BILL 2010-70

AGENDA ITEM

TO: Mayor and City Council

FROM: David Watson, City Manager

DATE: December 2, 2010

RE: **Ordinance approving Administrative Settlement Agreement and Order on Consent for Removal Action and Sukup Corporation with the US EPA**

The City of Cameron and Sukup Corporation have been involved with the United States Environmental Protections Agency (EPA) in regards to property formerly owned by Cameron and currently owned by Sukup. The EPA has been investigating environmental concerns on the Sukup property and now wishes that the parties reach a settlement agreement. This Ordinance follows behind the Participation Agreement (PA) and can only be approved once the PA is acted upon.

RECOMMENDATION:
Staff recommends that Council adopt the attached Ordinance as a reasonable solution to the environmental issues on the former City and current Sukup property. This item is time sensitive and staff requests that all actions be taken on December 6, 2010.

Bill 2010-70 Ordinance _____

AN ORDINANCE AUTHORIZING AN ADMINISTRATIVE SETTLEMENT AGREEMENT AND ORDER ON CONSENT FOR REMOVAL ACTION BY AND BETWEEN THE CITY OF CAMERON, CLINTON AND DeKALB COUNTIES, MISSOURI AND SUKUP MANUFACTURING COMPANY WITH THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

WHEREAS, the City of Cameron, a political subdivision of the State of Missouri, (hereinafter called "City") wishes to enter into a Administrative Settlement Agreement and Order on Consent for Removal Action with Sukup Manufacturing Company of Sheffield, Iowa (hereinafter called "Sukup"); and

WHEREAS, the City and Sukup, by this agreement, will execute an Administrative Settlement Agreement and Order on Consent for Removal Action on property owned by Sukup and formally owned by the City; and

WHEREAS, the EPA has indicated that it will approve on-site management of this low-level contamination as the appropriate response rather than removal - provided the City of Cameron and Sukup timely enter into an Administrative Settlement Agreement with the EPA that will ensure proper long-term management of the affected area.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CAMERON, CLINTON AND DeKALB COUNTIES, MISSOURI AS FOLLOWS,

Section 1. The Mayor is hereby authorized to sign the Administrative Settlement Agreement and Order on Consent for Removal Action by and between the City and Sukup, a copy of which is attached hereto and made a part hereof, and to execute said agreement.

Section 2. The Mayor is hereby authorized to sign this Ordinance on behalf of the City of Cameron.

Section 3. The City Clerk is hereby directed to attest to the Mayor's signature.

Read two times, passed and approved this 6th day of December 2010.

_____
Mayor Dennis M. Clark

ATTEST:

_____
City Clerk

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION VII

IN THE MATTER OF:	ADMINISTRATIVE SETTLEMENT AGREEMENT AND ORDER ON CONSENT FOR REMOVAL ACTION
Rockwool Industries Superfund Site Cameron, Missouri	
City of Cameron and Sukup Manufacturing Co.	U.S. EPA Region VII CERCLA Docket No. 07-2010-0012
Respondents	Proceeding Under Sections 104, 106(a), 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9604, 9606(a), 9607 and 9622

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I. JURISDICTION AND GENERAL PROVISIONS

1. This Administrative Settlement Agreement and Order on Consent ("Settlement Agreement") is entered into voluntarily by the United States Environmental Protection Agency ("EPA"), the City of Cameron and Sukup Manufacturing Co. ("Respondents"). This Settlement Agreement provides for the performance of a removal action by Respondents and the reimbursement of certain response costs incurred by the United States at or in connection with the "Rockwool Industries Superfund Site" (the "Site") located at 7426 NE 352nd Street, Cameron, Clinton County, Missouri.

2. This Settlement Agreement is issued under the authority vested in the President of the United States by Sections 104, 106(a), 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9604, 9606(a), 9607 and 9622, as amended ("CERCLA").

3. EPA has notified the State of Missouri (the "State") of this action pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

4. EPA and Respondents recognize that this Settlement Agreement has been negotiated in good faith and that the actions undertaken by Respondents in accordance with this Settlement Agreement do not constitute an admission of any liability. Respondents do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement, the validity of the findings of facts, conclusions of law, and determinations in Sections IV and V of this Settlement Agreement. Respondents agree to comply with and be bound by the terms of this Settlement Agreement and further agree that they will not contest the basis or validity of this Settlement Agreement or its terms in a proceeding to implement or enforce this Settlement Agreement.

II. PARTIES BOUND

5. This Settlement Agreement applies to and is binding upon EPA and upon Respondents and their successors and assigns. Any change in ownership or corporate status of a Respondent including, but not limited to, any transfer of assets or real or personal property shall not alter such Respondent's responsibilities under this Settlement Agreement.

6. Respondents are jointly and severally liable for carrying out all activities required by this Settlement Agreement. In the event of the insolvency or other failure of any one or more Respondents to implement the requirements of this Settlement Agreement, the remaining Respondent shall complete all such requirements. For purposes of this Settlement Agreement, compliance by one Respondent shall be compliance by Respondents.

7. Respondents shall ensure that their contractors retained to perform Work under this Settlement Agreement receive a copy of this Settlement Agreement and comply with this Settlement Agreement. Respondents shall be responsible for any noncompliance with this Settlement Agreement.

III. DEFINITIONS

8. Unless otherwise expressly provided in this Settlement Agreement, terms used in this Settlement Agreement which 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 Settlement Agreement or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply:

a. "Action Memorandum" shall mean the EPA Action Memorandum relating to the Site, signed by the Superfund Division Director, EPA Region VII, or her delegatee, including all attachments thereto, and contained in the Administrative Record for this Site.

b. "Area of Interest" shall mean that part of the Site designated in the map which is attached as Appendix A where high levels of lead were found at least three feet below ground surface.

c. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, *et seq*.

d. "Day" shall mean a calendar day. In computing any period of time under this Settlement Agreement, 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.

e. "Effective Date" shall be the effective date this Settlement Agreement is signed by EPA, as provided in Section XXVII.

f. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

g. "MDNR" shall mean the Missouri Department of Natural Resources and any successor departments or agencies of the State.

h. "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 items pursuant to this Settlement Agreement, verifying the Work, or otherwise implementing, overseeing, or enforcing this Settlement Agreement, including but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, the costs incurred pursuant to Paragraph 29 (emergency response) and Paragraph 54 (work takeover).

i. "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.

j. "Insurance" shall mean comprehensive general liability insurance and automobile insurance with limits of one million dollars, combined single limit, naming EPA as an additional insured.

k. "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.

l. "Settlement Agreement" shall mean this Administrative Settlement Agreement and Order on Consent and all appendices attached hereto (listed in Section XXVI). In the event of conflict between this Settlement Agreement and any appendix, this Settlement Agreement shall control.

m. "Paragraph" shall mean a portion of this Settlement Agreement identified by an Arabic numeral.

n. "Parties" shall mean EPA and Respondents.

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

p. "Respondents" shall mean the City of Cameron, Missouri and Sukup Manufacturing Co.

q. "Section" shall mean a portion of this Settlement Agreement identified by a Roman numeral.

r. "Site" shall mean the Rockwool Industries Superfund Site, located at 7426 NE 352nd Street, Cameron, Missouri, consisting of approximately 20 acres within the SW 1/4 of Section 21, Township 57, Range 3 in Cameron, Clinton County, Missouri. The Site is depicted on the map attached as Appendix A.

s. "State" shall mean the State of Missouri.

t. "Statement of Work" or "SOW" shall mean the statement of work for implementation of the removal action, as set forth in Appendix B to this Settlement Agreement, and any modifications made thereto in accordance with this Settlement Agreement.

u. "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 Chapter 2 of Title 10 of the Missouri Code of State Regulations, 10 CSR 24-2.010(7).

v. "Work" shall mean all activities Respondents are required to perform under this Settlement Agreement.

IV. FINDINGS OF FACT

9. Between 1974 and 1982, Rockwool Industries, Inc. ("Rockwool") leased property from Respondent City of Cameron and operated a rockwool thermal insulation manufacturing facility at the Site. A waste product from the manufacture of insulation was baghouse dust that contained lead.

10. During its period of operation, Rockwool buried the baghouse dust on the Site in the Area of Interest, located northeast of an electrical substation that is owned by Respondent City of Cameron, and identified in the map, Appendix A.

11. Respondent City of Cameron sold the Site in 2007 to Respondent Sukup Manufacturing Co., but retained easements to access its buried electrical utility lines located in the Area of Interest.

12. Beginning in 2008, MDNR, with the assistance of EPA, undertook an environmental investigation in and around the City of Cameron in response to citizens' concerns relating to health issues. The investigation included the collection of soil and groundwater samples at the Site.

13. In March 2009, EPA again collected soil and groundwater samples at the Site. Analyses of the samples indicated the presence of metals in the groundwater and soils.

14. In October 2009, EPA collected soil samples at least three feet below ground surface in the Area of Interest. The analytical results of these samples indicated the presence of lead at levels as high as 110,000 milligrams per kilogram (mg/kg). The results of analysis following the Toxicity Characteristic Leaching Procedure (TCLP) indicated that lead was present at 195 milligrams per liter (mg/L), exceeding the TCLP limit of 5 mg/L which is the regulatory limit for disposal in a non-hazardous waste landfill.

15. In 2010, EPA determined that lead is present at high concentrations in the soils in the Area of Interest and such lead-contaminated soils have the potential to migrate via airborne dusts, surface runoff, percolation into groundwater, construction activity and tracked indoors by foot traffic. Data that EPA relied on to support its determination, including but not limited to, analytical results referenced in Paragraph 14 herein, and selection of a response action are contained in the Administrative Record for this Site, located at the EPA Region VII Office, 901

N. 5th Street, Kansas City, Kansas 66101 and the Cameron Public Library, 312 N. Chestnut Street, Cameron, Missouri 64429-1774.

V. CONCLUSIONS OF LAW AND DETERMINATIONS

16. Based on the Findings of Fact set forth above, and the Administrative Record supporting this removal action, EPA has determined that:

a. The Rockwool Industries Superfund Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

b. The contamination found at the Site, as identified in the Findings of Fact above, includes a "hazardous substance(s)" as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

c. Each Respondent is a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

d. Each Respondent is a responsible party under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is jointly and severally liable for performance of response action and for response costs incurred and to be incurred at the Site. For example:

i. Respondent Sukup Manufacturing Co. is the "owner and operator", as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), of the Area of Interest, which is a "facility", as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9), and within the meaning of Section 107(a)(1) of CERCLA, 42 U.S.C. § 9607(a)(1).

ii. Respondent City of Cameron was the "owner" at the time of disposal of hazardous substances, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), at the "facility", as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9), and within the meaning of Section 107(a)(2) of CERCLA, 42 U.S.C. § 9607(a)(2).

e. The conditions described in Paragraphs 14 and 15 of the Findings of Fact above constitute an actual or threatened "release" of a hazardous substance from the facility as defined by Section 101(22) of CERCLA, 42 U.S.C.§ 9601(22).

f. The removal action required by this Settlement Agreement is necessary to protect the public health, welfare, or the environment and, if carried out in compliance with the terms of this Settlement Agreement, will be consistent with the NCP, as provided in Section 300.700(c)(3)(ii) of the NCP.

VI. SETTLEMENT AGREEMENT AND ORDER

17. Based upon the foregoing Findings of Fact, Conclusions of Law, Determinations, and the Administrative Record for this Site, it is hereby Ordered and Agreed that Respondents shall comply with all provisions of this Settlement Agreement, including, but not limited to, all appendices and attachments to this Settlement Agreement and all documents incorporated by reference into this Settlement Agreement.

VII. DESIGNATION OF PROJECT COORDINATOR AND ON-SCENE COORDINATOR

18. Within 5 days after the Effective Date, Respondents shall designate a Project Coordinator who shall be responsible for administration of all actions by Respondents required by this Settlement Agreement and shall submit to EPA the designated Project Coordinator's name, address, telephone number, and qualifications. To the greatest extent possible, the Project Coordinator shall be present on Site or readily available during Site work. EPA retains the right to disapprove of the designated Project Coordinator. If EPA disapproves of the designated Project Coordinator, Respondents shall retain a different Project Coordinator and shall notify EPA of that person's name, address, telephone number, and qualifications within 5 days following EPA's disapproval. Receipt by Respondents' Project Coordinator of any notice or communication from EPA relating to this Settlement Agreement shall constitute receipt by all Respondents. The Project Coordinator may be an employee of the City of Cameron.

19. EPA has designated Doug Ferguson of the Region VII Emergency Response and Removal North Branch, as its On-Scene Coordinator ("OSC"). Except as otherwise provided in this Settlement Agreement, Respondents shall direct all submissions required by this Settlement Agreement to the OSC at 901 N. 5th Street, Kansas City, Missouri 66101 or by electronic mail to: ferguson.doug@epa.gov

20. EPA and Respondents shall have the right, subject to Paragraph 18, to change their respective designated OSC or Project Coordinator. Respondents shall notify EPA 5 days before such a change is made. The initial notification may be made orally, but shall be promptly followed by a written notice.

VIII. WORK TO BE PERFORMED

21. Respondents shall perform all actions necessary to implement the Statement of Work. The actions to be implemented generally include, but are not limited to, the following:

a. Survey of the Area of Interest.
b. Installation and maintenance of fencing surrounding the Area of Interest.
c. Posting and maintenance of metal signage on the fence surrounding the Area of Interest with the following message:

WARNING NO TRESPASSING:
Hazardous Substances Beneath Surface of Fenced Area.

d. Filing an Environmental Covenant in the Clinton County Recorder of Deeds in a form substantially similar to the document which is attached as Appendix C.

22. Notification. Respondents shall notify EPA at least 5 days prior to construction of the fence. Respondents shall also provide written notice to EPA within 3 days of when the construction is complete.

23. Post-Removal Site Control. In accordance with the SOW, or as otherwise directed by EPA, Respondents shall periodically examine the fenced area to confirm that the fence and signage remain intact. Respondents shall repair or replace the fence and signage whenever necessary to inform members of the public of the presence of hazardous substances and prevent the public from entering.

24. Reporting. One year from the Effective Date and on an annual basis thereafter until EPA terminates this obligation, Respondents shall submit to EPA photographs of the Area of Interest taken during the month the submittal is due, which depict the fence and the signage required by this Settlement Agreement. Respondent shall transmit the photographs, along with the following certification:

> I submit the enclosed photographs and this certification in compliance with the *Administrative Settlement Agreement and Order on Consent for Removal Action*, CERCLA Docket No. 07-2010-0012. I hereby certify under penalty of law that the enclosed photographs reflect a true and accurate depiction of the Area of Interest at this time, that the Area of Interest remains undisturbed, the fence remains intact, and the message on the signs remain legible. I am aware that there are significant penalties for submitting false information, including the possibility of fine or imprisonment.
>
> _____ _____
> Signature Date
>
> _____
> Printed Name

25. Respondent Sukup Manufacturing Co. shall, at least 30 days prior to the conveyance of any interest in real property at the Area of Interest, give written notice to the transferee that the property is subject to an Environmental Covenant and shall provide written notice to EPA and the State of the proposed conveyance, including the name and address of the transferee.

IX. SITE ACCESS AND INSTITUTIONAL CONTROLS

26. Respondent Sukup Manufacturing Co. shall execute and record in the Clinton County Recorder of Deeds an Environmental Covenant that: (i) grants a right of access to EPA, Respondent City of Cameron, the State, and their contractors and representatives to conduct any activity regarding the Settlement Agreement; (ii) restricts land usage of the Area of Interest to prohibit any construction and excavation exceeding two feet unless approved by EPA and MDNR; (iii) requires a fence for the Area of Interest that is at a minimum 4 feet high with a barbed wire strand at every foot; (iv) requires signage consistent with Paragraph 21(c) herein; and (v) grants the right to the State, Respondents, and EPA to enforce the specific land use restrictions listed therein. The Environmental Covenant shall be in the form substantially similar to the document

that is Appendix C. Respondent Sukup Manufacturing Co. shall record the Environmental Covenant within thirty (30) days of receipt by Sukup Manufacturing Co. of a fully executed Environmental Covenant.

27. Notwithstanding any provision of this Settlement Agreement, EPA and the State retain all of their access authorities as well as all of their rights to require land use restrictions, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

X. COMPLIANCE WITH OTHER LAWS

28. Respondents shall perform all actions required pursuant to this Settlement Agreement in accordance with all applicable state and federal laws and regulations except as provided in Section 121(e) of CERCLA, 42 U.S.C. § 6921(e), and 40 C.F.R. §§ 300.400(e) and 300.415(j). In accordance with 40 C.F.R. § 300.415(j), all on-Site actions required pursuant to this Settlement Agreement shall, to the extent practicable, as determined by EPA, considering the exigencies of the situation, attain applicable or relevant and appropriate requirements ("ARARs") under federal environmental or state environmental or facility siting laws identified in the Action Memorandum which is part of the Administrative Record.

XI. EMERGENCY RESPONSE AND NOTIFICATION OF RELEASES

29. In the event of any action or occurrence during performance of the Work which causes or threatens a release of Waste Material from the Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Respondents shall immediately take all appropriate action. Respondents shall take these actions in accordance with all applicable provisions of this Settlement Agreement in order to prevent, abate or minimize such release or endangerment caused or threatened by the release. Respondents shall also immediately notify the OSC or, in the event of his unavailability, the EPA Regional Emergency 24-hour telephone number (913) 281-0991 of the incident or Site conditions. In the event that Respondents fail to take appropriate response action as required by this Paragraph, and EPA takes such action instead, Respondents shall reimburse EPA all costs of the response action not inconsistent with the NCP pursuant to Section XIII (Payment of Response Costs).

30. In addition, in the event of any release of a hazardous substance from the Site, Respondents shall immediately notify the OSC at (913) 551-7221 and the National Response Center at (800) 424-8802. Respondents shall submit a written report to EPA within 7 days after each release, setting forth the events that occurred and the measures taken or to be taken to mitigate any release or endangerment caused or threatened by the release and to prevent the reoccurrence of such a release. This reporting requirement is in addition to, and not in lieu of, reporting under Section 103(c) of CERCLA, 42 U.S.C. § 9603(c), and Section 304 of the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. § 11004, *et seq*.

XII. AUTHORITY OF ON-SCENE COORDINATOR

31. The OSC shall be responsible for overseeing Respondents' implementation of this Settlement Agreement. The OSC shall have the authority vested in an OSC by the NCP, including the authority to halt, conduct, or direct any Work required by this Settlement Agreement, or to direct any other removal action undertaken at the Site. Absence of the OSC from the Site shall not be cause for stoppage of work unless specifically directed by the OSC.

XIII. PAYMENT OF RESPONSE COSTS

32. Payments for Future Response Costs.

a. Respondents shall pay EPA all Future Response Costs not inconsistent with the NCP. EPA will send Respondents a bill requiring payment that includes a cost summary, which includes direct and indirect costs incurred by EPA and its contractors. Respondents shall make all payments within 30 days of receipt of the bill, except as otherwise provided in Paragraph 33 of this Settlement Agreement.

b. Respondents shall make all payments required by this Paragraph by a certified or cashier's check or checks made payable to "EPA Hazardous Substance Superfund," referencing the name and address of the party(ies) making payment and EPA Site/Spill ID number A7L1. Respondents shall send the check(s) to:

U. S. Environmental Protection Agency
Superfund Payments
Cincinnati Finance Center
P. O. Box 979076
St. Louis, MO 63197-9000

c. At the time of payment, Respondents shall send notice that payment has been made to by email to acctsreceivable.cinwd@epa.gov, and to:

EPA Cincinnati Finance Office
26 Martin Luther King Drive
Cincinnati, Ohio 45268

d. The total amount to be paid by Respondents shall be deposited by EPA in the EPA Hazardous Substance Superfund.

33. Respondents may contest payment of any Future Response Costs billed under Paragraph 32 if they determine that EPA has made a mathematical error, or if they believe EPA incurred excess costs as a direct result of an EPA action that was inconsistent with the NCP. Such objection shall be made in writing within 30 days of receipt of the bill and must be sent to the OSC. Any such objection shall specifically identify the contested Future Response Costs and the basis for objection. In the event of an objection, Respondents shall within the 30-day period pay all uncontested Future Response Costs to EPA in the manner described in Paragraph 32.

Simultaneously, Respondents shall establish an interest-bearing escrow account in a federally-insured bank duly chartered in the State of Missouri and remit to that escrow account funds equivalent to the amount of the contested Future Response Costs. Respondents shall send to the EPA OSC a copy of the transmittal letter and check paying the uncontested Future Response Costs, and a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account. Simultaneously with establishment of the escrow account, Respondents shall initiate the Dispute Resolution procedures in Section XVI (Dispute Resolution). If EPA prevails in the dispute, within 5 days of the resolution of the dispute, Respondents shall pay the sums due (with accrued interest) to EPA in the manner described in Paragraph 32. If Respondents prevail concerning any aspect of the contested costs, Respondents shall pay that portion of the costs (plus associated accrued interest) for which they did not prevail to EPA in the manner described in Paragraph 32. Respondents shall be disbursed any balance of the escrow account. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section XVI (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding Respondents' obligation to reimburse EPA for its Future Response Costs.

XIV. DISPUTE RESOLUTION

34. The dispute resolution procedures of this Section shall be the exclusive mechanism for resolving disputes arising under this Settlement Agreement. The Parties shall attempt to resolve any disagreements concerning this Settlement Agreement expeditiously and informally.

35. If Respondents object to any EPA action taken pursuant to this Settlement Agreement, including billings for Future Response Costs, they shall notify EPA in writing of their objection(s) within 14 days of such action, unless the objection(s) has/have been resolved informally. EPA and Respondents shall have 14 days from EPA's receipt of Respondents' written objection(s) to resolve the dispute through formal negotiations (the "Negotiation Period"). The Negotiation Period may be extended at the sole discretion of EPA.

36. Any agreement reached by the parties pursuant to this Section shall be in writing and shall, upon signature by both parties, be incorporated into and become an enforceable part of this Settlement Agreement. If the Parties are unable to reach an agreement within the Negotiation Period, the Chief of the Emergency Response North Branch of the Superfund Division, Region VII, or his delegatee will issue a written decision on the dispute to Respondents. EPA's decision shall be incorporated into and become an enforceable part of this Settlement Agreement. Respondents' obligations under this Settlement Agreement shall not be tolled by submission of any objection for dispute resolution under this Section. Following resolution of the dispute, as provided by this Section, Respondents shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with EPA's decision, whichever occurs.

XV. FORCE MAJEURE

37. Respondents agree to perform all requirements of this Settlement Agreement within the time limits established under this Settlement Agreement, unless the performance is delayed by a *force majeure*. For purposes of this Settlement Agreement, a *force majeure* is defined as any event arising from causes beyond the control of Respondents, or of any entity controlled by Respondents, including but not limited to their contractors and subcontractors, which delays or prevents performance of any obligation under this Settlement Agreement despite Respondents' best efforts to fulfill the obligation. *Force majeure* does not include financial inability to complete the Work or increased cost of performance.

38. If any event occurs or has occurred that may delay the performance of any obligation under this Settlement Agreement, whether or not caused by a *force majeure*, Respondents shall notify EPA orally within 48 hours of when Respondents first knew that the event might cause a delay. Within five (5) days thereafter, Respondents shall provide to EPA in writing an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Respondents' rationale for attributing such delay to a *force majeure*, if they intend to assert such a claim; and a statement as to whether, in the opinion of Respondents, such event may cause or contribute to an endangerment to public health, welfare or the environment. Failure to comply with the above requirements shall preclude Respondents from asserting any claim of *force majeure* for that event for the period of time of such failure to comply and for any additional delay caused by such failure.

39. If EPA agrees that the delay or anticipated delay is attributable to a *force majeure*, the time for performance of the obligations under this Settlement Agreement that are affected by the *force majeure* will be extended by EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the *force majeure* shall not, of itself, extend the time for performance of any other obligation. If EPA does not agree that the delay or anticipated delay has been or will be caused by a *force majeure*, EPA will notify Respondents in writing of its decision. If EPA agrees that the delay is attributable to a *force majeure*, EPA will notify Respondents in writing of the length of the extension, if any, for performance of the obligations affected by the *force majeure*.

XVI. STIPULATED PENALTIES

40. Respondents shall be liable to EPA for stipulated penalties in the amounts set forth in Paragraph 41 for failure to comply with the requirements of this Settlement Agreement specified below, unless excused under Section XV (*Force Majeure*). "Compliance" by Respondents shall include completion of the activities under this Settlement Agreement in accordance with all applicable requirements of law, this Settlement Agreement, and any plans or other documents approved by EPA pursuant to this Settlement Agreement and within the specified time schedules established by and approved under this Settlement Agreement.

41. Stipulated Penalty Amounts.

The following stipulated penalties shall accrue per violation per day for failing to perform in accordance with Paragraphs 21, 23, 24 and 26 herein.

Penalty Per Violation Per Day	Period of Noncompliance
$500	1st through 14th day
$750	15th through 30th day
$1000	31st day and beyond

42. Stipulated Penalty Amounts . The following stipulated penalties shall accrue per violation per day for failure to submit timely or adequate reports or other written documents pursuant to Paragraphs 22, 25, 30, and 38:

Penalty Per Violation Per Day	Period of Noncompliance
$375	1st through 14th day
$500	15th through 30th day
$750	31st day and beyond

43. In the event that EPA assumes performance of a portion or all of the Work pursuant to Paragraph 54 of Section XX, Respondents shall be liable for a stipulated penalty in the amount of $24,000.

44. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. However, stipulated penalties shall not accrue: with respect to a decision by the Chief Emergency Response North Branch Chief under Paragraph 36 of Section XIV (Dispute Resolution), during the period, if any, beginning on the 21st day after the Negotiation Period begins until the date that the EPA management official issues a final decision regarding such dispute. Nothing in this Settlement Agreement shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.

45. Following EPA's determination that Respondents have failed to comply with a requirement of this Settlement Agreement, EPA may give Respondents written notification of the failure and describe the noncompliance. EPA may send Respondents a written demand for payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether EPA has notified Respondents of a violation.

46. Following EPA's determination that Respondents have failed to comply with a requirement of this Settlement Agreement, EPA will give Respondents written notification of the failure and describe the noncompliance. EPA may send Respondents a written demand for payment of the penalties. Respondents will be allowed to correct any alleged noncompliance within 14 days without penalty assessment unless EPA makes a determination that the noncompliance represents an "imminent and substantial harm to health or environment."

47 All penalties accruing under this Section shall be due and payable to EPA within 30 days of Respondents' receipt from EPA of a demand for payment of the penalties, unless Respondents invoke the dispute resolution procedures under Section XVI (Dispute Resolution). All payments to EPA under this Section shall be paid by certified or cashier's check(s) made payable to "EPA Hazardous Substances Superfund," shall be mailed to:

U. S. Environmental Protection Agency
Superfund Payments
Cincinnati Finance Center
P. O. Box 979076
St. Louis, MO 63197-9000

Respondents shall indicate that the payment is for stipulated penalties, and shall reference the EPA Region and Site/Spill ID Number A7L1, the EPA Docket Number CERCLA 07-2010-0012, and the name and address of the parties making payment. Copies of check(s) paid pursuant to this Section, and any accompanying transmittal letter(s), shall be sent to EPA as provided in Paragraph 32.

48. The payment of penalties shall not alter in any way Respondents' obligation to complete performance of the Work required under this Settlement Agreement.

49. Penalties shall continue to accrue during any dispute resolution period, but need not be paid until 15 days after the dispute is resolved by agreement or by receipt of EPA's decision.

50. If Respondents fail to pay stipulated penalties when due, EPA may institute proceedings to collect the penalties, as well as Interest. Respondents shall pay Interest on the unpaid balance, which shall begin to accrue on the date of demand made pursuant to Paragraph 45. Nothing in this Settlement Agreement shall be construed as prohibiting, altering, or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondents' violation of this Settlement Agreement or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Sections 106(b) and 122(*l*) of CERCLA, 42 U.S.C. §§ 9606(b) and 9622(*l*), and punitive damages pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3). Provided, however, that EPA shall not seek civil penalties pursuant to Section 106(b) or 122(*l*) of CERCLA or punitive damages pursuant to Section 107(c)(3) of CERCLA for any violation for which a stipulated penalty is provided in this Section, except in the case of a willful violation of this Settlement Agreement or in the event that EPA assumes performance of a portion or all of the Work pursuant to Paragraph 54. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Settlement Agreement.

XVII. COVENANT NOT TO SUE BY EPA

51. In consideration of the actions that will be performed and the payments that will be made by Respondents under the terms of this Settlement Agreement, and except as otherwise specifically provided in this Settlement Agreement, EPA covenants not to sue or to take

administrative action against Respondents pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for the Work and Future Response Costs. This covenant not to sue shall take effect upon the Effective Date and is conditioned upon the complete and satisfactory performance by Respondents of all obligations under this Settlement Agreement, including, but not limited to, payment of Future Response Costs pursuant to Section XIII. This covenant not to sue extends only to Respondents and does not extend to any other person.

XVIII. RESERVATIONS OF RIGHTS BY EPA

52. Except as specifically provided in this Settlement Agreement, nothing in this Settlement Agreement shall limit the power and authority of EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing in this Settlement Agreement shall prevent EPA from seeking legal or equitable relief to enforce the terms of this Settlement Agreement, from taking other legal or equitable action as it deems appropriate and necessary, or from requiring Respondents in the future to perform additional activities pursuant to CERCLA or any other applicable law.

53. The covenant not to sue set forth in Section XVII above does not pertain to any matters other than those expressly identified therein. EPA reserves, and this Settlement Agreement is without prejudice to, all rights against Respondents with respect to all other matters, including, but not limited to:

a. claims based on a failure by Respondents to meet a requirement of this Settlement Agreement;

b. liability for costs not included within the definition of Future Response Costs;

c. liability for performance of response action other than the Work;

d. criminal liability;

e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;

f. liability arising from the past, present, or future disposal, release or threat of release of Waste Materials outside of the Site; and

g. liability for costs incurred or to be incurred by the Agency for Toxic Substances and Disease Registry related to the Site.

54. Work Takeover. In the event EPA determines that Respondents have ceased implementation of any portion of the Work, are seriously or repeatedly deficient or late in their performance of the Work, or are implementing the Work in a manner which may cause an endangerment to human health or the environment, EPA may assume the performance of all or

any portion of the Work as EPA determines necessary. Respondents may invoke the procedures set forth in Section XIV (Dispute Resolution) to dispute EPA's determination that takeover of the Work is warranted under this Paragraph. Costs incurred by the United States in performing the Work pursuant to this Paragraph shall be considered Future Response Costs that Respondents shall pay pursuant to Section XIII (Payment of Response Costs). Notwithstanding any other provision of this Settlement Agreement, EPA retains all authority and reserves all rights to take any and all response actions authorized by law.

XIX. COVENANT NOT TO SUE BY RESPONDENTS

55. Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Work, Future Response Costs, or this Settlement Agreement, including, but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Work, or Future Response Costs.

These covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to the reservations set forth in Paragraphs 53 (b), (c), and (e) - (g), but only to the extent that Respondents' claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

56. Nothing in this Agreement 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).

57. Respondents agree not to assert any claims and to waive all claims or causes of action that they may have for all matters relating to the Site, including for contribution, against any person where the person's liability to Respondents with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if all or part of the disposal, treatment, or transport occurred before April 1, 2001, and the total amount of material containing hazardous substances contributed by such person to the Site was less than 110 gallons of liquid materials or 200 pounds of solid materials.

58. The waiver in Paragraph 57 shall not apply with respect to any defense, claim, or cause of action that a Respondent may have against any person meeting the above criteria if such

person asserts a claim or cause of action relating to the Site against such Respondent. This waiver also shall not apply to any claim or cause of action against any person meeting the above criteria if EPA determines:

a. that such person has failed to comply with any EPA requests for information or administrative subpoenas issued pursuant to Section 104(e) or 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) or 9622(e), or Section 3007 of the Solid Waste Disposal Act (also known as the Resource Conservation and Recovery Act or "RCRA"), 42 U.S.C. § 6972, or has impeded or is impeding, through action or inaction, the performance of a response action or natural resource restoration with respect to the Site, or has been convicted of a criminal violation for the conduct to which this waiver would apply and that conviction has not been vitiated on appeal or otherwise; or

b. that the materials containing hazardous substances contributed to the Site by such person have contributed significantly, or could contribute significantly, either individually or in the aggregate, to the cost of response action or natural resource restoration at the Site.

XX. OTHER CLAIMS

59. By issuance of this Settlement Agreement, the United States and EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondents. The United States or EPA shall not be deemed a party to any contract entered into by Respondents or their directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out actions pursuant to this Settlement Agreement.

60. Except as expressly provided in Section XVII (Covenant Not to Sue by EPA), nothing in this Settlement Agreement constitutes a satisfaction of or release from any claim or cause of action against Respondents or any person not a party to this Settlement Agreement, for any liability such person may have under CERCLA, other statutes, or common law, including but not limited to any claims of the United States for costs, damages and interest under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607.

61. No action or decision by EPA pursuant to this Settlement Agreement shall give rise to any right to judicial review, except as set forth in Section 113(h) of CERCLA, 42 U.S.C. § 9613(h).

XXI. CONTRIBUTION

62. a. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and that Respondents are entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for "matters addressed" in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are the Work and Future Response Costs.

b. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B), pursuant to which Respondents have, as of the Effective Date, resolved their liability to the United States for the Work and Future Response Costs.

XXII. INDEMNIFICATION

63. Respondents shall indemnify, save and hold harmless the United States, its officials, agents, contractors, subcontractors, employees and representatives from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Respondents, their officers, directors, employees, agents, contractors, or subcontractors, in carrying out actions pursuant to this Settlement Agreement. In addition, Respondents agree to pay the United States all costs incurred by the United States, including but not limited to attorneys fees and other expenses of litigation and settlement, arising from or on account of claims made against the United States based on negligent or other wrongful acts or omissions of Respondents, their officers, directors, employees, agents, contractors, subcontractors and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Settlement Agreement. The United States shall not be held out as a party to any contract entered into by or on behalf of Respondents in carrying out activities pursuant to this Settlement Agreement. Neither Respondents nor any such contractor shall be considered an agent of the United States.

64. The United States shall give Respondents notice of any claim for which the United States plans to seek indemnification pursuant to this Section and shall consult with Respondents prior to settling such claim.

65. Respondents waive all claims against the United States for damages or reimbursement or for set-off of any payments made or to be made to the United States, arising from or on account of any contract, agreement, or arrangement between any one or more of Respondents and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays. In addition, Respondents shall indemnify and hold harmless the United States with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between any one or more of Respondents and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays.

XXIII. INSURANCE

66. Respondent City of Cameron shall:

1) provide to EPA evidence of Insurance (i.e., copies of certificates of such Insurance and a copy of each insurance policy) at least 15 days prior to commencing any on-Site Work under this Settlement Agreement;

2) maintain Insurance for the duration of this Settlement Agreement;

3) require any contractor or subcontractor performing on-Site Work on its behalf to provide evidence of Insurance to EPA at least 15 days prior to commencement of such on-Site Work;

4) require any contractor or subcontractor performing on-Site Work on its behalf to maintain Insurance for the duration of this Settlement Agreement; and

5) satisfy, or ensure that its contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of Respondents in furtherance of this Settlement Agreement.

XXIV. MODIFICATIONS

67. The OSC may make modifications to any schedule or the Statement of Work in writing or by oral direction. Any oral modification will be memorialized in writing by EPA promptly, but shall have as its effective date the date of the OSC's oral direction. Any other requirements of this Settlement Agreement may be modified in writing by mutual agreement of the parties.

68. If Respondents seek permission to deviate from any approved schedule or Statement of Work, Respondents' Project Coordinator shall submit a written request to EPA for approval outlining the proposed modification and its basis. Respondents may not proceed with the requested deviation until receiving oral or written approval from the OSC pursuant to Paragraph 65.

69. No informal advice, guidance, suggestion, or comment by the OSC or other EPA representatives regarding reports, plans, specifications, schedules, or any other writing submitted by Respondents shall relieve Respondents of their obligation to obtain any formal approval required by this Settlement Agreement, or to comply with all requirements of this Settlement Agreement, unless it is formally modified.

XXV. NOTICE OF COMPLETION OF WORK

70. When EPA determines that all Work required by Paragraph 21 herein has been fully performed in accordance with this Settlement Agreement, with the exception of post-removal site controls, EPA will provide written notice to Respondents. If EPA determines that any such Work has not been completed in accordance with this Settlement Agreement, EPA will notify Respondents, identify the deficiencies, and require that Respondents correct such deficiencies. Respondents shall implement the Work required to correct the deficiencies within the time period specified by EPA in its notice identifying deficiencies. Failure by Respondents to shall be a violation of this Settlement Agreement.

XXVI. INTEGRATION/APPENDICES

71. This Settlement Agreement and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement. The parties acknowledge that there are no

representations, agreements or understandings relating to the settlement other than those expressly contained in this Settlement Agreement. The following appendices are attached to and incorporated into this Settlement Agreement:

Appendix A	Map
Appendix B	Statement of Work
Appendix C	Environmental Covenant

72. Each Respondent hereby certifies individually that to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information (other than identical copies) relating to its potential liability regarding the Site since notification of potential liability by EPA or the State or the filing of suit against it regarding the Site and that it has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

XXVII. EFFECTIVE DATE

73. This Settlement Agreement shall be effective on the date the Settlement Agreement is signed by the Superfund Division Director EPA Region VII or her delegatee.

The undersigned representatives of Respondents certify that they are fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the parties they represent to this document.

Agreed this ___ day of _____, 2010

FOR RESPONDENT CITY OF CAMERON

BY:_____ DATE:_____

TITLE _____

FOR RESPONDENT SUKUP MANUFACTURING CO.

BY:_____ _____ DATE:_____

TITLE: _____

It is so ORDERED and Agreed this _____ day of _____, 2010.

FOR U.S. ENVIRONMENTAL PROTECTION AGENCY

BY: _____ DATE:_____
Cecilia Tapia, Director
Superfund Division
Region VII
U.S. Environmental Protection Agency

EFFECTIVE DATE: _____

BY:_____ DATE_____
Audrey Asher
Senior Counsel
Region VII
U.S. Environmental Protection Agency

APPENDIX B

STATEMENT OF WORK
Rockwool Industries Site
Cameron, Missouri

I. Document Submittals

A. Provide copies of the following documents to the on-scene coordinator within 30 days of receipt if hazardous materials are encountered on-site:

1. Hazardous waste manifests or other appropriate shipping papers that describe the origin and destination, amount, and description of the materials being transported off site.

2. Results of chemical or physical analyses conducted during the removal action, including results of any field screening or other on site analyses.

3. Certificates of disposal from the selected disposal facility(s).

B. Provide copies of all vendor subcontracts within 30 days of Effective Date.

II. Removal Actions

A. Start site activity by completing a site walk with the on-scene coordinator. Respondents shall coordinate the site visit date and time with the on-scene coordinator but shall occur **no later than two weeks following the Effective Date** of this Settlement Agreement.

B. Survey the Area of Interest **prior to site walk** referenced above.

C. Install a fence with a minimum height of four feet, with barbed wire between each foot **within one week of site walk** referenced above and maintain fence continually.

D. **Immediately upon completion of fence installation**, place metal signs securely on each side of the fence stating: "WARNING: Hazardous substances are present beneath the surface in soils within the fenced area. Trespassing is absolutely prohibited."

APPENDIX B

E. If hazardous materials are encountered during construction activities, then the following must be initiated **at the time the condition is encountered and completed within one week of discovery:**

1. Properly containerize all hazardous substances at the Area of Interest in preparation for off-site disposal and document the origin and amount of all waste materials.

2. Arrange for disposal of all hazardous substances at a permitted facility in compliance with the CERCLA Off-Site Rule.

3. Implement monitoring and site control measures, such as dust suppression by spraying water, and storm water runoff control measures as necessary to ensure removal activities do not expose nearby populations and site workers to harmful levels of contaminants.

F. Comply with all Applicable Relevant and Appropriate Requirements (ARARs) as identified in the Action Memorandum for this site, to the extent practicable considering the exigencies of the situation. EPA will make the determination as to whether compliance with ARARs is practicable. Respondents and their representatives shall comply with all local, State, and Federal rules and regulations when conducting activities off-site.

APPENDIX D ENVIRONMENTAL COVENANT

(ABOVE SPACE RESERVED FOR RECORDER'S USE)

Document Title:	Environmental Covenant
Document Date:	_____, 2010
Grantor:	Sukup Manufacturing Co. 7426 NE 352nd Street Cameron, MO 64429
Grantee:	City of Cameron 205 N. Main Cameron, Missouri 64429
Legal Description:	Pages __ and __

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by and between Sukup Manufacturing Co. ("Grantor"), the City of Cameron, Missouri ("Grantee" or "Holder"), the U.S. Environmental Protection Agency and the Missouri Department of Natural Resources ("Departments") to the Missouri Environmental Covenants Act, Sections 260.1000 through 260.1039, RSMo, for the purpose of subjecting a portion of the Property (defined below) to the activity and use limitations set forth herein.

RECITALS

A. Grantor is the owner in fee simple of certain real property located at 7426 NE 352nd Street, in Cameron, Clinton County, Missouri, legally described in Exhibit A, attached hereto ("Property"). The Property includes an Area of Interest legally described in Exhibit B, attached hereto ("Area of Interest").

B. Grantor desires to grant to Holder this Environmental Covenant, as provided in the Missouri Environmental Covenants Act, subjecting the Property to certain activity and use limitations for the purpose of ensuring the protection of human health and the environment by minimizing the potential for exposure to contamination that remains on the Area of Interest and to ensure that the Area of Interest is not developed, used, or operated in a manner incompatible with the environmental response implemented at the Area of Interest.

C. Soils that are contaminated with lead at levels as high as 110,000 milligrams per kilogram are present in the Area of Interest approximately three feet below surface level. If disturbed, these contaminated soils could percolate into groundwater, and migrate via airborne dusts, surface water runoff, and construction activity. These soils were discovered when the Department U.S. Environmental Protection Agency ("Department EPA") investigated the area in response to reports that the manufacturing facility that had operated at the Property in the 1970s had buried waste materials in the Area of Interest. The Department EPA determined that exposure to lead-contaminated soils could occur if the soils were disturbed. The opportunity for exposure would significantly be reduced as well as the threat to human health or the environment, if the soils were to remain undisturbed. The Department EPA selected as a response action land usage restriction that would leave the soils undisturbed.

NOW THEREFORE, the parties hereto agree as follows:

1. Parties. Grantor, Holder, and the Departments are the parties to this Environmental Covenant. The Grantor, Holder and the Departments may enforce it as provided for in paragraph 5 below, and Section 260.1030(1), RSMo.

2. Requirements and Use Limitations. As part of the environmental response project undertaken at the Area of Interest, Grantor hereby subjects the Area of Interest to, and agrees to comply with, the following activity and use limitations:

Requirements For Fence: The Area of Interest shall be fenced with a minimum 4-feet high fence with a barbed wire strand at every foot unless otherwise approved by the Department EPA and Department MDNR. Metal signs shall be placed securely on each side of the fence which states the following.

WARNING NO TRESPASSING: Hazardous Substances Beneath the Surface of the Fenced Area

Restrictions on Disturbance of Soils and Construction: Soils at the Area of Interest contain hazardous substances, including but not limited to lead, as identified in reports on file at the Department EPA offices in Kansas City, Kansas, at concentrations which if released, would pose a threat to human health and the environment. Therefore, soils in the Area of Interest shall not be excavated or otherwise disturbed in any manner without the written permission of the Department EPA and Department MDNR. This includes a restriction on construction. Routine mowing is permitted.

No Drilling or Use of Groundwater: The groundwater beneath the Area of Interest contains hazardous substances, including but not limited to, lead at levels identified in reports on file at the Department EPA offices in Kansas City, Kansas at concentrations that exceed the maximum contaminant level established under the Safe Drinking Water Act. The installation of wells or other penetration of the groundwater bearing units at the Area of Interest and the Property are prohibited, except for investigative purposes or as otherwise authorized by the Department EPA and Department MDNR. Department EPA and Department MDNR will not withhold approval of wells on the Property (other than the Area of Interest) unless there is clear indication that such well will pose a threat to human health and the environment.

3. Running with the Land. This Environmental Covenant shall be binding upon Grantor and its successors, assigns, and Transferees in interest, and shall run with the land, as provided in Section 260.1012, RSMo, subject to amendment or termination as set forth herein. The term "Transferee," as used in this Environmental Covenant, shall mean any future owner of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

4. Location of Administrative Record for the Environmental Response Project. The administrative record for the environmental response project conducted at the Area of Interest is located at the Cameron Public Library, 312 N. Chestnut; Cameron, MO 64429 and the U.S. Environmental Protection Agency, Superfund Records Center, 901 N. 5th Street, Kansas City, KS 66101.

5. Enforcement. Compliance with this Environmental Covenant may be enforced as provided in Section 260.1030, RSMo. Failure to timely enforce compliance with this Environmental Covenant or the requirements and use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict any person from exercising any authority under any other applicable law.

6. Right of Access. Grantor hereby grants to the Holder and the Departments and their respective agents, contractors, and employees, the right of access at all reasonable times to the Property for implementation, monitoring or enforcement of this Environmental Covenant. Nothing herein shall be deemed to limit or otherwise affect the Holder's and the Departments' rights of entry and access or the Departments' authority to take response actions under applicable law.

7. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a notice of the activity and use limitations set forth in this Environmental Covenant, and provide the recording reference for this Environmental Covenant. The notice shall be substantially in the following form:

> THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT DATED _____, 2010, RECORDED IN THE OFFICE OF THE RECORDER FOR DEEDS OF CLINTON COUNTY, MISSOURI, ON _____, 2010, AS DOCUMENT ____, BOOK___, PAGE ____.

Grantor/Transferee shall notify Holder and the Departments within ten (10) days following each conveyance of an interest in any portion of the Property. The notice shall include the name, address, and telephone number of the Transferee, and a copy of the deed or other documentation evidencing the conveyance.

8. Notification Requirement. Grantor/Transferee shall notify Holder and the Departments of any changes in use of the Area of Interest, and of any applications for building permits for work on the Area of Interest. Grantor/Transferee shall notify the Departments as soon as possible of conditions that could constitute a breach of the requirements and use limitations set forth in this Environmental Covenant.

9. Representations and Warranties. Grantor hereby represents and warrants to Holder and Departments as follows:

a. Grantor has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all of Grantor's obligations hereunder;

b. Grantor is the sole owner of the Property and holds fee simple title, which is or subject to the interests or encumbrances identified in Exhibit

c. Holder is the only other party with an interest in the Area of Interest at the time of recording of this document and Holder is aware of the terms and conditions of this Environmental Covenant.; and

d. This Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Grantor is a party or by which Grantor may be bound or affected.

10. Amendment or Termination. This Environmental Covenant may be amended or terminated by consent signed by all parties and/or their successors and assigns.. Within thirty (30) days of signature by all requisite parties on any amendment or termination of this Environmental Covenant, Grantor/Transferee shall file such instrument for recording with the office of the recorder of Clinton County, Missouri is situated, and within thirty (30) days of the date of such recording, Grantor/Transferee shall provide a file- and date-stamped copy of the recorded instrument to the Departments and the Holder.

11. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

12. Governing Law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Missouri.

13. Recordation and Distribution. Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, Grantor shall record this Environmental Covenant with the office of the recorder of Clinton County. Within thirty (30) days following Grantor's receipt of a date- stamped copy of this Environmental Covenant, or any amendment or termination of this Environmental Covenant, Grantor/Transferee shall, in accordance with Section 260.1018, RSMo, distribute a file- and date-stamped copy of the recorded Environmental Covenant to: (a) each signatory hereto; (b) each person holding a recorded interest in the Area of Interest; (c) each person in possession of the Area of Interest; (d) each municipality or other unit of local government in which the Area of Interest is located; and (e) any other person designated by the Department EPA.

14. Effective Date. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded with the office of the recorder of Clinton County, Missouri.

15. Notice. Any document or other item required by this Environmental Covenant to be given to another party hereto shall be sent to:

If to Grantor:

Mr. Charles Sukup, President
Sukup Manufacturing Co.
1555 255th Street
Box 677
Sheffield, Iowa 50475-0677

If to Holder:

Mayor of City of Cameron
205 N. Main Street
Cameron, Missouri 64229

If to Department EPA:

Mr. Doug Ferguson, On-Scene Co-ordinator
U.S. Environmental Protection Agency
901 N. 5th Street
Kansas City, KS 66101

If to Department Missouri Department of Natural Resources

The undersigned Grantor represents and certifies that he is authorized to execute this Environmental Covenant.

IT IS SO AGREED.

FOR GRANTOR SUKUP MANUFACTURING CO.

By: _____ Date: _____
Name (print):Charles Sukup_____
Title: President
Address:_Sukup Manufacturing
1555 255th Street
Box 677
Sheffield, Iowa 50475-0677

STATE OF IOWA

COUNTY OF FRANKLIN

On this ___ day of _____, 2010, before me a Notary Public in and for said state, personally appeared Charles Sukup, President of Sukup Manufacturing Co., known to me to be the person who executed the within Environmental Covenant in behalf of said corporation and acknowledged to me that he/she executed the same for the purposes therein stated.

_____
Notary Public Page

FOR HOLDER CITY OF CAMERON

By: _____ Date: _____
Name (print):_____
Title:_____
Address:_____
_____
_____
_____

STATE OF _____)
)
COUNTY OF _____)

On this ___ day of _____, 2010, before me a Notary Public in and for said state, personally appeared __[NAME]_____, Mayor of the City of Cameron, known to me to be the person who executed the within Environmental Covenant in behalf of said municipality and acknowledged to me that he/she executed the same for the purposes therein stated.

_____
Notary Public

FOR DEPARTMENT EPA
U.S. Environmental Protection Agency

By: _____ Date: _____
Name: _____
Title: _____
Address: _____
_____
_____
_____

STATE OF _____)
)
COUNTY OF _____)

On this ___ day of _____, 2010 before me a Notary Public in and for said state, personally appeared __[NAME]_____, __[TITLE]_____ of the U.S. Environmental Protection Agency, known to me to be the person who executed the Environmental Covenant in behalf of the U.S. Environmental Protection Agency and acknowledged to me that he/she executed the same for the purposes therein stated.

_____
Notary Public

FOR DEPARTMENT MDNR

By: _____ Date: _____
Name (print):_____
Title:_____
Address:_____
_____
_____
_____

STATE OF Missouri)
COUNTY OF Jefferson)

On this ___ day of _____, 2010 before me a Notary Public in and for said state, personally appeared __[NAME]_____, __[TITLE]_____ of the U.S. Environmental Protection Agency, known to me to be the person who executed the Environmental Covenant in behalf of the U.S. Environmental Protection Agency and acknowledged to me that he/she executed the same for the purposes therein stated.

_____
Notary Public

EXHIBIT A

Commencing at the South Quarter Corner of Section 21, Township 57 North, Range 30 West, Clinton County, Missouri; thence along Section line South 89 degrees 48' 21" West, 555.16 feet; thence North 00 degrees 14' 33" West, 675.00 feet to the Point of Beginning; thence South 89 degrees 45" 27" West, 387.73 feet; thence North 13 degrees 32' 24" West, 1190.73 feet to the Southerly right-of-way line of the abandoned Burlington Northern main line; thence along said right-of-way line North 75 degrees 57' 27" East, 2112.17 feet to the point where said right-of-way line intersects the Southerly right-of-way line of the abandoned Burlington Northern spur line; thence along said right-of-way line in a Southwesterly direction 1630.51 feet by arc distance along a curve to the left having a radius of 2866.5 feet and a chord bearing South 59 degrees 30' 30" West, 1608.62 feet; thence leaving said right-of-way line on a bearing of South 00 degrees 14' 33" East, 852.26 feet to the Point of beginning; and that certain Road Easement dated June 2, 1992 from the City of Cameron, a Missouri municipal corporation, as grantor, as recorded in the Clinton County, Missouri recorder's office Book 363 at Page 497.

EXHIBIT B

[INSERT LEGAL DESCRIPTION OF AREA OF INTEREST AS PER SURVEY]