

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND

UNITED STATES OF AMERICA, and	)	
STATE OF MARYLAND, MARYLAND	)	
DEPARTMENT OF THE ENVIRONMENT,	)	
	)	Civil No. JFM-97-558 and
Plaintiffs,	)	JFM-97-559
	)	
v.	)	
	)	
BETHLEHEM STEEL CORPORATION,	)	
	)	
Defendant.	)	

STIPULATED ORDER IMPLEMENTING  
MODIFICATIONS TO THE CONSENT DECREE

WHEREAS, Plaintiffs, the United States of America (“United States”), on behalf of the United States Environmental Protection Agency (“EPA”), and the State of Maryland, Maryland Department of the Environment (“MDE”), and Defendant, Bethlehem Steel Corporation (“BSC”), entered into a Consent Decree in the above-captioned action regarding alleged environmental violations and conditions at Bethlehem’s Sparrows Point facility in Maryland (“Sparrows Point Facility”);

WHEREAS, this Court entered the Consent Decree as a final judgment on October 8, 1997;

WHEREAS, Section XXXIV, Paragraph 2 requires that, in the event of any transfer in whole or in part, of the areas of the Sparrows Point Facility that are subject to the Consent Decree, the transferor shall give notice of the Consent Decree to the transferee and shall make complete provision for the fulfillment of the requirements of the Consent Decree, to the extent they relate to the property conveyed;

WHEREAS, Sparrows Point LLC participated in a bid process for the Sparrows Point Facility – defined and approved by the Bankruptcy Court for the District of Delaware in WP Steel

Venture LLC, et al., Case No. 12-1661. As the successful bidder, Sparrows Point LLC participated in a hearing on the proposed sale before the Honorable Kevin J. Carey on August 15, 2012. Objections by Plaintiffs to the sale to Sparrows Point LLC, arising in part over the treatment of the Consent Decree in the proposed sale, were heard at the hearing and addressed.

WHEREAS, as set forth more fully in the Order Authorizing and Approving Sale of Sparrows Point Assets Free and Clear of Liens, Claims, Encumbrances and Interests (“Sale Order”) dated August 15, 2012, and portions of a proffer by Sparrows Point LLC representative Randall Jostes, incorporated into the Order, Sparrows Point LLC agreed to participate in an orderly transfer of the Consent Decree’s obligations as part of the liabilities assumed under the Asset Purchase Agreement as they apply to the owned real property. Sparrows Point LLC did not assume any legal responsibility for off-site liabilities existing prior to closing, including the investigation or remediation of any releases of hazardous wastes and/or hazardous constituents off-site from the Sparrows Point Facility that occurred prior to September 14, 2012.

WHEREAS, pursuant to the terms of the Sale Order, \$500,000.00 of the proceeds of the purchase price has been set aside for the purpose of funding the remaining offshore investigation and preparing the corrective measure study. Sparrows Point LLC has no obligation, under the Sale Order, to conduct the offshore investigation or prepare the study. That work will be managed by an environmental trust to be established for the benefit of EPA and MDE.

WHEREAS, Sparrows Point LLC assumed ownership of the Sparrows Point Facility on September 14, 2012;

WHEREAS, it is one of Plaintiffs’ priorities to restore contaminated properties to environmental and economic vitality;

WHEREAS, other parties have conducted and completed the majority of the tasks for the

Site-Wide Investigation required by Section V. B of the Consent Decree prior to the Sale Order;

WHEREAS, the Plaintiffs and Sparrows Point LLC (“Parties”) recognize that amendments to the Consent Decree are required: a) to reflect the progress that has been made in performance of the work required by the Consent Decree prior to the sale of the Sparrows Point Facility to Sparrows Point LLC; and b) to facilitate the orderly, phased, environmentally protective redevelopment of the Sparrows Point Facility; and

WHEREAS, this Stipulated Order Implementing Modifications to Consent Decree does not apply to any entity other than Sparrows Point LLC, its successors and assigns.

NOW, THEREFORE, it is ORDERED, ADJUDGED AND DECREED that the Consent Decree is amended as follows:

1. Sparrows Point LLC shall be added as a signatory to the Consent Decree, shall be subject to all terms and conditions of the Consent Decree, and shall comply with each and every one of the Consent Decree’s provisions (including all documents incorporated by reference into the Consent Decree), except as set forth below:

A. Nothing contained herein, or in the Consent Decree, shall be construed to expand or enlarge the obligations and liabilities assumed by Sparrows Point LLC in the Sale Order.

B. The Consent Decree shall not impose on Sparrows Point LLC any obligations under Section VI (WASTE MINIMIZATION PLAN) of the Consent Decree with the sole exception of Section VI, Paragraph 1.b.6) related to maintenance dredging of the Tin Mill Canal.

C. The Consent Decree shall not impose on Sparrows Point LLC any obligations under Section VII.A. (Compliance Requirements for Visible Emissions from Basic Oxygen

Furnace (BOF) Shop Roof Monitor) and VII.B. (Compliance Requirements for Kish Reduction) of the Consent Decree.

2. Sparrows Point LLC shall not be required to comply with any provisions of the Consent Decree, as amended, with which other parties already have fully and finally complied, including the payment of the civil penalties.

3. Section XII (NOTIFICATION AND CERTIFICATION OF DOCUMENTS), Paragraph 1, is hereby amended to identify the following persons as the Project Coordinators to whom notifications shall be sent by other parties as appropriate.

For EPA:

Andrew Fan, PE  
Project Manager  
USEPA Region III  
3LC20  
1650 Arch Street  
Philadelphia, PA 19103-2029

For MDE:

Barbara Brown  
Project Coordinator  
Maryland Department of Environment  
1800 Washington Boulevard  
Baltimore, MD 21230

4. Section XXXIV (TRANSFER OF INTEREST, DEED AND CONTRACT RESTRICTIONS), is hereby amended to include the following Paragraph (3):


*The foregoing paragraph 2 shall apply when the entirety of the site is conveyed, sold or assigned. In the event Sparrows Point LLC conveys, sells or assigns any portion of or interest in the Site less than the entirety of the Site, Sparrows Point LLC shall remain solely and exclusively obligated to fulfill the requirements of the Consent Decree except if, prior to such conveyance, sale and/or assignment: (i) Sparrows Point LLC gives Plaintiffs at least sixty (60) days prior written notice of an anticipated sale, conveyance and/or assignment; and (ii) prior to the closing of such sale, conveyance and/or assignment, Sparrows Point LLC procures the written approval of Plaintiffs to amend the Consent Decree to obligate the prospective*

*purchaser; and (iii) the prospective purchaser undertakes express responsibility for the Consent Decree obligations by executing a modification imposing upon the prospective purchaser those obligations of the Consent Decree relative to that portion of the Site acquired. Nothing herein shall constitute a waiver by EPA or MDE of any claim or cause of action against any new owner under any applicable law or affect any defenses to such claims or causes of action available to any new owner. Any such conveyance shall not release Sparrows Point LLC from its obligations under the Consent Decree unless the Plaintiffs and Sparrows Point LLC agree to a modification of the Consent Decree pursuant to Section XXXI of the Consent Decree. Except as expressly set forth above, nothing herein shall be deemed or construed to confer upon or vest in Plaintiffs any right, power or authority to restrict or prohibit the sale, conveyance or assignment of the Site or any portion thereof or interest therein.*

5. Section IV, paragraph 3 is amended to begin: "Except as provided in Sections XXXIII and XXXIV(3)..." All other terms in paragraph 3 shall remain unchanged.

6. All other provisions of the Consent Decree remain in full force and effect.

SO ORDERED THIS 25 day of Jan, 2014.

  
\_\_\_\_\_  
J. FREDERICK MOTZ  
United States District Judge

FILED  
U.S. DISTRICT COURT  
DISTRICT OF MARYLAND  
2014 JUL 28 P 2:57  
CLERK'S OFFICE  
AT BALTIMORE  
BY \_\_\_\_\_  
DEPUTY

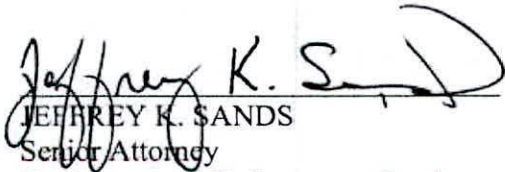
The undersigned party consents to the above-referenced modifications of the Consent Decree in the matters of United States and State of Maryland v. Bethlehem Steel Corp., C.A. Nos. JFM-97-558 and JFM-97-559 (D. Md.).

FOR THE UNITED STATES:



SAM HIRSCH  
Acting Assistant Attorney General  
Environment and Natural Resources Division  
U.S. Department of Justice

July 6, 2014  
Date



JEFFREY K. SANDS  
Senior Attorney  
Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611  
Washington, D.C. 20044-7611

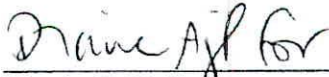
July 8, 2014  
Date

The undersigned party consents to the above-referenced modifications of the Consent Decree in the matters of United States and State of Maryland v. Bethlehem Steel Corp., C.A. Nos. JFM-97-558 and JFM-97-559 (D. Md.).

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY



Shawn Garvin  
Regional Administrator  
U.S. Environmental Protection Agency Region III  
1650 Arch Street  
Philadelphia, PA 19103



Marcia E. Mulkey  
Regional Counsel  
U.S. Environmental Protection Agency Region III  
1650 Arch Street  
Philadelphia, PA 19103



for Charles B. Howland  
Senior Assistant Regional Counsel  
U.S. Environmental Protection Agency Region III  
1650 Arch Street  
Philadelphia, PA 19103

The undersigned party consents to the above-referenced modifications of the Consent Decree in the matters of United States and State of Maryland v. Bethlehem Steel Corp., C.A. Nos. JFM-97-558 and JFM-97-559 (D. Md.).

FOR STATE OF MARYLAND, MARYLAND  
DEPARTMENT OF THE ENVIRONMENT



Robert Summers, Secretary of the Environment  
Maryland Department of the Environment

May 22, 2014  
Date

Approved this 20 day of May,  
2014, as to form and legal sufficiency.




Matthew Zimmerman  
Assistant Attorney General



The undersigned party consents to the above-referenced modifications of the Consent Decree in the matters of United States and State of Maryland v. Bethlehem Steel Corp., C.A. Nos. JFM-97-558 and JFM-97-559 (D. Md.).

FOR SPARROWS POINT LLC



---

Title: *MEMBER*  
Sparrows Point LLC