.C. § 1251 et seq., or LTV Steel's NPDES permit. Notwithstanding U.S. EPA's review and approval of any plans, LTV shall remain solely responsible for

compliance with the terms of this Decree and with all provisions of its NPDES permit.

## XIII. NON-WAIVER PROVISIONS

31. This Consent Decree in no way affects or relieves LTV of its responsibility to comply with any Federal, State or local law, regulation or permit. Nothing contained in this Decree shall be construed to prevent or limit the rights of the United States to obtain penalties or injunctive relief under the Act or other Federal statutes or regulations, except as expressly specified herein.

32. The parties agree that LTV is responsible for achieving and maintaining complete compliance with all applicable Federal and State laws, regulations and permits, and that compliance with this Consent Decree shall not be a defense to any action commenced pursuant to said laws, regulations or permits.

33. This Consent Decree does not limit or affect the rights of LTV or of the United States as against any third parties, nor does it limit the rights of third parties, not parties to this Decree, against LTV.

34. The United States reserves any and all legal and equitable remedies available to enforce the provisions of this Consent Decree.

## XIV. COSTS OF SUIT

35. Each party shall bear its own costs and attorney's fees in this action.

## XV. FORM OF NOTICE

36. Except as specified otherwise, all written reports, notices, submissions, or other communication with U.S. EPA, Region V, or LTV required by or with respect to this Consent Decree, shall be addressed, respectively, as follows:

**Documents directed to U.S. EPA, Region V:**

Chief, Compliance Section (5WCC-TUB-8)
Water Division
U.S. Environmental Protection
Agency, Region V
230 South Dearborn Street
Chicago, Illinois 60604

**Documents directed to LTV:**

D. E. Papajcik
Attorney
LTV Steel Company, Inc.
25 W. Prospect Avenue
Cleveland, Ohio 44115

and

Vice President and General Manager
LTV Steel Company, Inc.
3001 Dickey Road
East Chicago, Indiana 46312

37. Notifications or communications with U.S. EPA, Region V, shall be deemed submitted on the date they are postmarked and sent by certified mail, return receipt requested.

## XVI. MODIFICATION

38. Except as provided for herein, there shall be no modification of this Consent Decree without written approval of both parties to the Decree and the Court.

## XVII. PUBLIC COMMENT

39. The parties agree and acknowledge that final approval by the United States and entry of this Consent Decree is subject to the requirements of 28 C.F.R. Section 50.7, which provides for the notice of the lodging of this Decree in the Federal Register, an opportunity for public comment, and consideration of any comment. The United States reserves the right to withdraw its consent to this Decree if comments from the public indicate that this Decree is inappropriate.

## XVIII. SEVERABILITY

40. It is the intent of the parties that the provisions of this Consent Decree are severable, and if any provision is declared by a court of competent jurisdiction to be invalid and unenforceable, the remaining provisions of the Decree shall continue in full force and effect.

## XIX. DELAYS OR IMPEDIMENTS TO PERFORMANCE

41. If any event occurs which causes or may cause a delay in compliance with any provision of this Consent Decree or otherwise impedes LTV's ability to perform the requirements of this Decree, including delay occasioned by unseasonable weather conditions and delay resulting from LTV's inability to secure a necessary Federal, State or local permit, LTV shall inform the Court and U.S. EPA in writing within seven (7) days of the date on which LTV first knew of the event or should have known of the event by the exercise of due diligence. The notice shall specifically reference this Section of the Decree and describe in detail the anticipated length of time the delay may persist, the precise cause or causes of the delay, the measures taken or to be taken by LTV to prevent or minimize the delay, and the schedule by which those measures will be implemented. LTV shall adopt all reasonable measures to avoid and minimize such delays.

42. Failure by LTV to comply with the notice requirements of this Section of the Consent Decree shall render this Section of the Decree null and void and of no effect as to the particular incident involved, and shall constitute a waiver of LTV's right to obtain an extension of time for its obligations under this Section based on such incident.

43. U.S. EPA shall notify LTV in writing of its agreement or disagreement with LTV's claim of delay or impediment to performance within thirty (30) days of receipt of LTV's notice under this Section of the Decree.

44. If U.S. EPA agrees that the event and resulting delay or impediment to performance have been or will be caused entirely by circumstances beyond the control of LTV or any entity controlled by LTV, including LTV's consultants and contractors, and that LTV could not have foreseen or prevented the event or delay by the exercise of due diligence, the parties may stipulate to an extension of time for performance of the particular compliance requirement affected by the event, for a period not to exceed the actual period of delay resulting from the event. Such stipulation shall be filed as a modification to this Consent Decree, pursuant to the Modification procedures established in Section XVI of this Decree.

45. If U.S. EPA does not agree with LTV's claim of delay or impediment to performance, LTV may submit the matter to the Court for resolution pursuant to the Dispute Resolution provisions established in Section XX of this Consent Decree. If LTV submits the matter to the Court for resolution and the Court determines that the event and resulting delay or impediment to performance were caused by circumstances beyond the control of LTV or any entity controlled by LTV, including LTV's consultants and contractors, and that LTV could not have foreseen or prevented the event or delay by the exercise of due diligence, LTV shall be excused as to that delay or impediment to performance (including stipulated penalties), but only for the actual period of delay or impediment resulting from the particular event.

46. LTV shall bear the burden of proving that the event and resulting delay or impediment to performance were caused entirely by circumstances beyond the control of LTV or any entity controlled by LTV, including LTV's consultants and contractors, and that LTV could not have foreseen or prevented the event or delay by the exercise of due diligence. LTV shall also bear the burden of proving the duration and extent of any delay or impediment to performance attributable to such event. An extension of one compliance date based on a particular event does not necessarily result in an extension of subsequent compliance date or dates. LTV must make an individual showing of proof regarding each delayed incremental step or requirement for which an extension is sought.

47. Unanticipated or increased costs or expenses associated with the implementation of this Consent Decree, or changed financial circumstances of LTV shall not, in any event, serve as a basis for modifications of this Decree or extensions of time under this Decree.

## XX. DISPUTE RESOLUTION

48. If, in the opinion of any party, there is a dispute with respect to the meaning of this Consent Decree or LTV's obligations thereunder, that party shall send to the other party a written notice outlining the nature of the dispute and requesting informal negotiations to resolve the dispute. Such period of informal negotiations shall not extend beyond thirty

(30) days from the date the notice was sent, unless the parties agree otherwise.

49. If the informal negotiations are unsuccessful, the position of the United States shall control unless LTV files with the Court a petition describing the nature of the dispute and including a proposal for its resolution. LTV's petition must be filed no more than twenty (20) days after termination of the informal negotiations. The United States shall then have thirty (30) days within which to file a written response to LTV's petition. In any such dispute, LTV shall have the burden of proving that the position of the United States lacks a rational basis or is otherwise contrary to law.

50. Invocation of the dispute resolution provisions of this Section shall not extend or postpone any deadline affected by the dispute nor excuse stipulated penalties for any failure by LTV to timely perform the requirements of this Consent Decree, except to the extent that the Court upholds LTV's position and deems extension of deadlines and diminution of penalties appropriate.

## XXI. JURISDICTION OF THE COURT

51. The Court shall retain jurisdiction of this case until termination of this Consent Decree, in order to enforce or interpret the rights and obligations of the parties to the Decree.

## XXII. TERMINATION

52. This Consent Decree shall terminate by motion of any party to the Court after each of the following has occurred:

A. LTV has achieved compliance with all the provisions contained in this Decree;

B. LTV has paid all penalties due under this Decree;

C. LTV has certified compliance, pursuant to Paragraphs (A) and (B) of this Section, to the Court and U.S. EPA; and

D. U.S. EPA has not contested, in writing, within sixty (60) days of receiving certification of compliance from LTV, pursuant to Paragraph (C) of this Section, that such compliance has been achieved. If U.S. EPA disputes LTV's full compliance, the dispute resolution provisions of this Decree shall be invoked, and the Decree shall remain in effect pending resolution of the dispute by the parties or the Court.

**FOR PLAINTIFF THE UNITED STATES OF AMERICA:**

_____ _____

BARRY M. HARTMAN — Date
Acting Assistant Attorney General
Environment and Natural Resources Division
United States Department of Justice
Washington, D.C. 20530

_____ _____

THOMAS M. GILLER — Date
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
c/o U.S. EPA, Region V (5CA-TUB-3)
230 South Dearborn Street
Chicago, Illinois 60604

JOHN F. HOEHNER
Acting United States Attorney
Northern District of Indiana

By:_____ _____
ANDREW B. BAKER, JR. Date
Assistant United States Attorney
Northern District of Indiana
1001 Main Street, Suite A
Dyer, Indiana 46311

_____ _____
EDWARD E. REICH Date
Acting Assistant Administrator
for Enforcement
United States Environmental
Protection Agency
401 M Street, SW
Washington, D.C. 20460

_____ _____
VALDAS V. ADAMKUS Date
Regional Administrator
United States Environmental Protection
Agency, Region V
230 South Dearborn Street
Chicago, Illinois 60604

_____ _____
REGINALD A. PALLESEN Date
Assistant Regional Counsel
United States Environmental Protection
Agency, Region V (5CA-TUB-3)
230 South Dearborn Street
Chicago, Illinois 60604

**ATTACHMENT A**

**SEDIMENT CHARACTERIZATION STUDY FOR THE NO. 2 INTAKE FLUME**

## I. Quality Assurance Project Plan

The Sediment Characterization Study ("SCS") shall include a field and laboratory Quality Assurance Project Plan ("QAPP"), developed in accordance with U.S. EPA's "Interim Guidelines and Specifications for Preparing Quality Assurance Project Plans," December 1980 (QAMS-005/80); "Data Quality Objective Guidance," (EPA/540/G87/003 and 004); "EPA NEIC Policies and Procedures Manual," May 1978, revised November 1984 (EPA 330/9-78-001-R); and any subsequent amendments to those guidelines. The QAPP criteria set out in 40 C.F.R. § 30.503(e) shall be modified slightly to more accurately fit the Sediment Removal and Disposal Project. Accordingly, the QAPP for the SCS shall include the following elements:

1. Background and project description;
2. Project organization and responsibility;
3. Quality assurance objectives and criteria for determining accuracy, completeness, representativeness, and comparability;
4. Field sampling plan;
5. Sample custody;
6. Analytical procedures;
7. Calibration procedures and frequency;
8. Data reduction, validation and reporting;

9. Internal quality control checks;

10. Performance and system audits;

11. Preventative maintenance;

12. Specific routine procedures used to assess data precision, accuracy and completeness;

13. Corrective action;

14. Quality assurance reports to management;

15. List of contacts; and

16. Health and safety for field and laboratory.

## II. Sediment Characterization Study Plan

The Sediment Characterization Study shall also include a Plan for profiling, sampling and analysis of sediment in the No. 2 intake flume, as specified in Section V of the Consent Decree, in accordance with the QAPP. The SCS Plan shall include the following elements:

A. Profiling and quantification of sediment in the No. 2 intake flume shall be completed in accordance with the following:

1. Profile cross-sections shall be taken every 200 feet along the length of the flume;

2. Each profile cross-section shall be developed by measuring, at four equidistant locations across the width of the flume, the depth of the water, the depth of the sediment, and the depth of any slag fill down to the "hard pan" of the original lake-bottom. The cross-section measuring points shall be numbered sequentially;

3. The data for each profile cross-section shall be shown in a graphic illustration;

4. A summary of the total volume of sediment in the flume, based on the profiling, shall be included in the completed SCS Report.

B. In conjunction with the profiling, sampling and analysis of sediment in the No. 2 intake flume shall proceed as follows:

1. At every third (i.e., 600 foot) profile cross-section, a sediment core shall be taken at each of the four cross-section measuring points;

2. Each sediment core shall be sampled in accordance with the procedures outlined in the QAPP;

3. A field notebook shall be maintained to record the physical characteristics of the sediment in each core sample, including those characteristics detailed in the QAPP. The notebook shall include a photograph of each intact extruded core sample;

4. A representative of U.S. EPA may be present during the coring and sampling;

5. Unless specified otherwise in the QAPP, the first and second sediment core samples and the third and fourth sediment core samples at each applicable profile section shall be composited for analysis;

6. Only the sediment portions of the core samples need to be analyzed initially;

7. The slag fill portion of the core samples need not be analyzed initially, but shall be stored for the duration of the Consent Decree should analytical workup of that material become necessary;

8. Each composite sample shall be analyzed, pursuant to the QAPP, for:

   a. Polychlorinated Biphenyl ("PCB"), method 880

   b. Polycyclic Aromatic Hydrocarbons ("PAHs"):

      Acenaphthene
      Acenaphthylene
      Anthracene/Phenanthrene
      Benzo(a)anthracene
      Benzo(a)pyrene
      Benzo(b)fluoranthene
      Benzo(f)fluoranthene
      Chrysene
      Dibenzo(a,h,)anthrecene
      Ideno (1,2,3-CD)
      Pyrene
      Naphthalene

c. Heavy metals:

Arsenic
Cadmium
Chromium
Lead
Zinc

d. TCLP

e. Corrosivity

f. Ignitability

g. Reactivity

h. Total petroleum hydrocarbons

i. Any other parameters which LTV believes are necessary to complete the Sediment Removal and Disposal Project.

## XXII. TERMINATION

52. This Consent Decree shall terminate by motion of any party to the Court after each of the following has occurred:

A. LTV has achieved compliance with all the provisions contained in this Decree;

B. LTV has paid all penalties due under this Decree;

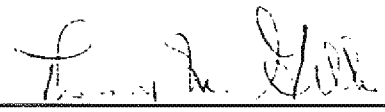
C. LTV has certified compliance, pursuant to Paragraphs (A) and (B) of this Section, to the Court and U.S. EPA; and

D. U.S. EPA has not contested, in writing, within sixty (60) days of receiving certification of compliance from LTV, pursuant to Paragraph (C) of this Section, that such compliance has been achieved. If U.S. EPA disputes LTV's full compliance, the dispute resolution provisions of this Decree shall be invoked, and the Decree shall remain in effect pending resolution of the dispute by the parties or the Court.

**FOR PLAINTIFF THE UNITED STATES OF AMERICA:**

5/13/92
Date

BARRY M. HARTMAN
Acting Assistant Attorney General
Environment and Natural Resources Division
United States Department of Justice
Washington, D.C. 20530



5-21-92
Date

THOMAS M. GILLER
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
c/o U.S. EPA, Region V (5CA-TUB-3)
230 South Dearborn Street
Chicago, Illinois 60604

JOHN F. HOEHNER
United States Attorney
Northern District of Indiana

By: _____ _____
ANDREW B. BAKER, JR. Date
Assistant United States Attorney
Northern District of Indiana
1001 Main Street, Suite A
Dyer, Indiana 46311

_____ 3/10/92
HERBERT H. TATE Date
Assistant Administrator
for Enforcement
United States Environmental
Protection Agency
401 M Street, SW
Washington, D.C. 20460

_____ 12/23/91.
VALDAS V. ADAMKUS Date
Regional Administrator
United States Environmental Protection
Agency, Region V (R-19J)
77 West Jackson Boulevard
Chicago, Illinois 60604-3590

_____ Nov 15, 1991
REGINALD A. PALLESEN Date
Assistant Regional Counsel
United States Environmental Protection
Agency, Region V (CA-3T)
77 West Jackson Boulevard
Chicago, Illinois 60604-3590

FOR DEFENDANT LTV STEEL COMPANY, INC.

W. G. Wiley

W. G. WILEY, JR.
Senior Vice President,
Flat Rolled Products

10/22/91
Date

Consent Decree entered this _____ day of _____, 1991.

UNITED STATES DISTRICT JUDGE
Northern District of Indiana