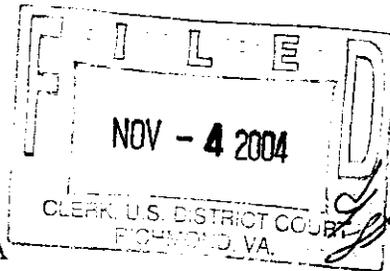


UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA



UNITED STATES of AMERICA,)
)
 Plaintiff,)
)
 and)
)
 ROBERT G. BURNLEY, DIRECTOR)
 COMMONWEALTH OF VIRGINIA)
 DEPARTMENT OF ENVIRONMENTAL)
 QUALITY,)
)
 Plaintiff-Intervenor,)
)
 v.)
)
 STONE CONTAINER CORPORATION,)
)
 Defendant.)

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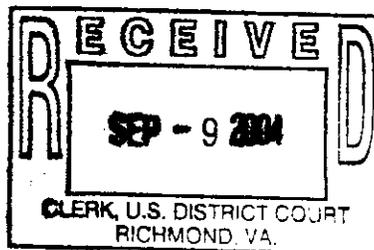
NOV 05 2004

Office of the Attorney General
Environmental Unit

Civil Action No. 3:04-CV-647

Judge

CONSENT DECREE



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UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA

UNITED STATES of AMERICA,)	
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Plaintiff,)	
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and)	
)	
ROBERT G. BURNLEY, DIRECTOR)	
COMMONWEALTH OF VIRGINIA)	
DEPARTMENT OF ENVIRONMENTAL)	
QUALITY,)	
)	
Plaintiff-Intervenor,)	Civil Action No.
)	
v.)	Judge
)	
)	
STONE CONTAINER CORPORATION,)	
)	
Defendant.)	
_____)	

WHEREAS, Plaintiff, the United States of America, on behalf of the United States Environmental Protection Agency ("EPA"), has filed a Complaint alleging that Defendant Stone Container Corporation ("Stone Container" or "Defendant") violated the Clean Air Act ("CAA"), 42 U.S.C. §§ 7401 et seq., the regulations promulgated thereunder, and the requirements established in the Commonwealth of Virginia's State Implementation Plan ("Virginia SIP"), 40 C.F.R. §§ 52.2420-2465, that were developed pursuant to Section 110(a) of the CAA, 42 U.S.C. § 7410(a), at the Kraft pulp and paper mill located in West Point, Virginia (the "West Point Mill" or "the Mill");

WHEREAS, Robert G. Burnley, Director, Commonwealth of Virginia Department of Environmental Quality, ("VDEQ") has filed an unopposed Complaint in Intervention alleging

that Stone Container has violated the CAA, the Virginia SIP, and the Virginia Administrative Code, 9 VAC § 5-10 et seq.;

WHEREAS, Stone Container is the current owner and operator and Chesapeake Corporation (“Chesapeake”) is the former parent company of a subsidiary that owned and operated the West Point Mill, ownership having passed on or about May 23, 1997, when the Chesapeake subsidiary merged into the predecessor of Stone Container;

WHEREAS, Stone Container and Chesapeake have reached an agreement with respect to the obligations contained herein and as a result of the agreement, Stone Container is the only Defendant named in this Consent Decree;

WHEREAS, Stone Container has agreed to install and operate certain air pollution control equipment at the West Point Mill, and to perform certain other tasks including monitoring and reporting of emissions from the West Point Mill;

WHEREAS, the Defendant does not admit the violations alleged in the Complaints;

WHEREAS, the Defendant has agreed to install certain pollution control equipment on Power Boiler No. 8 at the West Point Mill, a boiler that routinely fires coal and fuel oil and operates over a range of loads that vary over relatively short time spans;

WHEREAS, the Parties have agreed that settlement of this matter is in the public interest and that entry of this Consent Decree without further litigation is appropriate;

WHEREAS, the Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and will avoid prolonged and complicated litigation between the Parties;

WHEREAS, the United States, VDEQ, and the Defendant have consented to entry of this Consent Decree without trial of any issues;

NOW, THEREFORE, without any admission of fact or law, without any taking of testimony, it is hereby ORDERED AND DECREED as follows:

I. JURISDICTION AND VENUE

1. The Complaints state claims upon which relief can be granted against the Defendant under Section 113(b) of the CAA, 42 U.S.C. § 7413(b) and Section 10.1-1316 of the Air Pollution Control Law of Virginia. The Court has jurisdiction of the subject matter herein and over the Parties consenting hereto pursuant to 28 U.S.C. §§ 1331, 1345, 1355(a) and 1367, and pursuant to Sections 113(b) of the CAA, 42 U.S.C. § 7413(b). Venue is proper under 28 U.S.C. § 1391(c) and Section 113(b) of the CAA, 42 U.S.C. § 7413(b).

II. APPLICABILITY

2. The provisions of this Consent Decree shall apply to and be binding upon the United States, VDEQ, and Stone Container and its successors and assigns for the life of the Decree.

3. On or before thirty (30) Days prior to the sale or transfer of ownership or operation of the West Point Mill to an unaffiliated entity, Stone Container shall give written notice of this Consent Decree to each proposed unaffiliated purchaser or transferee. Prior to or upon such sale or transfer, Stone Container shall provide a copy of this Consent Decree to each such unaffiliated purchaser or transferee and shall condition such sale or transfer upon agreement by each unaffiliated purchaser or transferee to assume the obligations under this Consent Decree and to submit to the jurisdiction of the Court. The sale or transfer of ownership or operation of the West Point Mill does not relieve Stone Container from its obligations under this Consent Decree,

unless consented to in writing by the United States and VDEQ. Stone Container shall give written notice to EPA Region III, VDEQ, and the United States, at the addresses specified in Paragraph 65 (Notice) of this Consent Decree, of each proposed unaffiliated purchaser or transferee at least thirty (30) Days prior to transfer and shall include in such notice the measures taken by Stone Container to obtain the purchaser's or transferee's agreement to assume the obligations of this Consent Decree. For purposes of this Paragraph 3, an "unaffiliated entity" shall mean an entity that is not a parent or subsidiary of, or under common ownership or control with, Stone Container.

4. Stone Container shall make available at the work site a copy of this Decree to contractors retained to perform work required by this Decree. In any action or proceeding to enforce this Consent Decree, Stone Container shall not raise as a defense the failure of any of its agents, servants, contractors, subcontractors, or employees to take actions necessary to comply with this Consent Decree, except as specifically allowed pursuant to Section XIII of this Decree (Force Majeure).

III. FACTUAL BACKGROUND

5. Stone Container currently owns and operates the West Point Mill, which manufactures various paper products including but not limited to unbleached kraft papers, linerboard, unbleached and bleached (white top) liners, and corrugated medium, along with intermediate products and byproducts.

6. The integrated kraft pulping and papermaking processes at Stone Container's West Point Mill result in emissions of air pollutants, including, but not limited to, sulfur dioxide ("SO₂"), nitrogen oxides ("NO_x"), and total reduced sulfur compounds ("TRS"). The TRS compounds

are found in various pulping emissions. Gases containing TRS compounds from the digester system, turpentine recovery system and evaporator system are collected by the low volume, high concentration ("LVHC") system. The combustion of the LVHC gases and the burning of fossil fuels (i.e., coal and oil) in Power Boiler No. 8 and Power Boiler No. 10 (woodwaste, sludge and No. 6 Fuel Oil) result in the majority of the SO₂ emissions from the West Point Mill. The same power boilers, as well as Recovery Furnace No. 5, contribute a large portion of the Mill's total NO_x emissions. Gases containing TRS compounds from the pulp washing, knotter, screen, and decker are or will be collected by the high volume, low concentration ("HVLC") system as required by the applicable portions of 40 C.F.R. Part 63 subpart S (National Emission Standards for Hazardous Air Pollutants from the Pulp and Paper Industry).

IV. DEFINITIONS

7. Unless otherwise explicitly defined herein, terms used in this Decree shall have the meaning given to those terms in the Clean Air Act, 42 U.S.C. § 7401 et seq. In addition, whenever terms listed below are used in this Consent Decree, the following definitions apply:

A. "Boiler Operating Day" - means a 24-hour period between 7:00 a.m. and the following 7:00 a.m. during which any fuel is combusted at any time in the boiler. It is not necessary for fuel to be combusted continuously for the entire 24-hour period. This definition applies to Power Boiler 8 and Power Boiler 10 elsewhere defined in this Consent Decree.

B. "Calendar Quarter" shall mean the three month period ending at 7:00 a.m. on April 1st, July 1st, October 1st, and January 1st.

C. "Consent Decree" or "Decree" shall mean this Consent Decree and any Appendices thereto.

D. "Date of Entry of the Consent Decree" shall mean the date this Consent Decree is approved and signed by the United States District Court Judge assigned to handle this matter.

E. "Date of Lodging of the Consent Decree" shall mean the date this Consent Decree is filed for lodging with the Clerk of the Court for the United States District Court for the Eastern District of Virginia, Richmond Division.

F. "Day" or "Days" as used herein shall mean a calendar day or days.

G. "HVLC NCGs" shall mean all non-condensable gases from the pulp washing, knotter, screen, and decker, and from any other equipment serving the same function as the listed operations.

H. "Low-NOx Combustion System" shall mean a Low-NOx Concentric Tangential Firing System, which will consist of changes to the existing PB8 windbox through the replacement of air nozzle tips with reduced area tips to accommodate the new, separated overfire air windboxes and the replacement of the existing coal nozzle tips with low-NOx tips.

I. "LVHC NCGs" shall mean all non-condensable gases from the digester, turpentine recovery, evaporator, steam stripper systems, and any other equipment serving the same function as the listed operations.

J. "Month" or "Months" shall mean a calendar month or months.

K. "NCGs" shall mean all low volume high concentration ("LVHC") and high volume low concentration ("HVLC") gases generated and collected for combustion at the West Point Mill.

L. "Parties" shall mean the signatories to this Consent Decree.

M. "PSD" shall mean Prevention of Significant Deterioration within the meaning of Part C of the Clean Air Act, 42 U.S.C. §§ 7470, et seq.

N. "Power Boiler No. 6 ("PB6")" - Combustion Engineering boiler, constructed in 1942, with a maximum rated continuous input heat capacity of approximately 242 million Btus per hour on No. 6 fuel oil.

O. "Power Boiler No. 8 ("PB8")" - Combustion Engineering dual-fuel fired boiler, constructed in 1964, with a maximum rated continuous input heat capacity of approximately 553 million Btus per hour on coal or No. 6 fuel oil or combination thereof. This boiler also is capable of burning NCGs.

P. "Power Boiler No. 9 ("PB9")" - Combustion Engineering boiler, constructed in 1972, with a maximum rated continuous input heat capacity of approximately 248 million Btus per hour on No. 6 fuel oil.

Q. "Power Boiler No. 10 ("PB10")" - Foster Wheeler combination fuel (bark/wood waste and No. 6 fuel oil) fired boiler, constructed in 1981, with a maximum rated continuous input heat capacity of 659 million Btus per hour. This boiler also is capable of burning NCGs and sludge.

R. "Recovery Furnace No. 5 ("RF5")" - Babcock & Wilcox chemical recovery unit, constructed in 1992, with a maximum rated continuous input heat capacity of 713.2 million Btus per hour. This recovery unit is capable of firing black liquor and fuel oil.

S. "Retire" - means the shutdown of a boiler from normal service including, but not limited to, the disabling of such boiler such that it cannot combust fuel or produce steam.

T. "United States" - includes, but is not limited to, the United States Environmental Protection Agency and the United States Department of Justice.

U. "Year" or "Years" shall mean a calendar year or years.

V. COMPLIANCE PROGRAM

8. Stone Container shall operate the West Point Mill in compliance with all requirements of the terms of this Decree. Actions undertaken by Stone Container that are required by this Decree shall be subject to all applicable Federal, State and local air pollution laws and regulations, including permit requirements. Stone Container shall timely identify, file for, and make reasonable efforts to obtain all applicable permits, licenses and approvals required for performance of activities or work required by this Decree to perform the activities or work by the deadlines established in this Decree. The denial of, issuance of, or action or non-action by VDEQ with regard to any operating permit for the West Point Mill will not be subject to dispute resolution under Section XIV of this Decree; however, Stone Container shall have the right to appeal any such denial as provided under applicable Virginia law.

A. PB8 SO2 Emission Reductions

9. On or before thirty-six (36) months after the Date of Entry of the Consent Decree, Stone Container shall complete installation and commence operation of a Wet Gas Scrubber ("WGS") to reduce emissions of SO₂ from the stack for PB8. On or before one hundred eighty (180) Days after operation of the WGS has commenced, Stone Container shall operate the WGS at all times PB8 is in operation, consistent with and except as provided in 9 VAC §§ 5-10-10, 5-10-20, 5-20-180, and 5-40-10 to 5-40-50, as applicable.

10. On or before one hundred eighty (180) Days after operation of the WGS has commenced, Stone Container shall operate PB8 and the WGS to achieve a SO₂ emission rate not to exceed 0.26 lb/MMBtu on a 30-Day rolling average basis (i.e., each 30 preceding boiler operating days). The SO₂ emission limits specified under this Paragraph 10 shall apply consistent with and except as provided in 9 VAC §§ 5-10-10, 5-10-20, 5-20-180, and 5-40-10 to 5-40-50, as applicable. Stone Container shall begin monitoring emission levels for purposes of the 30-day rolling average, 180 days after operation of the WGS commences.

11. On or before twelve (12) months after the Date of Entry of the Decree, Stone Container shall submit an application to VDEQ for an operating permit that includes the emission limits and compliance dates established in Paragraph 10 of this Consent Decree as federally enforceable permit conditions, according to procedures approved by the VDEQ for the appropriate permit type.

12. On or before one hundred eighty (180) Days after the date of commencement of operation of the WGS on PB8, Stone Container shall begin using the Continuous Emission Monitoring System ("CEMS") and the F-factor calculations to monitor emissions from PB8. Stone Container shall develop the F-factor calculations in accordance with 40 CFR Part 60 Appendix A-7, Method 19 and in consultation with the VDEQ. Stone Container shall use the CEMS and the F-factor calculations at PB8 to monitor emissions from PB8 and to report compliance with the terms and conditions of this Consent Decree. Stone Container shall retain SO₂ and oxygen concentration data from the CEMS at PB8 in accordance with the requirements of Section IX (Recordkeeping) herein and shall make such data available to EPA and VDEQ upon request.

B. PB8 NOx Emissions Reductions

13. On or before thirty-six (36) Months after the Date of Entry of the Consent Decree, Stone Container shall complete installation and begin operation of the Low-NOx Combustion System on PB8.

14. On or before one hundred eighty (180) Days after the later of: 1) the Date of Entry of this Consent Decree, or 2) the date of commencement of operation of the Low-NOx Combustion System, Stone Container shall operate PB8 to achieve a NOx emission rate not to exceed 0.52 lb/MMBtu on a 30-Day rolling average basis (i.e., each 30 preceding boiler operating days) at all times except when a more stringent emissions limit for NOx applies to PB8 under federal or state law or permits. The NOx emission limit of 0.52 lb/MMBtu on a 30-Day rolling average basis shall apply at all times, consistent with and except as provided in 9 VAC §§ 5-10-10, 5-10-20 5-20-180, and 5-40-10 to 5-40-50, as applicable, except when a more stringent emissions limit for NOx applies to PB8 under federal or state law or permits. Stone Container shall begin monitoring emission levels for purposes of the 30-day rolling average one hundred eighty (180) Days after operation of the Low-NOx Combustion System commences.

15. On or before twelve (12) Months from the Date of Entry of the Decree, Stone Container shall submit an application to VDEQ for an operating permit that includes the NOx emission limits and compliance dates established in Paragraph 14 of this Decree as federally enforceable permit conditions, according to procedures approved by the VDEQ for the appropriate permit type.

16. On or before one hundred eighty (180) Days after the later of: 1) the Date of Entry of this Consent Decree, or 2) the date of commencement of operation of the Low-NOx Combustion

System on PB8, Stone Container shall use the NOx CEMS and the F-factor calculations to monitor NOx emissions from PB8. Stone Container shall develop the F-factor calculations in accordance with 40 CFR Part 60 Appendix A-7, Method 19 and in consultation with the VDEQ. Stone Container shall use the NOx CEMS and the F-factor calculations to monitor NOx emissions from PB8 and to report compliance with the terms and conditions of this Consent Decree. Stone Container shall retain NOx concentration data and F-factor calculations from the NOx CEMS at PB8 in accordance with the requirements of Section IX (Recordkeeping) herein and shall make such data available to EPA and VDEQ upon request.

C. PB8 Stack Testing

17. Stone Container shall conduct stack tests on PB8 for the purpose of determining SO₂ and NOx emission rates in accordance with test methods and procedures approved by VDEQ, after VDEQ consultation with EPA. Stone Container shall conduct the required stack tests for SO₂ and NOx emission rates on PB8 on or before one hundred eighty (180) Days after the later of: 1) the date the HVLC NCGs are routed to PB8 for incineration, 2) the date of commencement of operation of the WGS, or 3) the date of commencement of operation of the Low-NOx Combustion System. Stone Container shall submit results of such tests to EPA and VDEQ no later than sixty (60) Days after completion of the tests required by this paragraph.

D. Routing of NCGs to PB8 for Combustion and Routing to PB10 as Backup NCG Combustion Point

18. On or before one hundred and eighty (180) Days after Stone Container commences operation of the WGS required by Paragraph 9, above, Stone Container shall route the Mill's NCGs to PB8 at all times that PB8 is operating in a manner consistent with safe and effective NCG combustion, excluding such times the NCGs are venting through safety devices and periods

of time as may be required to safely reroute and initiate combustion of the gases, consistent with and except as provided in 9 VAC §§ 5-10-10, 5-10-20, 5-20-180, and 5-40-10 to 5-40-50, and 40 C.F.R. Part 63, subpart S, as applicable. Whenever PB8 is not operating or not operating in a manner consistent with safe and effective NCG combustion, Stone Container shall burn the NCGs in PB10 as a backup if PB10 is operating in a manner consistent with safe and effective NCG combustion, excluding such times the NCGs are venting through safety devices and periods of time as may be required to safely reroute and initiate combustion of the gases consistent with and except as provided in 9 VAC § 5-10-10, 5-10-20, 5-20-180, and 5-40-10 to 5-40-50, as applicable. Stone Container shall keep records of when the NCGs are routed to PB10 or to the atmosphere and why bypassing of PB8 was required. Stone Container shall include in such records a description of its actions taken to prevent or mitigate periods when NCGs are not burned in PB8 while it is operating. Stone Container shall make such records available to EPA and VDEQ within thirty (30) days of receipt of a request.

19. On or before twelve (12) Months from the Date of Entry of the Consent Decree, Stone Container shall submit an application to VDEQ for an operating permit that includes the compliance date and limitations on burning NCGs established in Paragraph 18 of this Decree as federally enforceable permit conditions, according to procedures approved by VDEQ for the appropriate permit type.

E. **Installation and Testing of CEMs for SO₂ and NO_x Compliance at PB10**

20. On or before two hundred seventy (270) Days after the Date of Entry of the Consent Decree, Stone Container shall install, certify and calibrate, and commence to maintain and operate CEMS for measuring SO₂ emissions and NO_x emissions discharged to the atmosphere

from PB10 and shall record the output of such systems. Stone shall retain CEMS data for PB10 in accordance with the requirements of Section IX (Recordkeeping) herein and shall make such data available to EPA and VDEQ within thirty (30) days of receipt of a request.

F. Monitoring Requirements

21. To the extent required by this Consent Decree, Stone Container shall install, certify, calibrate, and commence to maintain and operate all CEMS required by this Consent Decree in accordance with the applicable requirements of 40 C.F.R. § 60.13 and 40 C.F.R. Part 60 Appendices A, B, and F. Plaintiffs and Stone Container may use data from the CEMS, stack testing, and/or any other credible evidence to show violations of or compliance with the emission limits established in this Consent Decree. Stone Container shall submit permit applications to VDEQ to have the requirements for the CEMs specified in this Consent Decree incorporated into federally enforceable operating permits.

22. Nothing in this Consent Decree shall in any way limit or prevent Stone Container's using a single monitoring system to satisfy the requirements of Paragraphs 20 or 21 of this Consent Decree. Stone Container shall use the NOx CEMS to monitor emissions from PB8 with the Low-NOx Combustion System and to report compliance with the terms and conditions of this Consent Decree. Stone Container shall retain NOx concentration data from the NOx CEMS for PB8 in accordance with the requirements of Section IX (Recordkeeping) herein and shall make such data available to EPA and VDEQ upon request.

G. Shutdown of Power Boiler 6 ("PB6") and Power Boiler 9 ("PB 9")

23. Stone Container shall retire and cease any and all operation of PB9 on or before three (3) Months after the Date of Entry of the Consent Decree. Stone Container shall retire and cease any

and all operation of PB6 on or before six (6) Months after commencing operation of the WGS or the Low-NOx Combustion System, whichever is later. If Stone Container later decides to restart either PB6 or PB9, then prior to such re-start, Stone Container shall timely apply to VDEQ for any permits required by Federal law or by the Virginia Air Pollution Control Board Law, § 10.1-1300 *et seq.*, including but not limited to, requirements for PSD permit(s) for the unit(s). Stone Container shall not restart PB6 or PB9 unless and until Stone Container receives all required federal or state permits for such restart.

VI. EMISSION REDUCTION CREDITS

24. Stone Container may not use any credits resulting from the emissions reductions necessary to meet the emissions limits set forth in Paragraphs 10 and 14 of this Decree and the Power Boiler shutdowns required by Paragraph 23 of this Decree in any emissions banking, trading, or netting program for PSD, major non-attainment New Source Review ("NSR"), or minor NSR. However, nothing herein shall prevent Stone Container from using any credits generated by reducing emissions of SO₂ from PB8 to levels lower than 0.26 lb/MMBtu on a 30-Day rolling average basis (i.e., each 30 preceding boiler operating days).

VII. PERMITTING

25. Stone Container agrees to apply for and make all reasonable efforts to obtain in a timely manner all permits required by the Commonwealth of Virginia State Air Pollution Control Board Regulations, including, but not limited to, any applicable permits for the construction and operation of the pollution control technology required to meet the pollution reductions required by Section V of this Decree. Within five (5) Days of submitting any permit application(s), proposed permit(s), and permit(s) to VDEQ as required by the Commonwealth of Virginia State

Air Pollution Control Board Regulations or by this Decree, Stone Container shall provide a copy of any such permit application(s), proposed permit(s), and permit(s) to EPA at the address specified in Paragraph 65 (Notice). Within twelve (12) months of the Date of Entry of this Consent Decree, Stone Container shall update its Title V permit application to include the compliance dates and injunctive relief required by this Consent Decree, in accordance with 40 C.F.R. § 70.5(c)(8)(iii)(C).

VIII. ADDITIONAL MONITORING

26. On or before forty-eight (48) months from the Date of Entry of this Consent Decree, Stone Container shall complete installation and begin operation of a SO₂ ambient air monitoring station at a site and in accordance with procedures determined in conjunction with the VDEQ. Stone Container shall arrange for and finance the operation and maintenance of the SO₂ ambient air monitoring station for five (5) years from the date Stone Container commences operation of such monitoring station.

IX. RECORDKEEPING

27. Stone Container shall preserve, from the Date of Lodging of the Consent Decree and for a minimum of five (5) years following the effective date of termination of this Decree, an original or a complete and accurate copy of all executed contracts and final versions of specifications and design information data and reports created or received by Stone Container which relate to the design and installation of the control equipment required by this Consent Decree.

28. Beginning one hundred and eighty (180) Days after the earlier of: 1) the date of commencement of operation of the WGS, or 2) the date of commencement of operation of the Low-NO_x Combustion System, and continuing until five (5) years after termination of this

Decree, Stone Container shall preserve the SO₂ and NO_x emissions data recorded by the CEMs required by this Consent Decree for a period of five (5) years from the date the data was first recorded.

29. The data required by Paragraphs 27 and 28 shall be made available to EPA and VDEQ upon request. In the event that EPA or DEQ request that such data be sent by Stone Container to EPA or VDEQ, rather than examined at the Mill, such data shall be sent to EPA or VDEQ within thirty (30) days of Stone Container's receipt of any such request. Nothing herein shall be construed to waive any claim of privilege or confidentiality Stone Container may have with respect to any such documents. However, no emissions data may be withheld from EPA or VDEQ on grounds that it is confidential.

30. Nothing in this Consent Decree shall be construed to limit or otherwise affect EPA's authority under Section 114 of the Clean Air Act, 42 U.S.C. § 7414 or the VDEQ's authority under Section 10.1-1316 of the Air Pollution Control Law of Virginia.

31. Beginning with the first full Calendar Quarter after the Date of Entry of this Consent Decree, Stone Container shall submit a calendar quarterly progress report ("Calendar Quarterly Report") to EPA and VDEQ within thirty (30) Days after the end of each Calendar Quarter until all work required by this Consent Decree in Sections V and VIII is completed. This Calendar Quarterly Report shall describe the work performed during the reporting Calendar Quarter toward accomplishing the tasks specified in Sections V (Compliance Program) and VIII (Additional Monitoring) of this Consent Decree, and shall indicate whether Stone Container has complied with the requirements for such tasks, and, if not, the reason for non-compliance, the projected compliance date, and the actions taken and to be taken to achieve compliance. This

Calendar Quarterly Report shall include a summary of (1) excess emission and downtime data for all CEMS required by this Consent Decree; (2) any stack test results for emissions limited by this Consent Decree; and (3) and any other monitoring, testing, or measuring of emissions limited by this Consent Decree performed by or on behalf of Stone Container during the reporting period, unless the results are not received until a subsequent quarterly reporting period, in which case they shall be produced with that quarter's report. The Calendar Quarterly Report shall state whether Stone Container has complied with each of the emission limits established in this Consent Decree and, if not, shall describe with specificity the reasons for any failure to meet any emission limit and any actions taken to correct the problem. Nothing in this Decree shall in any way limit or prevent Stone Container's submitting reports otherwise required by applicable permit conditions or Virginia rules to satisfy the requirements of this Paragraph.

32. After completion of all work required by this Consent Decree and continuing until termination of this Consent Decree pursuant to Paragraphs 73 and 74, below, Stone Container shall continue to submit quarterly reports containing information required by Paragraph 31 of this Consent Decree. Nothing in this Decree shall in any way limit or prevent Stone Container's submitting reports otherwise required by applicable permit conditions or Virginia rules to satisfy the requirements of this Paragraph.

33. All reports required by this Section IX of this Consent Decree shall be certified by a plant manager or duly appointed designee responsible for environmental management and compliance at the West Point Mill, as follows:

"I certify under penalty of law that this information was prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my directions and my inquiry of the person(s) who manage the system,

or the person(s) directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete.”

34. The recordkeeping, record retention, and reporting requirements of this Consent Decree do not relieve Stone Container of its obligations to submit any other reports or information required by any permit or any federal, state, or local law or regulation.

X. CIVIL PENALTY

35. Stone Container shall pay a civil penalty of nine hundred and fifty thousand dollars (\$950,000) (the “Civil Penalty”). Within thirty (30) Days after the Date of Entry of this Consent Decree, Stone Container shall remit \$475,000 to the United States and shall remit \$475,000 to VDEQ. This payment of penalties and compliance with the requirements of this Consent Decree constitute full settlement of, and shall resolve all civil liability of Stone Container for, the civil violations alleged by the United States and the Commonwealth of Virginia in their Complaints and Notices of Violation, through and including the date of lodging of this Decree.

36. The monies due to the United States shall be paid by Electronic Funds Transfer (“EFT”) to the United States Department of Justice, in accordance with current EFT procedures, referencing the USAO File Number 1998V01506 and DOJ Case Number 90-5-2-1-06526, and the civil action case name and case number of the Eastern District of Virginia, Richmond Division. The costs of such EFT shall be the responsibility of Stone Container. Payment shall be made in accordance with instructions provided to Stone Container by the U.S. Attorney's Office in the Eastern District of Virginia, Richmond Division. Any funds received after 11:00 a.m. (EST) shall be credited on the next business day. Stone Container shall provide notice of payment, referencing the USAO File Number 1998V01506 and DOJ Case Number 90-5-2-1-

06526, and the civil action case name and case number, to the Department of Justice and to EPA, as provided in Paragraph 65 (Notice), below. Use of the specified EFT procedures to make the required payment on or before 11:00 a.m. on the 20th Day shall be deemed timely.

37. The monies due to VDEQ shall be paid by EFT to the Department of Environmental Quality, in accordance with current EFT procedures. Any costs of such EFT shall be the responsibility of Stone Container. Payment shall be made in accordance with instructions provided to Stone Container by the VDEQ. Stone Container shall provide notice of payment to VDEQ as provided in Paragraph 65 (Notice). Use of the specified EFT procedures to make the required payment on or before 11:00 a.m. on the 20th Day shall be deemed timely.

38. Upon entry of this Decree, this Decree shall constitute an enforceable judgment for purposes of post-judgment collection in accordance with Rule 69 of the Federal Rules of Civil Procedure, the Federal Debt Collection Procedure Act, 28 U.S.C. §§ 3001-3308, and other applicable federal authority. The United States and VDEQ shall be deemed judgment creditors for purposes of collection of any unpaid amounts of the civil and stipulated penalties and interest.

XI. STIPULATED PENALTIES

39. Stone Container shall pay stipulated penalties to the United States and VDEQ for each failure to comply with the terms of this Consent Decree, as set forth below. To the extent not specifically provided below, any stipulated penalties owed to both the United States and VDEQ shall be paid in equal amounts to the United States and VDEQ.

a. Reporting. For each Day Stone Container fails to submit notifications or reports as required in Paragraphs 17, 31, and 32 of this Decree, Stone Container shall be liable for a

stipulated penalty of \$500 per day (\$250 per day to the United States and \$250 per Day to VDEQ) for each such failure for each Day that the failure continues.

b. Civil Penalties. If Stone Container fails to pay the civil penalties required by Paragraph 35 of this Consent Decree by the payment due date specified in Paragraph 35, Stone Container shall pay a stipulated penalty to the United States and/or to VDEQ as follows: 1) Stone Container shall pay \$2,500 per Day to the United States for each Day the payment of the civil penalty installment payment due to the United States is due but is not paid; and 2) Stone Container shall pay \$2,500 per Day to VDEQ for each Day the payment of the civil penalty installment payment due to VDEQ is due but is not paid. Stipulated penalties for this Paragraph shall begin to accrue on the date the civil penalty payments are due to each Plaintiff and shall continue to accrue through the Day on which each Plaintiff receives payment of the civil penalty amount due.

c. Scrubber and Low-NOx Combustion System. For each Calendar Day Stone Container fails to complete installation and commence operation of the WGS or the Low-NOx Combustion System by the dates required in this Decree in Paragraphs 9 and 13, Stone Container shall be liable for a stipulated penalty of \$2,500 per Day (\$1,250 per Day to the United States and \$1,250 per Day to VDEQ) for each such failure for each Day that the failure continues.

d. CEMS and Monitors. For each Day Stone Container fails to install, certify, and commence operation of CEMS or monitors by the dates specified in this Decree in Paragraphs 12, 16, 20 and 26, Stone Container shall be liable for a stipulated penalty of \$2,000 per Day (\$1,000 per Day to the United States and \$1,000 per Day to VDEQ) for each such failure for each Day that the failure continues.

e. Stack Testing. For each Day Stone Container fails to conduct stack testing required by the date specified in the Decree, Stone Container shall be liable for a stipulated penalty of \$1,000 per Day (\$500 per Day to the United States and \$500 per Day to VDEQ) for each such failure for each Day that the failure continues.

f. For each Day Stone Container fails to comply with the requirements in Paragraphs 18 (routing of NCGs), 23 (shutdown boilers), or 26 (ambient monitoring) of this Decree, Stone Container shall be liable for a stipulated penalty of \$1,000 per Day (\$500 per Day to the United States and \$500 per Day to VDEQ) for each such failure for each Day that the failure continues.

g. Emission Limitations. For each Day after the date established in Paragraphs 10 and 14 of this Decree that Stone Container fails to comply with the 30-day rolling average emissions limits on SO₂ and NO_x established in Paragraphs 10 and 14 of this Decree, Stone Container shall be liable for the following stipulated civil penalties:

Period of Failure to Comply	Penalty Per Day Per Violation
1st through 5th consecutive Day	\$1,000 (\$500 to US; \$500 to VDEQ)
6th through 10th consecutive Day	\$1,500 (\$750 to US; \$750 to VDEQ)
11th consecutive Day and beyond	\$1,800 (\$900 to US; \$900 to VDEQ)

for each day on which emissions exceed the 30-day rolling average emissions limits. For purposes of this Paragraph 39.g. "Day" shall mean "Boiler Operating Day" as defined in Paragraph IV.7.A.

h. For each Day Stone Container violates any other provision of this Decree, Stone Container shall be liable for a stipulated penalty of \$1,000 per Day (\$500 per Day to the United States and \$500 per Day to VDEQ) for each such failure for each Day that the failure continues.

40. Stone Container shall pay such stipulated penalties only upon written demand by the United States or VDEQ no later than thirty (30) Days after Stone Container receives such demand. Stipulated penalties shall be paid as described in the demand letter to either the United States or VDEQ, unless the total amount of the stipulated penalty is apportioned between the United States and VDEQ. Payment to the United States shall be made by a corporate check, payable to the "Treasurer, United States of America," and sent to the U.S. Attorney's office, with copies to EPA and DOJ at the addresses in Paragraph 65 (Notice). Payment to VDEQ shall be shall be by EFT, in accordance with instructions provided by VDEQ (any costs of such EFT shall be the responsibility of Stone Container), or by check payable to VDEQ and sent to Department of Environmental Quality, Receipt Control, P.O. Box 10150, Richmond, VA 23240. Stone Container shall provide notice of payment to VDEQ as provided in Paragraph 65 (Notice).

41. All stipulated penalties required under this Consent Decree begin to accrue on the Day that noncompliance occurs, and continue to accrue up to, but not including, the Day on which such noncompliance is remedied. Nothing herein shall preclude the simultaneous accrual of separate stipulated penalties for separate violations of this Consent Decree. Any dispute with respect to liability for a stipulated penalty shall be resolved in accordance with the dispute resolution procedures set forth in Section XIV of this Decree.

42. Stipulated penalties are not the exclusive civil remedy of Plaintiffs for Defendant's violations of this Consent Decree, and Plaintiffs reserve the right to use any remedies to which they are entitled, including, but not limited to, civil penalties, injunctive relief, and contempt for Defendant's failure to comply with any provisions of this Consent Decree or other provisions of law. However, the amount of any civil penalty assessed for a violation of federal or state law that

is also a violation of this Consent Decree may be reduced by the amount of any stipulated penalty previously paid pursuant to this Consent Decree. Defendant reserves the right to assert any defense it may have to such actions by the United States or VDEQ, other than challenging the terms of this Consent Decree, if either or both Plaintiffs attempt to seek such remedies. Either Plaintiff may, in its sole, nonreviewable discretion, waive, in whole or in part, any payment of stipulated penalties and/or interest due that Plaintiff, but a waiver by one Plaintiff shall not prevent or affect the other's assessment and collection of stipulated penalties.

43. The United States and VDEQ reserve the right to pursue any other remedies to which they are entitled, including, but not limited to, additional injunctive relief for violations of this Consent Decree. Nothing in this Consent Decree shall prevent the United States or VDEQ from pursuing a contempt action against Stone Container and requesting that the Court order specific performance of the terms of the Decree. In the event that the United States and/or VDEQ pursue such other remedies or contempt action, Stone Container reserves any rights or defenses it may have to any such action by the United States or VDEQ. However, in any such proceeding by the United States or VDEQ, Stone Container shall not challenge the terms of this Consent Decree.

XII. RIGHT OF ENTRY

44. Any authorized representative of EPA or VDEQ, upon presentation of credentials, shall have a right of entry upon the West Point Mill at any reasonable time for the purpose of monitoring compliance with the provisions of this Consent Decree, including inspecting plant equipment, observing tests required to be conducted by the Decree, and inspecting and copying all records Stone Container is required to maintain by this Consent Decree. Nothing in this Consent Decree shall limit the authority of EPA or VDEQ to conduct tests and inspections under

Section 114 of the CAA, 42 U.S.C. § 7414, Section 10.1-1315 of the Code of Virginia, or any other statutory and regulatory provision. In addition, if requested to do so by EPA and/or VDEQ, Stone Container shall provide its consent to EPA and/or VDEQ to inspect, at all reasonable times, laboratories used by Stone Container or its contractors for environmental analyses.

XIII. FORCE MAJEURE

45. If any event occurs which causes or may cause Stone Container to violate any requirement of this Consent Decree, Stone Container shall, no later than thirty (30) calendar days from the date of such event, so notify in writing the Court, EPA, and DEQ. In such notification, Stone Container shall assert whether it believes the delay is caused by a force majeure event, and shall report in such detail as is available the anticipated length of the delay, the precise cause or causes of delay, the measures taken and to be taken by Stone Container to prevent or minimize the delay and the timetable by which those measures will be implemented. Stone Container will adopt all reasonable measures to avoid or minimize any such delay.

46. EPA and VDEQ will notify Stone Container of EPA and VDEQ's determination of the applicability of the force majeure provisions in this Section to Stone Container within thirty (30) Days after receipt of a notice pursuant to Paragraph 45, above, claiming a force majeure event is causing or may cause a delay in compliance with the terms of this Consent Decree. If EPA and VDEQ notify Stone Container in writing that EPA and VDEQ agree that the delay has been or will be caused by circumstances beyond the control of Stone Container or that Stone Container could not reasonably have foreseen or prevented such violation, Stone Container shall be excused as to that violation and the time for performance of such requirement will be extended for a period not to exceed the actual delay resulting from such circumstance, and the stipulated

penalties shall not be due for such period. In the event EPA and VDEQ do not so agree in the written notice, Stone Container may submit the matter to this Court for resolution as specified in Section XIV (Dispute Resolution) of this Decree. If Stone Container submits the matter to the Court for resolution and the Court determines that the violation was caused by circumstances beyond the control of Stone Container or that Stone Container could not reasonably have foreseen or prevented such violation, Stone Container shall be excused as to that violation, but only for the period of time the violation continues due to such circumstances. Unanticipated or increased costs associated with the implementation of action required by this Decree, or changed financial circumstances, shall not constitute circumstances beyond the control of Stone Container, or serve as a basis for changes in this Consent Decree or an extension of time under this Decree.

47. Failure by Stone Container to comply with the notice requirements of Paragraph 45 above, shall render Section XIII (Force Majeure) of this Consent Decree void and of no force or effect as to the particular incident involved and constitute a waiver of Stone Container's right to request an extension of its obligations under this Consent Decree.

48. An extension of one compliance date based on a particular incident shall not result in an extension of a subsequent compliance date or dates unless specifically authorized in writing by EPA's and VDEQ's determination letter as discussed in Paragraph 46 above or authorized by determination by the Court required by Paragraph 46 above. Stone Container must make an individual showing of proof regarding each delayed incremental step or other requirement for which an extension is sought.

49. Stone Container shall bear the burden of proving that any delay or violation of any requirement of this Consent Decree was caused by circumstances beyond the control of Stone Container or any entity controlled by Stone Container, including Stone Container's consultants or contractors, or that Stone Container could not reasonably have foreseen or prevented such violation. Stone Container shall also bear the burden of proving the duration and extent of, any delay or violation attributable to such circumstances.

XIV. DISPUTE RESOLUTION

50. The dispute resolution procedure provided by this Section XIV shall be available to resolve all disputes arising under this Consent Decree, except as otherwise expressly provided herein, provided that the Party making such application has made a good faith attempt to resolve the matter with the other Parties.

51. The dispute resolution procedure required herein shall be invoked upon the giving of written notice by one of the Parties to this Consent Decree to another advising of a dispute pursuant to this Section XIV. The notice shall describe the nature of the dispute, and shall state the noticing Party's position with regard to such dispute. The Party receiving such a notice shall acknowledge receipt of the notice and the Parties shall expeditiously schedule a meeting to discuss the dispute informally not later than fourteen (14) Days from the receipt of such notice.

52. Disputes submitted to dispute resolution shall, in the first instance, be the subject of informal negotiations between the Parties. Such period of informal negotiations shall not extend beyond thirty (30) Days from the date of the first meeting between representatives of the United States or VDEQ and Stone Container, unless the Parties' representatives agree to shorten or extend this period.

53. In the event that the Parties are unable to reach agreement during such informal negotiation period, the United States and/or VDEQ shall provide Stone Container with a written summary of its position regarding the dispute. The position advanced by the United States and/or VDEQ shall be considered binding unless, within forty-five (45) Days of Defendant's receipt of the written summary of the United States' or VDEQ's position, Defendant files with the Court a petition which describes the nature of the dispute. In the event that the position advanced by the United States differs from the position advanced by VDEQ, both positions shall be provided and the position of the United States shall be binding on the Defendant unless, within forty-five (45) Days of Defendant's receipt of the written summary of the United States' position, the Defendant files with the Court a petition which describes the nature of the dispute. The United States and VDEQ shall respond to the petition within forty-five (45) Days of filing.

54. Where the nature of the dispute is such that a more timely resolution of the issue is required, the time periods set out in this Section XIV may be shortened by the Court upon motion of one of the Parties to the dispute.

55. Notwithstanding any other provision of this Consent Decree, in dispute resolution, the Court shall not draw any inferences nor establish any presumptions adverse to any party as a result of invocation of this Section XIV or the Parties' inability to reach agreement.

56. As part of the resolution of any dispute submitted to dispute resolution, the Parties, by agreement, or the Court, by order, may, in appropriate circumstances, extend or modify the schedule for completion of work under this Consent Decree to account for the delay in the work that occurred as a result of dispute resolution. Unless such failure is covered by Section XIV,

Stone Container shall be subject to any applicable stipulated penalties for its failure thereafter to complete the work in accordance with the extended or modified schedule.

XV. GENERAL PROVISIONS

57. This Consent Decree is neither a permit nor a modification of any existing permit and shall not be interpreted to be such. Compliance with the terms of the Decree does not guarantee compliance with any applicable federal, state or local laws or regulations. Nothing in this Consent Decree shall be construed to be a ruling on, or determination of, any issue related to any federal, state or local permit.

58. Except as provided in Paragraph 35 (Penalty Payment), the provisions of this Decree shall not be construed to limit any other remedies, including, but not limited to, institution of proceedings for civil or criminal contempt or injunctive relief, otherwise available to Plaintiffs for violations of this Decree or any provision of applicable law. This Decree shall not be construed to prevent or limit the application of the provisions of the CAA or the State Air Pollution Control Board Law, § 10.1-1300 *et seq.*, of the Code of Virginia.

59. Except as otherwise expressly provided in this Decree, the Parties reserve all of their rights, claims, and defenses at law and in equity. Nothing in this Decree is intended to nor shall be construed to operate in any way to resolve any criminal liability of Defendant, if any, or to waive or limit any rights or defenses Defendant may have in any criminal proceeding, by whomever initiated.

60. Except as specifically provided by this Consent Decree, nothing in this Consent Decree shall relieve Stone Container of its obligation to comply with all applicable federal, state and local laws and regulations. Nothing contained in this Consent Decree shall be construed to

prevent, alter or limit the rights of the United States' or VDEQ to seek or obtain other remedies or sanctions available under other federal, state or local statutes or regulations, by virtue of Stone Container's violation of this Consent Decree. This shall include the United States' or VDEQ's right to invoke the authority of the Court to order Stone Container's compliance with this Consent Decree in a subsequent contempt action. Nothing in this Consent Decree shall be construed to limit any rights or defenses that Stone Container may have with respect to any such actions by either or both of the Plaintiffs. However, in any action to enforce the terms of this Consent Decree, Stone Container shall not challenge the terms of this Consent Decree.

61. This Consent Decree does not limit, enlarge or affect the rights of the Defendant, the United States, or VDEQ, as against any third party, nor does it limit, enlarge or affect the rights of such third parties against the Defendant.

62. Each party to this action shall bear its own costs and attorneys' fees. However, if Defendant fails to pay any amount that is owing pursuant to the requirements of this Consent Decree and in accordance with the time periods set forth in this Decree, Defendant shall be liable and shall pay for attorneys' fees and costs incurred by the United States and/or VDEQ to collect any such amount not paid in a timely manner.

63. All information and documents submitted by Stone Container to the United States and/or VDEQ pursuant to this Consent Decree shall be subject to public inspection, unless subject to legal privileges or protection or identified and supported as business confidential by Stone Container in accordance with 40 C.F.R. Part 2, or any equivalent state statutes and regulations.

64. Notice of this Consent Decree shall be published in the Federal Register by Plaintiff United States in accordance with 28 C.F.R. § 50.7, and Plaintiffs will consider any public

comments received before moving to enter this Decree. Defendant consents to entry of this Consent Decree as originally lodged without further notice.

65. A. Service. Stone Container shall identify, on the attached signature page, the name, address, and telephone number of an agent who is authorized to accept service of process by mail on behalf of Stone Container with respect to all matters arising under or relating to this Consent Decree. Stone Container hereby agrees to accept service by mail 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.

B. Notice. Unless otherwise provided herein, notifications to or communications with the United States, EPA, VDEQ, and Stone Container shall be deemed submitted on the date they are postmarked and sent either by overnight receipt mail service or by certified or registered mail, return receipt requested. When Stone Container is required to submit notices or communicate in writing under this Consent Decree to EPA it shall also submit a copy of that notice or other writing to VDEQ. Except as otherwise provided herein, when written notification or communication is required by this Consent Decree, it shall be addressed as follows:

As to the United States:

Chief
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611, Ben Franklin Station
Washington, DC 20044-7611
DJ No. 90-5-2-1-06526

United States Attorney
Eastern District of Virginia
Alexandria Division
2100 Jamieson Avenue
Alexandria, VA 22314

As to EPA:

Chris Pilla, Branch Chief
Air Enforcement Branch
Air Protection Division,
U.S. Environmental Protection Agency
Region 3
1650 Arch Street
Philadelphia, PA 19103-2029

Donna Mastro, Senior Assistant Regional Counsel
Office of Regional Counsel, Mail Code 3RC-10
U.S. Environmental Protection Agency
Region 3
1650 Arch Street
Philadelphia, PA 19103-2029

As to VDEQ:

Director
Piedmont Regional Office
Department of Environmental Quality
4949-A Cox Road
Glen Allen, Virginia 23060

As to Stone Container:

Mr. Larry T. Price
General Manager
Stone Container Corporation
19th and Main Streets
West Point, Virginia 23181

Roy C. Cobb, Jr., Esquire
Senior Environmental Counsel
Stone Container Corporation
8182 Maryland Avenue
Clayton, Missouri 63105

66. Any party may change either the notice recipient or the address for providing notices to it by serving all other Parties with a written notice as provided in Paragraph 65 setting forth such new notice recipient or address.

67. The information required to be maintained or submitted pursuant to this Consent Decree is not subject to the Paperwork Reduction Act of 1980, 44 U.S.C. §§ 3501 et seq.

68. This Consent Decree shall be binding upon all Parties to this action, and Defendant's successors and assigns. The undersigned representatives of Defendants, the Assistant Attorney General for the United States, and the Assistant Attorney General for Virginia each certify that he or she is duly authorized to enter into the terms of this Consent Decree and bind the Party he or she represents to the terms of the Decree.

69. Any modification of this Consent Decree must be in writing and approved by the Court. Any agreed upon written modification must be signed by the Parties to this Consent Decree. No Party may petition the Court for modification without having first made a good faith effort to reach agreement with the other Parties on the terms of such modification.

70. The Court retains jurisdiction of this case after entry of this Consent Decree to enforce compliance with the terms and conditions of this Consent Decree.

71. This Consent Decree constitutes the entire agreement and settlement between the Parties. It may be signed in multiple counterparts.

XVI. COMPLIANCE WITH APPLICABLE LAWS

72. Except as provided in Paragraph 35 (Penalty Payment), the Plaintiffs do not, by their consent to the entry of this Consent Decree, warrant or aver in any manner that Stone Container's complete compliance with this Consent Decree will constitute or result in compliance with the CAA and Section 10.1-1316 of the Air Pollution Control Law of Virginia. This Consent Decree in no way relieves Stone Container of its responsibility to comply with all applicable federal, state, and local laws, regulations, and permits. Except as to a claim of contempt of court, the Parties agree that compliance with this Consent Decree shall not be a defense to any actions commenced pursuant to such laws or regulations. Stone Container shall be responsible for obtaining all applicable federal, state, and local permits that are necessary for the performance of any work required by this Decree.

XVII. TERMINATION

73. This Consent Decree shall be terminated after Stone Container has complied for at least twelve (12) consecutive months with the requirements in Section V, and has made the payment of all civil and stipulated penalties in Sections X and XI.

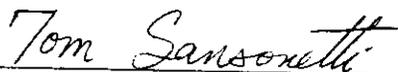
74. To terminate this Consent Decree, Stone Container shall submit to the United States, EPA, and VDEQ an affidavit signed by a plant manager or corporate officer responsible for environmental management and compliance that certifies in accordance with Paragraph 33 that Stone Container has completed and complied with those provisions of the Consent Decree referenced in Paragraph 73, above. In addition, Stone Container's affidavit shall state that Stone Container has complied with those provisions of the Decree for twelve (12) consecutive months. On or before the 90th Day after receiving the affidavit, the United States and VDEQ shall (1)

submit the affidavit of Defendant to the Court, with a notice that the United States and VDEQ do not object to the termination of this Consent Decree; or (2) notify Defendant that the United States or VDEQ does not agree that Defendant has completed and complied with the requirements of this Consent Decree referenced in Paragraph 73, above. In the latter event, the Parties shall attempt to resolve the disagreement within thirty (30) Days after Defendant receives the notice of disagreement from the United States or VDEQ. If the Parties are unable to resolve the disagreement, Defendant shall petition the Court to resolve the disagreement. If Plaintiffs do not (1) submit the Defendant's affidavit to the court or (2) notify the Defendant of their disagreement with the affidavit on or before the 90th Day after receiving the affidavit, the Defendant may submit a motion to the Court for termination which Plaintiffs may oppose. If Stone Container petitions the Court to resolve a dispute with Plaintiffs over termination or if Stone Container submits a motion for termination to the Court, Stone Container shall bear the burden of proving that it has complied with the provisions of this Consent Decree referenced in Paragraph 73 in such proceedings.

So entered in accordance with the foregoing this 4th day of November, 2004.


United States District Court Judge
Eastern District of Virginia
Richmond Division

FOR PLAINTIFF, UNITED STATES OF AMERICA:



THOMAS L. SANSONETTI
Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice

8.23.04

Date

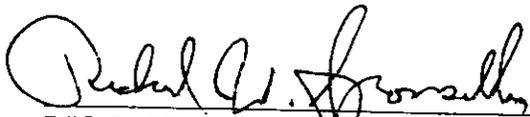


DONNA D. DUER
Environmental Enforcement Section
U.S. Department of Justice
P.O. Box 7611
Ben Franklin Station
Washington, DC 20044
(202) 514-3475 (telephone)
(202) 616-6583 (telefax)
donna.duer@usdoj.gov

August 26, 2004

Date

PAUL J. MCNULTY
United States Attorney
Eastern District of Virginia



RICHARD W. SPENSSELLER (VSB 39402)
Assistant United States Attorney
2100 Jamieson Avenue
Alexandria, VA 22314
Telephone: (703) 299-3700

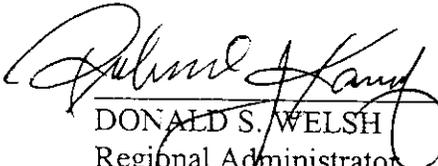
FOR U.S. ENVIRONMENTAL PROTECTION AGENCY:



THOMAS V. SKINNER
Acting Assistant Administrator
Office of Enforcement and Compliance
Assurance
U.S. Environmental Protection Agency
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, DC 20460

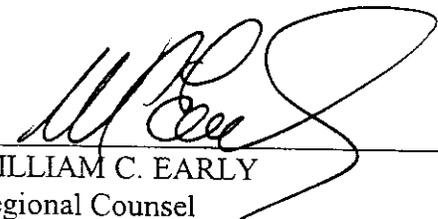
Date: 8.31.04

FOR U.S. ENVIRONMENTAL PROTECTION AGENCY:



DONALD S. WELSH
Regional Administrator
U.S. EPA Region III
1650 Arch Street
Philadelphia, PA 19103

Date: 8/10/04



WILLIAM C. EARLY
Regional Counsel
U.S. EPA Region III
1650 Arch Street
Philadelphia, PA 19103

Date: 8/5/04



DONNA L. MASTRO
Senior Assistant Regional Counsel
U.S. EPA Region III
1650 Arch Street
Philadelphia, PA 10103

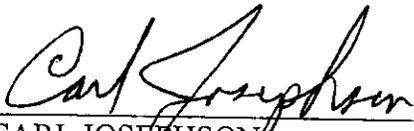
Date: August 2, 2004

FOR PLAINTIFF-INTERVENOR VDEQ:



ROBERT G. BURNLEY
Director
Department of Environmental Quality
P. O. Box 10009
Richmond, Virginia 223240-0009

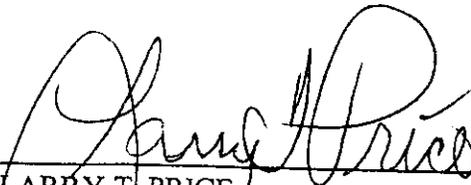
Date: 9/7/04



CARL JOSEPHSON
Senior Assistant Attorney General
Office of the Attorney General
900 E. Main Street
Richmond, Virginia 23219
804-225-4004

Date: 9/7/04

FOR DEFENDANT STONE CONTAINER CORPORATION

By: 
LARRY T. PRICE
General Manager
Stone Container Corporation
19th and Main Streets
West Point, Virginia 23181

Date: _____