

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

_____)	
UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	No. _____
)	
THE HOUSING AUTHORITY OF THE)	Judge _____
CITY OF DALLAS, TEXAS)	
)	
Defendant.)	
_____)	

CONSENT DECREE

I. BACKGROUND

A. The United States of America (“United States”), on behalf of the Administrator of the United States Environmental Protection Agency (“EPA”), filed a complaint in this matter pursuant to Section 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9622, as amended (“CERCLA”), seeking enforcement of the terms of an Administrative Order on Consent (“AOC”) issued by EPA and requiring reimbursement from The Housing Authority of the City of Dallas, Texas (“Dallas Housing Authority”) of response costs incurred by the United States for response actions taken at or in connection with the release of hazardous substances at Operable Unit 2 of the RSR Corporation Superfund Site in the City of Dallas, Dallas County, Texas (“the Site”).

B. The Dallas Housing Authority (“Settling Defendant”) does not admit any liability to the United States arising out of the transactions or occurrences alleged in the complaint. The Dallas Housing Authority furthermore does not admit any liability to any other person related in any way to the AOC, the Site, and all of the Site’s other individual operable units.

C. The United States and the Dallas Housing Authority agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good

faith, that settlement of this matter will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the Parties to this Decree, it is ORDERED, ADJUDGED, AND DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345, and pursuant to 42 U.S.C. §§ 9613(b) and 9622(d)(3). This Court has personal jurisdiction over the Dallas Housing Authority. Solely for the purposes of this Consent Decree and the underlying complaint, the Dallas Housing Authority waives all objections and defenses that they may have to jurisdiction of the Court or to venue in this District, including but not limited to any applicable statute of limitations. The Dallas Housing Authority shall not challenge the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree is binding upon the United States and upon the Dallas Housing Authority and its successors and assigns. Any change in ownership or other legal status of the Dallas Housing Authority, including but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of the Dallas Housing Authority under this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in any appendix attached hereto, the following definitions shall apply:

a. "AOC" shall mean the Administrative Order On Consent For Remedial Investigation/Feasibility Study and Removal Actions pertaining to Operable Unit 2 of the Site issued by EPA on August 9, 1993 under CERCLA Docket No. 6-21-93. The AOC is attached as "Appendix A" to this Consent Decree.

b. "AOC Penalties" shall mean any stipulated or civil penalties that the United States or EPA could have been awarded in a civil action to enforce the AOC against the Settling Defendant pursuant to the AOC or Sections 109 or 122 of CERCLA, 42 U.S.C. §§ 9609 and 9622.

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

d. "Consent Decree" shall mean this Consent Decree and all appendices attached hereto. In the event of conflict between this Consent Decree and any appendix, the Consent Decree shall control.

e. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

f. "Defendant" shall mean The Housing Authority of the City of Dallas, Texas

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

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

i. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

j. "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.

k. "Operable Unit 2" shall mean the 460-acre parcel of land owned or formerly owned by the Dallas Housing Authority in the City of Dallas, Dallas County, Texas and that is the subject of the AOC. Operable Unit 2 is located within the Site and is bounded on the west side by Westmoreland Road, on the south side by Singleton Boulevard, on the east side by Hampton Road, and on the north side by Canada Drive. A map depicting the general location of Operable Unit 2 within the Site is attached hereto as "Appendix B."

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

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

n. "Past Response Costs" shall mean all costs, including but not limited to direct and indirect costs, Interest, and enforcement costs, associated with the response and removal

actions described in the AOC that EPA or DOJ on behalf of EPA has paid or will pay in the future at or in connection with Operable Unit 2. Past response costs include, without limitation, response, oversight, and other costs incurred, or to be incurred, by EPA or DOJ as described in Section XXII of the AOC, plus accrued Interest on all such costs.

o. "Plaintiff" shall mean the United States.

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

q. "Settling Defendant" shall mean The Housing Authority of the City of Dallas, Texas (a.k.a. the "Dallas Housing Authority").

r. "Site" shall mean the RSR Corporation Superfund site, encompassing approximately 13.6 square miles located in the western portion of the City of Dallas, Dallas County, Texas, and is generally shown on the map attached hereto as "Appendix B."

s. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

V. PAYMENT OF RESPONSE COSTS

4. Payment of Past Response Costs to EPA. Within 30 days of entry of this Consent Decree, Settling Defendant shall pay to EPA \$233,178.94.

5. Payment shall be made by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice account in accordance with EFT instructions provided to the Settling Defendant by the Financial Litigation Unit of the U.S. Attorney's Office in the Northern District of Texas no later than 30 days before payment is required pursuant to Paragraph 4 of the Consent Decree.

6. At the time of payment, Settling Defendant shall also send notice that payment has been made to EPA and DOJ, along with copies of the payment and transmittal documents, in accordance with Section XIII (Notices and Submissions). Such notice shall reference EPA Region 6 and Site/Spill Identification Number: 3Y - Operable Unit 02, DOJ case number 90-11-3-1613/4, and the civil action number.

7. The total amount to be paid pursuant to Paragraph 4 shall be deposited in the EPA Hazardous Substance Superfund.

VI. FAILURE TO COMPLY WITH CONSENT DECREE

8. Interest on Late Payments. If the Settling Defendant fails to make any payment under Paragraph 4 (Payment of Response Costs) by the date it is due, Interest shall accrue on the unpaid balance through the date of payment.

9. Stipulated Penalty.

a. If any amounts due under Paragraph 4 are not paid by the required date, the Dallas Housing Authority shall be in violation of this Consent Decree and shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 8, one thousand dollars (\$1,000.00) per day that such payment is late.

b. Stipulated penalties are due and payable within 30 days of the date of the demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be identified as "stipulated penalties" and shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." The check, or a letter accompanying the check, shall reference the name and address of the Party or Parties making payment, the RSR Corporation Superfund Site, Site Spill ID Number: 3Y - Operable Unit 02, EPA Region 6, DOJ Case Number 90-11-3-1613/4, and the civil action number.

Settling Defendant shall send the check (and any accompanying letter) to:

US Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
P.O. Box 979077
St. Louis, MO 63197-9000
Attn: COLLECTION OFFICER FOR SUPERFUND:
RSR Corporation Superfund Site (Operable Unit 02)

c. At the time of each payment, the Settling Defendant shall also send notice that payment has been made to EPA and DOJ in accordance with Section XIII (Notices and Submissions). Such notice shall reference EPA Region 6 and Site/Spill Identification Number: 3Y - Operable Unit 02, DOJ Case Number 90-11-3-1613/4, and the civil action number.

d. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified the Settling Defendant of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

e. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Decree. Payment of stipulated penalties shall not excuse Settling Defendants from payment as required by Section V or from performance of any other requirements of this Consent Decree.

10. General.

a. If the United States brings an action to enforce this Consent Decree, the Settling Defendant shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

b. Payments made under this Section shall be in addition to any other remedies or sanctions available to the United States by virtue of the Settling Defendant's failure to comply with the requirements of this Consent Decree.

c. Payment of any stipulated penalties pursuant to Paragraph 9 are not deductible by the Settling Defendant or by any other person for federal, state, or local tax purposes.

VII. COVENANT NOT TO SUE BY UNITED STATES

11. Covenant Not to Sue by United States. Except as specifically provided in Section VIII (Reservations of Rights and Reopener by United States), the United States covenants not to sue or to take administrative action against the Settling Defendant pursuant to Section 106 of CERCLA, 42 U.S.C. § 9606, Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), Section 109 of CERCLA, 42 U.S.C. § 9609, and Section 122 of CERCLA, 42 U.S.C. § 9622, to recover Past Response Costs, to recover AOC Penalties, and with respect to the work performed by the Settling Defendant as described in Section IX of the AOC. This covenant not to sue shall take effect upon receipt by EPA of all payments required by Section V, Paragraph 4 (Payment of Response Costs) and any amount due under Section VI (Failure to Comply with Consent Decree). This covenant not to sue is conditioned upon the satisfactory performance by the Settling Defendant of its obligations under this Consent Decree. This covenant not to sue extends only to the Settling Defendant and does not extend to any other person or entity.

VIII. RESERVATIONS OF RIGHTS AND REOPENER BY UNITED STATES

12. Reservations. The United States reserves, and this Consent Decree is without prejudice to, all rights against the Settling Defendant with respect to all matters not expressly included within the Covenant Not to Sue by Plaintiff in Paragraph 11. Notwithstanding any other provision of this Consent Decree, the United States reserves all rights against the Settling Defendant with respect to:

a. liability for failure of the Settling Defendant to meet a requirement of this

Consent Decree;

b. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs or AOC Penalties;

c. criminal liability; and

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

13. Reopener for Operable Unit 2. Notwithstanding any other provision of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to sue or take administrative action to compel Settling Defendant: (1) to perform further response actions at Operable Unit 2 or (2) to reimburse the United States for additional response costs at Operable Unit 2 if:

a. EPA determines after the date of entry of this Consent Decree that contamination exists at Operable Unit 2 resulting from a release or threatened release of hazardous substances that was known to the Settling Defendant, but was not known by or disclosed to the EPA; or

b. conditions at Operable Unit 2, previously unknown to EPA, are discovered; or

c. information, previously unknown to EPA, is received, in whole or in part,

and EPA determines that these previously unknown conditions or information together with any other relevant information indicates that the work performed by the Settling Defendant as described in Section IX of the AOC at Operable Unit 2 is not protective of human health or the environment.

IX. COVENANT NOT TO SUE BY SETTLING DEFENDANT

14. The Settling Defendant covenants not to sue and agrees not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Past Response Costs, AOC Penalties, the work performed by the Settling Defendant as described in Section IX of the AOC, or regarding this Consent Decree, including but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund 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 the response actions at Operable Unit 2 for which the Past Response Costs were incurred, including any claim under the United States Constitution, the

Constitution of the State of Texas, 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 Past Response Costs or AOC Penalties.

15. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

X. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

16. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. The Parties expressly reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that they may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

17. The Parties agree, and by entering this Consent Decree this Court finds, that the Settling Defendant is entitled, as of the date of entry of this Consent Decree, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), for "matters addressed" in this Consent Decree. The "matters addressed" in this Consent Decree are Past Response Costs, AOC Penalties, and the work performed by the Settling Defendant at Operable Unit 2 as described in Section IX of the AOC.

18. The Settling Defendant agrees that, with respect to any suit or claim for contribution brought by it for matters related to this Consent Decree, it will notify EPA and DOJ in writing no later than 60 days prior to the initiation of such suit or claim. The Settling Defendant also agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Consent Decree, it will notify EPA and DOJ in writing within 15 days of service of the complaint or claim upon it. In addition, the Settling Defendant shall notify EPA and DOJ within 15 days of service or receipt of any Motion for Summary Judgment, and within 15 days of receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

19. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, the Settling Defendant shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenant Not to Sue by Plaintiff set forth in Section VII.

20. Upon fully and completely performing the requirements of Section V of this Consent Decree to the satisfaction of the United States, the Settling Defendant shall be deemed to have satisfied its obligations under the AOC and the AOC (including Settling Defendant's obligation to comply with Sections XVI, XXI, and XXII of the AOC) will be considered terminated pursuant to Section XXIX of the AOC, subject to Paragraph 13 of this Consent Decree.

XI. ACCESS TO INFORMATION

21. Settling Defendant shall provide to EPA, upon request, copies of all records, reports, or information (hereinafter referred to as "records") within its possession or control or that of their contractors or agents relating to activities at the Site or to the implementation of this Consent Decree, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Site.

22. Confidential Business Information and Privileged Documents.

a. Settling Defendant may assert business confidentiality claims covering part or all of the records submitted to Plaintiff under this Consent Decree to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. 2.203(b). Records determined to be confidential by EPA will be accorded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies records when they are submitted to EPA, or if EPA has notified Settling Defendant that the records are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2 Subpart B, the public may be given access to such records without further notice to Settling Defendant.

b. Settling Defendant may assert that certain records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Defendant asserts such a privilege in lieu of providing records, it shall provide Plaintiff with the following: 1) the title of the record; 2) the date of the record; 3) the name, title, affiliation (*e.g.*, company or firm), and address of the author of the record; 4) the name and title of each addressee and recipient; 5) a description of the subject of the record; and 6) the privilege asserted. If a claim of privilege applies only to a portion of a record, the record shall be provided to Plaintiff in redacted form to mask the privileged information only. Settling Defendant shall retain all records that it claims to be privileged until the United States has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the Settling Defendant's favor. However, no records created or generated pursuant to the requirements of this or any other settlement with the EPA pertaining to the Site shall be withheld on the grounds that they are privileged.

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

XII. RETENTION OF RECORDS

24. Until 5 years after the entry of this Consent Decree, the Settling Defendant shall preserve and retain all records, reports, or information (hereinafter referred to as "records") now in its possession or control, or which come into its possession or control, that relate in any manner to response actions taken at Operable Unit 2, the Site, or the liability of any person under CERCLA with respect to Operable Unit 2 or the Site, regardless of any corporate retention policy to the contrary.

25. After the conclusion of the 5-year document retention period in the preceding paragraph, the Settling Defendant shall notify EPA and DOJ at least 90 days prior to the destruction of any such records, and, upon request by EPA or DOJ, the Settling Defendant shall deliver any such records to EPA. The Settling Defendant may assert that certain records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Settling Defendant asserts such a privilege, it shall provide Plaintiff with the following: 1) the title of the record; 2) the date of the record; 3) the name, title, affiliation (*e.g.*, company or firm), and address of the author of the record; 4) the name and title of each addressee and recipient; 5) a description of the subject of the record; and 6) the privilege asserted. If a claim of privilege applies only to a portion of a record, the record shall be provided to Plaintiff in redacted form to mask the privileged information only. The Settling Defendant shall retain all records that it claims to be privileged until the United States has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the Settling Defendant's favor. However, no records created or generated pursuant to the requirements of this or any other settlement with the EPA pertaining to the Site shall be withheld on the grounds that they are privileged.

26. The Settling Defendant hereby certifies 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, reports, or information relating to its potential liability regarding the Site since notification of potential liability by the United States 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. § 6972.

XIII. NOTICES AND SUBMISSIONS

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

As to the United States:

As to DOJ:

Chief
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice (DJ #: 90-11-3-1613/4)
P.O. Box 7611
Washington, D.C. 20044-7611

As to EPA:

George Malone, Assistant Regional Counsel (6RC-S)
U.S. Environmental Protection Agency, Region 6
1445 Ross Ave.
Dallas, TX 75202-2733

Team Leader, Enforcement Assessment
U.S. Environmental Protection Agency, Region 6 (6SF-TE)
1445 Ross Avenue
Dallas, Texas 75202-2733

As to The Dallas Housing Authority :

Dallas Housing Authority
3939 North Hampton Road
Suite 350
Dallas, TX 75212
Attn: General Counsel

with copy to:

Dallas Housing Authority
3939 North Hampton Road
Suite 350
Dallas, TX 75212
Attn: President and Chief Executive Officer

XIV. RETENTION OF JURISDICTION

28. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XV. INTEGRATION/APPENDICES

29. This Consent Decree and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree. The following appendices are attached to and incorporated into this Consent Decree: 1) "Appendix A" is the AOC and 2) "Appendix B" is a map of the Site.

XVI. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

30. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. The Settling Defendant consents to the entry of this Consent Decree without further notice.

31. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XVII. SIGNATORIES/SERVICE

32. Each undersigned representative of the Settling Defendant and the Assistant Attorney General for the Environment and Natural Resources Division of the United States Department of Justice certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

33. The Settling Defendant hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified the Settling Defendant in writing that it no longer supports entry of the Consent Decree.

34. The Settling Defendant has identified on the attached signature page the name and address of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. The Settling Defendant hereby agrees to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court,

including but not limited to, service of a summons. The Parties agree that the Settling Defendant need not file an answer to the complaint in this action unless or until the Court expressly declines to enter this Consent Decree.

XVIII. FINAL JUDGMENT

35. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment between and among the United States and the Dallas Housing Authority. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS _____ DAY OF _____, 20____.

United States District Judge

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States v. The Housing Authority of the City of Dallas, Texas*, (N.D. Texas) relating to Operable Unit 2 of the RSR Superfund Site.

FOR THE ~~UNITED~~ STATES OF AMERICA

Date: 12/26/07

W. BENJAMIN FISHEROW
Deputy Section Chief
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice

STEVEN D. SHERMER
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
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Of Counsel:

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Assistant United States Attorney
Northern District of Texas
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1100 Commerce Street, Suite 300
Dallas, TX 75242-1699

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States v. the Housing Authority of the City of Dallas, Texas*, (N.D. Texas) relating to Operable Unit 2 of the RSR Superfund Site.

FOR THE UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY

Date: 11/19/07

~~SAMUEL COLEMAN~~ P.E. JD
Superfund Division Director, Region 6
U.S. Environmental Protection Agency
1445 Ross Ave.
Dallas, TX 75202-2733

Date: 11/14/07

~~GEORGE MALONE~~
Assistant Regional Counsel (6RC-S)
U.S. Environmental Protection Agency, Region 6
1445 Ross Ave.
Dallas, TX 75202-2733

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States v. The Housing Authority of the City of Dallas, Texas*, (N.D. Texas) relating to Operable Unit 2 of the RSR Superfund Site.

FOR DEFENDANT THE HOUSING AUTHORITY
OF THE CITY OF DALLAS, TEXAS

Date: 10/30/2007

—
—
Ann Lott
President and Chief Executive Officer

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Jean Flores
Title: Outside Counsel to Defendant The Dallas Housing Authority
Address: 750 N. St. Paul, St. 200
Dallas, TX 75201