

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT

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UNITED STATES OF AMERICA	:	
and STATE OF CONNECTICUT,	:	
	:	
Plaintiffs,	:	
	:	Civil No. 3:08cv1509 (SRU)
v.	:	
	:	Civil No. 3:08cv1504 (WWE)
AMERICAN HOECHST CORP., et al.,	:	
	:	
Defendants.	:	
-----	X	

**CONSENT DECREE
REGARDING SOLVENTS RECOVERY SERVICE
OF NEW ENGLAND, INC. SUPERFUND SITE**

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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 Sections 106 and 107 of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §§ 9606, 9607.

B. The United States in its complaint seeks, inter alia: (1) reimbursement of costs incurred by EPA and the Department of Justice for response actions at the Solvents Recovery Service of New England, Inc. Superfund Site in Southington, Connecticut (the "Site"), together with accrued interest; and (2) performance of studies and response work by the defendants at the Site consistent with the National Contingency Plan, 40 C.F.R. Part 300 (as amended) ("NCP").

C. In accordance with the NCP and Section 121(f)(1)(F) of CERCLA, 42 U.S.C. § 9621(f)(1)(F), EPA notified the State of Connecticut (the "State") on March 28, 2006, of negotiations with potentially responsible parties regarding the implementation of the remedial design and remedial action for the Site, and EPA has provided the State with an opportunity to participate in such negotiations and be a party to this Consent Decree.

D. The State has also filed a complaint against the defendants and the United States in this Court alleging that the defendants are liable to the State under Section 107 of CERCLA, 42 U.S.C. § 9607, and Conn. Gen. Stats. § 22a-451, for recovery of the response costs incurred by the State and for the recovery of the costs and expenses to be incurred by the State in investigating, containing, removing, monitoring, or mitigating pollution and contamination allegedly caused by the defendants.

E. In accordance with Section 122(j)(1) of CERCLA, 42 U.S.C. § 9622(j)(1), EPA notified the United States Department of Interior and the United States National Oceanographic and Atmospheric Agency, and the State of Connecticut Department of Environmental Protection, by letter dated March 28, 2006, of negotiations with potentially responsible parties regarding the release of hazardous substances that may have resulted in injury to the natural resources under State and Federal trusteeship and encouraged the trustees to participate in the negotiation of this Consent Decree.

F. The defendants that have entered into this Consent Decree ("Settling Defendants") do not admit any liability to the Plaintiffs or any matter of fact or law relating to the Site or arising out of the transactions or occurrences alleged in the complaints, nor do they acknowledge that the release or threatened release of hazardous substance(s) at or from the Site constitutes an imminent or substantial endangerment to the public health or welfare or the environment.

G. Pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, EPA placed the Site on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on September 8, 1983, 48 Fed. Reg. 40658.

H. In response to a release or a substantial threat of a release of hazardous substances at or from the Site, EPA commenced the Remedial Investigation and Feasibility Study ("RI/FS") for the Site, pursuant to 40 C.F.R. § 300.430, in 1990. In 1994, EPA issued a Remedial Investigation ("RI") Report.

I. In 1997, EPA and certain Settling Defendants and others entered into an Administrative Order by Consent ("Consent Order"), pursuant to which the Settling Defendants agreed to perform the remainder of the RI/FS, as well as other response activities at the Site. Pursuant to the Consent Order, the Settling Defendants completed a Supplemental RI in 1998, and a Feasibility Study ("FS") Report in May 2005.

J. Pursuant to Section 117 of CERCLA, 42 U.S.C. § 9617, EPA published notice of the completion of the RI/FS and of the proposed plan for remedial action on June 10, 2005, in a major local newspaper of general circulation. EPA provided an opportunity for written and oral comments from the public on the proposed plan for remedial action. A copy of the transcript of the public meeting is available to the public as part of the administrative record upon which EPA based the selection of the response action.

K. The decision by EPA on the remedial action to be implemented at the Site is embodied in a final Record of Decision ("ROD"), executed on September 30, 2005. The ROD includes a responsiveness summary to the public comments. Notice of the final plan was published in accordance with Section 117(b) of CERCLA.

L. Based on the information presently available to EPA and the State, EPA and the State believe that the Work will be properly and promptly conducted by the Settling Defendants consistent with the requirements of the National Contingency Plan if conducted in accordance with the requirements of this Consent Decree and its appendices.

M. Solely for the purposes of Section 113(j) of CERCLA, the Remedial Action selected by the ROD and the Work to be performed by the Settling Defendants shall constitute a response action taken or ordered by the President.

N. 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 implementation of this Consent Decree will expedite the cleanup of the Site and will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, it is hereby 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, 1367 and 1345, and 42 U.S.C. §§ 9606, 9607, and 9613(b). This Court also has personal jurisdiction over the Settling Defendants. Solely for the purposes of this Consent Decree and the underlying complaints, Settling Defendants waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District. Settling Defendants 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 applies to and is binding upon the United States and the State and upon Settling Defendants and their heirs, successors and assigns. Any change in ownership or corporate status of a Settling Defendant including, but not limited to, any transfer

of assets or real or personal property, shall in no way alter such Settling Defendant's responsibilities under this Consent Decree.

3. Settling Defendants shall provide a copy of this Consent Decree to each contractor hired to perform the Work (as defined below) required by this Consent Decree and to each person representing any Settling Defendant with respect to the Site or the Work and shall condition all contracts entered into hereunder upon performance of the Work in conformity with the terms of this Consent Decree. Settling Defendants or their contractors shall provide written notice of the Consent Decree to all subcontractors hired to perform any portion of the Work required by this Consent Decree. Settling Defendants shall nonetheless be responsible for ensuring that their contractors and subcontractors perform the Work contemplated herein in accordance with this Consent Decree. With regard to the activities undertaken pursuant to this Consent Decree, each contractor and subcontractor shall be deemed to be in a contractual relationship with the Settling Defendants within the meaning of Section 107(b)(3) of CERCLA, 42 U.S.C. § 9607(b)(3).

IV. DEFINITIONS

4. Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply:

"2008 SRS *De Minimis* Settlement" shall mean the "Consent Decree Regarding Solvents Recovery Service of New England, Inc. Superfund Site 2008 *De Minimis* Settlement" to be filed with the United States District Court for the District of Connecticut.

"Boll Consent Decree" shall mean the Consent Decree entered by the United States District Court for the District of Connecticut in the cases of United States of America, Town of Southington Board of Water Commissioners and Connecticut Fund for the Environment v. Solvents Recovery Service of New England, Inc., Civil Action No. H-79-704 (JAC) and United States of America v. Solvents Recovery Service of New England, Inc., SRS, Inc., Carlton H. Boll, and Connecticut Department of Environmental Protection, Civil Action No. H-90-598 (JAC).

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

"Consent Decree" shall mean this Decree and all appendices attached hereto (listed in Section XXIX). In the event of conflict between this Decree and any appendix, this Decree shall control.

"Consent Orders" shall mean the following orders issued in the administrative proceeding referred to as In the Matter of Solvents Recovery Service of New England, Inc. Superfund Site: (i) the Administrative Order on Consent for Removal Action, U.S. EPA Region I CERCLA Docket No. I-94-1045, effective October 4, 1994; and (ii) the Administrative Order on Consent for Removal Action and Remedial Investigation/Feasibility Study, U.S. EPA Region I CERCLA Docket No. I-97-1000, effective February 18, 1997 (superseding Administrative Order on Consent for Removal Action and Remedial Investigation/Feasibility Study, U.S. EPA Region I CERCLA Docket No. I-96-1036).

“CTDEP” shall mean the Connecticut Department of Environmental Protection, which operates under the direction of the Commissioner of Environmental Protection as provided in Conn. Gen. Stat. § 22a-2 and pursuant to the powers enumerated in Conn. Gen. Stat. § 22a-6, and any successor departments or agencies of the State.

“Day” shall mean a calendar day unless expressly stated to be a working day. “Working day” shall mean a day other than a Saturday, Sunday, or Federal holiday. 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.

“DOI” shall mean the United States Department of the Interior and any successor departments, agencies or instrumentalities of the United States.

“Effective Date” shall be the effective date of this Consent Decree as provided in Paragraph 124.

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

“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.

“National Contingency Plan” or “NCP” shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

“Natural Resources” shall mean “natural resources” as that term is defined in Section 101(16) of CERCLA, 42 U.S.C. § 9601(16).

“Natural Resource Damages” shall mean damages for injury to, destruction of, or loss of natural resources relating to the Site, including the reasonable cost of assessing such damages, as provided in Section 107(a)(4)(C) of CERCLA, 42 U.S.C. § 9607(a)(4)(C), and, for purposes of the State’s claim for Natural Resource Damages, as provided in Conn. Gen. Stat. §§ 22a-6a and 22a-14 through 22a-20, inclusive.

“NR Trustees” shall mean the designated federal and state officials who may act on behalf of the public as trustees for the Natural Resources regarding the Site, namely the National Oceanic and Atmospheric Administration and DOI represented by the Fish and Wildlife Service as the federal Trustees for Natural Resources regarding the Site, and the Commissioner of CTDEP as the State trustee for Natural Resources.

“Operation and Maintenance” or “O & M” shall mean all activities required to maintain the effectiveness of the Remedial Action as required under the Operation and Maintenance Plan approved or developed by EPA pursuant to this Consent Decree and the Statement of Work (SOW).

“Paragraph” shall mean a portion of this Consent Decree identified by an arabic numeral or an upper case letter.

“Parties” shall mean the United States, the State of Connecticut, and the Settling Defendants.

“Past Response Costs” shall mean all costs, including, but not limited to, direct and indirect costs, that the United States paid at or in connection with the Site through the date of lodging of the Consent Decree, plus Interest on all such costs which has accrued pursuant to 42 U.S.C. § 9607(a) through such date.

“Performance Standards” shall mean the cleanup standards and other measures of achievement of the goals of the Remedial Action, set forth in Section L of the ROD and Section IV. of the SOW.

“Plaintiffs” shall mean the United States and the State of Connecticut.

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

“Record of Decision” or “ROD” shall mean the EPA Record of Decision relating to the Site signed on September 30, 2005, by the Director, Office of Site Remediation and Restoration, EPA Region 1, and all attachments thereto. The ROD is attached as Appendix A.

“Remedial Action” shall mean those activities, except for Operation and Maintenance, to be undertaken by the Settling Defendants to implement the ROD, in accordance with the SOW and the final Remedial Design and Remedial Action Work Plans and other plans approved by EPA.

“Remedial Action Work Plan” shall mean the document developed pursuant to Paragraph 12 and approved by EPA, and any amendments thereto.

“Remedial Design” shall mean those activities to be undertaken by the Settling Defendants to develop the final plans and specifications for the Remedial Action pursuant to the Remedial Design Work Plan.

“Remedial Design Work Plan” shall mean the document developed pursuant to Paragraph 11 and approved by EPA, and any amendments thereto.

“Section” shall mean a portion of this Consent Decree identified by a Roman numeral.

“Settling Defendants” shall mean those Parties identified in Appendix D.

“Site” shall mean the Solvents Recovery Service of New England Superfund Site, encompassing approximately 45 acres, located on Lazy Lane in Southington, CT, including the aerial extent of contamination resulting from operations of the former Solvents Recovery Service of New England facility, and depicted generally on the map attached as Appendix C.

“State” shall mean the State of Connecticut.

“State Future Response Costs” shall mean all costs, including but not limited to direct and indirect costs, that the State incurs after the date of lodging of the Consent Decree pursuant to the provisions of this Consent Decree other than those costs specifically included in the definition of State Oversight Costs. State Future Response Costs shall include but not be limited to costs incurred to enforce the Consent Decree (including dispute resolution); costs incurred pursuant to Sections VII (Remedy Review), IX (Access and Institutional Controls) (including the cost of

attorney time and monies paid to secure access and/or to secure or implement institutional controls, including the amount of just compensation), XV (Emergency Response), and Paragraph 105 (Work Takeover) of Section XXII (Covenants Not to Sue by Plaintiffs); community relations costs; enforcement support costs; records management costs; and accrued interest at the rate established under Conn. Gen. Stat. 37-3a. State Future Response Costs shall not include State Oversight Costs.

“State Oversight Costs” shall mean all costs, including but not limited to direct and indirect costs, that the State and its representatives (including contractors) incur after the date of lodging of the Consent Decree in conducting the following activities: reviewing, discussing, commenting on and attending meetings related to plans, proposals, studies, reports or other items related to the Work; verifying the Work; and overseeing Settling Defendants’ implementation of the Work and compliance with the Consent Decree relating to the Work. State Oversight Costs shall include, but not be limited to, payroll costs, costs incurred by the State and its representatives (including contractors) under or in connection with a contract or arrangement for technical assistance in overseeing and reviewing the conduct of activities required under the Consent Decree, travel costs, laboratory costs, technical support costs, interagency and intergovernmental agreement costs, and data management costs, insofar as such costs are incurred for activities listed in the first sentence of this definition.

“Statement of Work” or “SOW” shall mean the statement of work for implementation of the Remedial Design, Remedial Action, and Operation and Maintenance at the Site, as set forth in Appendix B to this Consent Decree and any modifications made in accordance with this Consent Decree.

“Supervising Contractor” shall mean the principal contractor retained by the Settling Defendants to supervise and direct the implementation of the Work under this Consent Decree.

“Town Well Field” shall mean the Town of Southington, Connecticut’s Curtiss Street Well Field situated southerly of the Site, as shown on Figure 1 of the ROD, including the Town of Southington Production Wells No. 4 and No. 6 or any future production wells.

“United States” shall mean the United States of America, including all of its departments, agencies, and instrumentalities, which includes without limitation EPA and any federal natural resources trustee.

“U.S. Future Response Costs” shall mean all costs, including but not limited to direct and indirect costs, that the United States incurs after the date of lodging of the Consent Decree pursuant to the provisions of this Consent Decree other than those costs specifically included in the definition of U.S. Oversight Costs. U.S. Future Response Costs shall include but not be limited to costs incurred to enforce the Consent Decree (including dispute resolution); costs incurred pursuant to Sections VII (Remedy Review), IX (Access and Institutional Controls) (including the cost of attorney time and monies paid to secure access and/or to secure or implement institutional controls, including the amount of just compensation), XV (Emergency Response), and Paragraph 105 (Work Takeover) of Section XXII (Covenants Not to Sue by Plaintiffs); community relations costs; enforcement support costs; records management costs; ATSDR costs other than those specifically included as U.S. Oversight Costs; and accrued Interest. U.S. Future Response Costs shall not include U.S. Oversight Costs.

“U.S. Oversight Costs” shall mean all costs, including but not limited to direct and indirect costs, that EPA and its representatives (including contractors) incur after the date of lodging of the Consent Decree in conducting the following activities: reviewing, discussing, commenting on and attending meetings related to plans, proposals, studies, reports or other items related to the Work; verifying the Work; and overseeing Settling Defendants’ implementation of the Work and compliance with the Consent Decree relating to the Work. US. Oversight Costs shall include, but not be limited to, payroll costs, costs incurred by EPA and its representatives (including contractors) under or in connection with a contract or arrangement for technical assistance in overseeing and reviewing the conduct of activities required under the Consent Decree, travel costs, laboratory costs, technical support costs, interagency and intergovernmental agreement costs (including ATSDR costs), costs under a cooperative agreement with the State, and data management costs, insofar as such costs are incurred for activities listed in the first sentence of this definition.

“Waste Material” shall mean (1) any “hazardous substance” under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (2) any pollutant or contaminant under Section 101(33), 42 U.S.C. § 9601(33); (3) any “solid waste” under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27); (4) any “hazardous waste” under Sections 22a-449(c)-100 through 22a-449(c)-110 and Section 22a-449(c)-11 of the Regulations of Connecticut State Agencies and Conn. Gen. Stat. § 22a-115.

“Work” shall mean all activities Settling Defendants are required to perform under this Consent Decree, except those required by Section XXV (Retention of Records).

V. GENERAL PROVISIONS

5. Objectives of the Parties. The objectives of the Parties in entering into this Consent Decree are to protect public health or welfare or the environment at the Site by the design and implementation of response actions at the Site by the Settling Defendants, to reimburse response costs of the Plaintiffs, and to resolve the claims of Plaintiffs against Settling Defendants as provided in this Consent Decree.

6. Commitments by Settling Defendants.

a. Settling Defendants shall finance and perform the Work in accordance with this Consent Decree, the ROD, the SOW, and all work plans and other plans, standards, specifications, and schedules set forth herein or developed by Settling Defendants and approved by EPA pursuant to this Consent Decree. Settling Defendants shall also reimburse the United States and the State for Past Response Costs, U.S. and State Future Response Costs and/or U.S. and State Oversight Costs as provided in this Consent Decree.

b. The obligations of Settling Defendants to finance and perform the Work and to pay amounts owed the United States and the State under this Consent Decree are joint and several. In the event of the insolvency or other failure of any one or more Settling Defendants to implement the requirements of this Consent Decree, the remaining Settling Defendants shall complete all such requirements.

7. Compliance With Applicable Law. All activities undertaken by Settling Defendants pursuant to this Consent Decree shall be performed in accordance with the requirements of all applicable federal and state laws and regulations. Settling Defendants must

also comply with all applicable or relevant and appropriate requirements of all Federal and state environmental laws as set forth in the ROD and the SOW ("ARARs"). The activities conducted pursuant to this Consent Decree, if approved by EPA, shall be considered to be consistent with the NCP.

8. Permits.

a. As provided in Section 121(e) of CERCLA and Section 300.400(e) of the NCP, no permit shall be required for any portion of the Work conducted entirely on-site (i.e., within the areal extent of contamination or in very close proximity to the contamination and necessary for implementation of the Work). Where any portion of the Work that is not on-site requires a federal or state permit or approval, Settling Defendants shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals.

b. The Settling Defendants may seek relief under the provisions of Section XVIII (Force Majeure) for any delay in the performance of the Work resulting from a failure to obtain, or a delay in obtaining, any permit required for the Work.

c. This Consent Decree is not, and shall not be construed to be, a permit issued pursuant to any federal or state statute or regulation.

VI. PERFORMANCE OF THE WORK BY SETTling DEFENDANTS

9. The Settling Defendants shall perform the Work for the Site as described in this Consent Decree; in the ROD attached as Appendix A; in the SOW (which the Parties agree is consistent with the ROD) attached as Appendix B; and any modifications thereto. The ROD, the SOW, and all modifications to the SOW, are hereby incorporated by reference and made a part of this Decree. The Work shall be performed in accordance with all the provisions of this Decree, the SOW, any modifications to the SOW, and all design specifications or other plans or schedules attached to or approved pursuant to the SOW.

10. Selection of Supervising Contractor.

a. All aspects of the Work to be performed by Settling Defendants pursuant to Sections VI (Performance of the Work by Settling Defendants), VII (Remedy Review), VIII (Quality Assurance, Sampling and Data Analysis), and XV (Emergency Response) shall be under the direction and supervision of the Supervising Contractor, the selection of which shall be subject to disapproval by EPA, after a reasonable opportunity for review and comment by the State. Within ten days after the lodging of this Consent Decree, Settling Defendants shall notify EPA and the State in writing of the name, title, and qualifications of any contractor proposed to be the Supervising Contractor. With respect to any contractor proposed to be Supervising Contractor, Settling Defendants shall demonstrate that the proposed contractor has a quality system that complies with ANSI/ASQC E4-1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs," (American National Standard, January 5, 1995), by submitting a copy of the proposed contractor's Quality Management Plan (QMP). The QMP should be prepared in accordance with "EPA Requirements for Quality Management Plans (QA/R-2)" (EPA/240/B-01/002, March 2001) or equivalent documentation as determined by EPA. EPA will issue a notice of disapproval or an authorization to proceed. If at any time thereafter, Settling Defendants propose to change a Supervising Contractor, Settling Defendants shall give such notice to EPA and the

State and must obtain an authorization to proceed from EPA, after a reasonable opportunity for review and comment by the State, before the new Supervising Contractor performs, directs, or supervises any Work under this Consent Decree.

b. If EPA disapproves a proposed Supervising Contractor, EPA will notify Settling Defendants in writing. Settling Defendants shall submit to EPA and the State a list of contractors, including the qualifications of each contractor, that would be acceptable to them within 30 days of receipt of EPA's disapproval of the contractor previously proposed. EPA will provide written notice of the names of any contractor(s) that it disapproves and an authorization to proceed with respect to any of the other contractors. Settling Defendants may select any contractor from that list that is not disapproved and shall notify EPA and the State of the name of the contractor selected within 21 days of EPA's authorization to proceed.

c. If EPA fails to provide written notice of its authorization to proceed or disapproval as provided in this Paragraph and this failure prevents the Settling Defendants from meeting one or more deadlines in a plan approved by the EPA pursuant to this Consent Decree, Settling Defendants may seek relief under the provisions of Section XVIII (Force Majeure) hereof.

11. Remedial Design.

a. Consistent with the deadlines provided in the SOW, Settling Defendants shall submit to EPA and the State the deliverables required as part of the Remedial Design, as set forth in Section V of the SOW, including, but not limited to, a work plan for the design of the Remedial Action at the Site ("Remedial Design Work Plan" or "RD Work Plan"). The Remedial Design Work Plan shall provide for design of the remedy set forth in the ROD, in accordance with the SOW and for achievement of the Performance Standards and other requirements set forth in the ROD, this Consent Decree and/or the SOW. Upon its approval by EPA, the Remedial Design Work Plan shall be incorporated into and become enforceable under this Consent Decree. Consistent with the deadlines provided in the SOW, the Settling Defendants shall submit to EPA and the State a Health and Safety Plan for field design activities which conforms to the applicable Occupational Safety and Health Administration and EPA requirements including, but not limited to, 29 C.F.R. § 1910.120.

b. Upon approval of the Remedial Design Work Plan by EPA, after a reasonable opportunity for review and comment by the State, and submittal of the Health and Safety Plan for all field activities to EPA and the State, Settling Defendants shall implement the Remedial Design Work Plan. The Settling Defendants shall submit to EPA and the State all plans, submittals and other deliverables required under the approved Remedial Design Work Plan in accordance with the approved schedule for review and approval pursuant to Section XI (EPA Approval of Plans and Other Submissions). Unless otherwise directed by EPA, Settling Defendants shall not commence further Remedial Design activities at the Site prior to approval of the Remedial Design Work Plan. Upon approval by EPA of the other Remedial Design deliverables required under the SOW, Settling Defendants shall implement the activities required by such deliverables.

12. Remedial Action.

a. Consistent with the deadlines provided in the SOW, Settling Defendants shall submit to EPA and the State the deliverables required as part of the Remedial Design, as set forth in Section VI of the SOW, including, but not limited to, a work plan for the performance of the Remedial Action at the Site ("Remedial Action Work Plan"). The Remedial Action Work Plan shall provide for construction and implementation of the remedy set forth in the ROD and achievement of the Performance Standards, in accordance with this Consent Decree, the ROD, the SOW, and the design plans and specifications developed in accordance with the Remedial Design Work Plan and approved by EPA. Upon its approval by EPA, the Remedial Action Work Plan shall be incorporated into and become enforceable under this Consent Decree. At the same time as they submit the Remedial Action Work Plan, Settling Defendants shall submit to EPA and the State a Health and Safety Plan for field activities required by the Remedial Action Work Plan which conforms to the applicable Occupational Safety and Health Administration and EPA requirements including, but not limited to, 29 C.F.R. § 1910.120. The Settling Defendants shall submit to EPA for approval all other Remedial Action plans, submittals and deliverables described in the SOW, in accordance with the schedule set forth in the SOW and the approved Remedial Action Work Plan.

b. Upon approval of the Remedial Action Work Plan by EPA, after a reasonable opportunity for review and comment by the State, Settling Defendants shall implement the activities required under the Remedial Action Work Plan. The Settling Defendants shall submit to EPA and the State all plans, submittals, or other deliverables required under the approved Remedial Action Work Plan in accordance with the approved schedule for review and approval pursuant to Section XI (EPA Approval of Plans and Other Submissions). Unless otherwise directed by EPA, Settling Defendants shall not commence physical Remedial Action activities at the Site prior to approval of the Remedial Action Work Plan. Upon approval by EPA of the other Remedial Action deliverables required under the SOW, Settling Defendants shall implement the activities required by such deliverables.

13. The Settling Defendants shall continue to implement the Remedial Action and O & M until the Performance Standards are achieved and for so long thereafter as is otherwise required under this Consent Decree.

14. Modification of the SOW or Related Work Plans.

a. If EPA determines that modification to the work specified in the SOW and/or in work plans developed pursuant to the SOW is necessary to achieve and maintain the Performance Standards or to carry out and maintain the effectiveness of the remedy set forth in the ROD, EPA shall notify the Settling Defendants in writing and may require that such modification be incorporated in the SOW and/or such work plans, provided, however, that a modification may only be required pursuant to this Paragraph to the extent that it is consistent with the scope of the remedy selected in the ROD. EPA will confer with the Settling Defendants prior to requiring a modification of the SOW or of the work plans developed pursuant thereto.

b. For the purposes of this Paragraph 14 and Paragraphs 54 and 55 only, the "scope of the remedy selected in the ROD" shall mean the actions described in Section L of the ROD, including, but not limited to, the following: (1) in-situ thermal treatment of contaminants in a specified area of the Site; (2) excavation, consolidation and installation of a cap overlying

contaminated soil and contaminated wetland soil, unless EPA determines that contaminated soils should be excavated and disposed of off site due to PCB contamination exceeding TSCA levels; (3) capture and on-site treatment of contaminated groundwater; (4) monitored natural attenuation of non-aqueous phase liquids ("NAPL") in bedrock and of contaminated groundwater that is not being captured and treated; (5) environmental and compliance monitoring; (6) implementation of institutional controls; and (7) maintenance of the cap over the long term, all as described in Section III of the SOW.

c. If Settling Defendants object to any modification determined by EPA to be necessary pursuant to this Paragraph, they may seek dispute resolution pursuant to Section XIX (Dispute Resolution), Paragraph 77 (Record Review). The SOW and/or related work plans shall be modified in accordance with final resolution of the dispute.

d. Settling Defendants shall implement any work required by any modifications incorporated in the SOW and/or in work plans developed pursuant to the SOW in accordance with this Paragraph.

e. Nothing in this Paragraph shall be construed to limit EPA's authority to require performance of further response actions as otherwise provided in this Consent Decree.

15. Settling Defendants acknowledge and agree that nothing in this Consent Decree, the SOW, or the Remedial Design or Remedial Action Work Plans constitutes a warranty or representation of any kind by Plaintiffs that compliance with the work requirements set forth in the SOW and the Work Plans will achieve the Performance Standards.

16. a. Settling Defendants shall, prior to any off-Site shipment of Waste Material from the Site to an out-of-state waste management facility, provide written notification to the appropriate state environmental official in the receiving facility's state and to the EPA Project Coordinator of such shipment of Waste Material. However, this notification requirement shall not apply to any off-Site shipments when the total volume of all such shipments will not exceed 10 cubic yards.

(1) The Settling Defendants shall include in the written notification the following information, where available: (1) the name and location of the facility to which the Waste Material is to be shipped; (2) the type and quantity of the Waste Material to be shipped; (3) the expected schedule for the shipment of the Waste Material; and (4) the method of transportation. The Settling Defendants shall notify the state in which the planned receiving facility is located of major changes in the shipment plan, such as a decision to ship the Waste Material to another facility within the same state, or to a facility in another state.

(2) The identity of the receiving facility and state will be determined by the Settling Defendants following the award of the contract for Remedial Action construction. The Settling Defendants shall provide the information required by Paragraph 16.a as soon as practicable after the award of the contract and before the Waste Material is actually shipped.

b. Before shipping any hazardous substances, pollutants, or contaminants from the Site to an off-site location, Settling Defendants shall obtain EPA's certification that the proposed receiving facility is operating in compliance with the requirements of CERCLA Section 121(d)(3) and 40 C.F.R. 300.440.

VII. REMEDY REVIEW

17. Periodic Review. Settling Defendants shall conduct any studies and investigations as requested by EPA, in order to permit EPA to conduct reviews of whether the Remedial Action is protective of human health and the environment at least every five years as required by Section 121(c) of CERCLA and any applicable regulations. EPA will confer with the Settling Defendants prior to requesting the performance of such studies and investigations.

18. EPA Selection of Further Response Actions. If EPA determines, at any time, that the Remedial Action is not protective of human health and the environment, EPA may select further response actions for the Site in accordance with the requirements of CERCLA and the NCP.

19. Opportunity To Comment. Settling Defendants and, if required by Sections 113(k)(2) or 117 of CERCLA, the public, will be provided with an opportunity to comment on any further response actions proposed by EPA as a result of the review conducted pursuant to Section 121(c) of CERCLA and to submit written comments for the record during the comment period.

20. Settling Defendants' Obligation To Perform Further Response Actions. If EPA selects further response actions for the Site, the Settling Defendants shall undertake such further response actions to the extent that the reopener conditions in Paragraph 95 or Paragraph 96 (United States' reservations of liability based on unknown conditions or new information) are satisfied. Settling Defendants may invoke the procedures set forth in Section XIX (Dispute Resolution) to dispute (1) EPA's determination that the reopener conditions of Paragraph 95 or Paragraph 96 of Section XXI (Covenants Not to Sue by Plaintiffs) are satisfied, (2) EPA's determination that the Remedial Action is not protective of human health and the environment, or (3) EPA's selection of the further response actions. Disputes pertaining to the whether the Remedial Action is protective or to EPA's selection of further response actions shall be resolved pursuant to Paragraph 77 (Record Review).

21. Submissions of Plans. If Settling Defendants are required to perform the further response actions pursuant to Paragraph 20, they shall submit a plan for such work to EPA for approval in accordance with the procedures set forth in Section VI (Performance of the Work by Settling Defendants) and shall implement the plan approved by EPA in accordance with the provisions of this Decree.

VIII. QUALITY ASSURANCE, SAMPLING, AND DATA ANALYSIS

22. Settling Defendants shall use quality assurance, quality control, and chain of custody procedures for all samples in accordance with "EPA Requirements for Quality Assurance Plans (QA/R5)" (EPA/240/B-01/003, March 2001) "Guidance for Quality Assurance Project Plans (QA/G-5)" (EPA/240/R-02/009, December 2002), "EPA New England Quality Assurance Project Plan Program Guidance," April 2005, and subsequent amendments to such guidelines upon notification by EPA to Settling Defendants of such amendment. Amended guidelines shall apply only to procedures conducted after such notification. Prior to the commencement of any sampling or monitoring project under this Consent Decree, Settling Defendants shall submit to EPA for approval, after a reasonable opportunity for review and comment by the State, a Sampling and Analysis Plan ("SAP"), which includes, among other

things, a Quality Assurance Project Plan ("QAPP") that is consistent with the SOW, the NCP and applicable guidance documents. If relevant to the proceeding, the Parties agree that validated sampling data generated in accordance with the QAPP(s) and reviewed and approved by EPA shall be admissible as evidence, without objection, in any proceeding under this Decree. Settling Defendants shall ensure that EPA and State personnel and their authorized representatives are allowed access at reasonable times to all laboratories utilized by Settling Defendants in implementing this Consent Decree. In addition, Settling Defendants shall ensure that such laboratories shall analyze all samples submitted by EPA pursuant to the QAPP for quality assurance monitoring. Settling Defendants shall ensure that the laboratories they utilize for the analysis of samples taken pursuant to this Decree perform all analyses according to accepted EPA methods. Accepted EPA methods consist of those methods which are documented in the "Contract Lab Program Statement of Work for Organic Analysis" (Multi-Media, Multi-Concentration Organics Analysis, SOMO1.1, which can be found at <http://www.epa.gov/superfund/programs/clp/som1.htm>) and the "Contract Lab Program Statement of Work for Inorganic Analysis," (Multi-Media, Multi-Concentration Inorganic Analysis, ILM05.3, which can be found at <http://www.epa.gov/superfund/programs/clp/ilm5.htm>), and any amendments made thereto during the course of the implementation of this Decree; however, upon approval by EPA, after opportunity for review and comment by the State, the Settling Defendants may use other analytical methods which are as stringent as or more stringent than the CLP-approved methods. Settling Defendants shall ensure that all laboratories they use for analysis of samples taken pursuant to this Consent Decree participate in an EPA or EPA-equivalent QA/QC program. Settling Defendants shall only use laboratories that have a documented Quality System which complies with ANSI/ASQ E4-2004, "Quality Systems for Environmental Data and Technology Programs: Requirements with Guidance for Use," and "EPA Requirements for Quality Management Plans (QA/R-2)," (EPA/240/B-01/002, March 2001) or equivalent documentation as determined by EPA. EPA may consider laboratories accredited under the National Environmental Laboratory Accreditation Program (NELAP) as meeting the Quality System requirements. Settling Defendants shall contractually require that all field methodologies utilized in collecting samples for subsequent analysis pursuant to this Decree will be conducted in accordance with the procedures set forth in the QAPP approved by EPA.

23. Upon request, the Settling Defendants shall allow split or duplicate samples to be taken by EPA and the State or their authorized representatives. Settling Defendants shall notify EPA and the State not less than 28 days in advance of any sample collection activity unless shorter notice is agreed to by EPA. Routine sampling for operation and maintenance and demonstrating compliance with the performance standards for the hydraulic containment and treatment system are not subject to this notification requirement. In addition, EPA and the State shall have the right to take any additional samples that EPA or the State deem necessary. Upon request, EPA and the State shall allow the Settling Defendants to take split or duplicate samples of any samples they take as part of the Plaintiffs' oversight of the Settling Defendants' implementation of the Work, and shall provide the Settling Defendants copies of all sampling data.

24. Settling Defendants shall submit three hard copies and one electronic copy to EPA and two hard copies and one electronic copy to the State, and such additional copies as requested by EPA and the State, of the results of all sampling and/or tests or other data obtained

or generated by or on behalf of Settling Defendants with respect to the Site and/or the implementation of this Consent Decree, unless EPA specifies or the approved QAAP provides for another number of copies.

25. Notwithstanding any provision of this Consent Decree, the United States and the State hereby retain all of their information gathering and inspection authorities and rights, including enforcement actions related thereto, under CERCLA, RCRA and any other applicable statutes or regulations.

IX. ACCESS AND INSTITUTIONAL CONTROLS

26. Pursuant to the Boll Consent Decree, EPA, the State, and “any person who performs any selected response action pursuant to a . . . judicial order” has an easement for access at all reasonable times to the portion of the Site property defined as the Southington and Lazy Lane Properties under the terms of the Boll Consent Decree (“Southington and Lazy Lane Properties”). Pursuant to the Boll Consent Decree, therefore, the Settling Defendants have been granted an easement for access to the Southington and Lazy Lane Properties, consistent with the requirements of Paragraphs 27 and 28. In addition, pursuant to the Boll Consent Decree, no use of any kind is permitted on the Southington and Lazy Lane Properties, except for uses associated with response actions. A Notice of Covenants, Easements and Restrictions, as described in the Boll Consent Decree, has been recorded with the Town Clerk, Town of Southington, County of Hartford, State of Connecticut, on both the Southington and Lazy Lane Properties. To the extent that any portion of the Site property defined as the Southington and Lazy Lane Properties is owned or controlled by the Settling Defendants, such Settling Defendants shall amend the Notice of Covenants, Easements and Restrictions, consistent with the requirements in Paragraph 27. To the extent that any portion of the Site property defined as the Southington and Lazy Lane Properties is owned or controlled by persons other than any of the Settling Defendants, Settling Defendants shall use best efforts to secure from such persons an amendment to the Notice of Covenants, Easements and Restrictions, consistent with the requirements in Paragraph 28.

27. Consistent with the requirements of Paragraph 26, if the Site, or any other property where access and/or land/water use restrictions are needed to implement this Consent Decree, is owned or controlled by any of the Settling Defendants, such Settling Defendants shall:

a. commencing on the date of lodging of this Consent Decree, provide the United States, the State, and their representatives, including EPA and its contractors, with access at all reasonable times to the Site, or such other property, for the purpose of conducting any activity related to this Consent Decree including, but not limited to, the following activities:

- (1) Monitoring the Work;
- (2) Verifying any data or information submitted to the United States or the State;
- (3) Conducting investigations relating to contamination at or near the Site;
- (4) Obtaining samples;
- (5) Assessing the need for, planning, or implementing additional response actions at or near the Site;

(6) Assessing implementation of quality assurance and quality control practices as defined in the approved Quality Assurance Project Plans;

(7) Implementing the Work pursuant to the conditions set forth in Paragraph 105;

(8) Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Settling Defendants or their agents, consistent with Section XXIV (Access to Information);

(9) Assessing Settling Defendants' compliance with this Consent Decree; and

(10) Determining whether the Site or other property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted, by or pursuant to this Consent Decree.

b. commencing on the date of lodging of this Consent Decree, refrain from using the Site, or such other property, in any manner that would interfere with or adversely affect the implementation, integrity, or protectiveness of the remedial measures to be performed pursuant to this Consent Decree. Such restrictions include, but are not limited to, (1) prohibiting activities that could harm the capped areas of the Site; (2) prohibiting use of contaminated groundwater; (3) prohibiting activities that could result in exposure to contaminants in the subsurface soils and groundwater; and (4) ensuring that any new structures on the Site will be constructed to minimize potential risk of inhalation of contaminants.

c. execute and record with the Town Clerk, Town of Southington, County of Hartford, State of Connecticut, an easement, running with the land, that (i) grants a right of access for the purpose of conducting any activity related to this Consent Decree including, but not limited to, those activities listed in Paragraph 27.a, and (ii) grants the right to enforce the land/water use restrictions listed in Paragraph 27.b, or other restrictions that EPA determines are necessary to implement, ensure non-interference with, or ensure the protectiveness of the remedial measures to be performed pursuant to this Consent Decree. Such Settling Defendants shall grant the access rights and the rights to enforce the land/water use restrictions to (i) the United States, on behalf of EPA, and its representatives, (ii) the State and its representatives, (iii) the other Settling Defendants and their representatives, and/or (iv) other appropriate grantees. Such Settling Defendants shall, within 45 days of the Effective Date, submit to EPA for review and approval with respect to such property:

(1) A draft easement, in substantially the form attached hereto as Appendix E, that is enforceable under the laws of the State of Connecticut, and

(2) a current title insurance commitment or some other evidence of title acceptable to EPA, which shows title to the land described in the easement to be free and clear of all prior liens and encumbrances (except when those liens or encumbrances are approved by EPA or when, despite best efforts, Settling Defendants are unable to obtain release or subordination of such prior liens or encumbrances).

Within 15 days of EPA's approval and acceptance of the easement, such Settling Defendants shall update the title search and, if it is determined that nothing has occurred since the effective

date of the commitment to affect the title adversely, record the easement with the Town Clerk, Town of Southington, County of Hartford, State of Connecticut. Within 30 days of recording the easement, such Settling Defendants shall provide EPA with a final title insurance policy, or other final evidence of title acceptable to EPA, and a certified copy of the original recorded easement showing the clerk's recording stamps. If the easement is to be conveyed to the United States, the easement and title evidence (including final title evidence) shall be prepared in accordance with the U.S. Department of Justice Title Standards 2001, and approval of the sufficiency of title must be obtained as required by 40 U.S.C. § 3111.

28. Consistent with the requirements of Paragraph 26, if the Site, or any other property where access and/or land/water use restrictions are needed to implement this Consent Decree, is owned or controlled by persons other than any of the Settling Defendants, Settling Defendants shall use best efforts to secure from such persons:

a. an agreement to provide access thereto for Settling Defendants, as well as for the United States on behalf of EPA, and the State, as well as their representatives (including contractors), for the purpose of conducting any activity related to this Consent Decree including, but not limited to, those activities listed in Paragraph 27.a;

b. an agreement, enforceable by the Settling Defendants and the United States, to abide by the obligations and restrictions established by Paragraph 27.a, or that are otherwise necessary to implement, ensure non-interference with, or ensure the protectiveness of the remedial measures to be performed pursuant to this Consent Decree; and

c. the execution and recordation with the Town Clerk, Town of Southington, County of Hartford, State of Connecticut, of an easement, running with the land, that (i) grants a right of access for the purpose of conducting any activity related to this Consent Decree including, but not limited to, those activities listed in Paragraph 27.a, and (ii) grants the right to enforce the land/water use restrictions listed in Paragraph 27.b, or other restrictions that EPA determines are necessary to implement, ensure non-interference with, or ensure the protectiveness of the remedial measures to be performed pursuant to this Consent Decree. The access rights and/or rights to enforce land/water use restrictions shall be granted to (i) the United States, on behalf of EPA, and its representatives, (ii) the State and its representatives, (iii) the other Settling Defendants and their representatives, and/or (iv) other appropriate grantees. Within 45 days of the Effective Date, Settling Defendants shall submit to EPA for review and approval with respect to such property:

(1) A draft easement, in substantially the form attached hereto as Appendix E, that is enforceable under the laws of the State of Connecticut, and

(2) a current title insurance commitment or some other evidence of title acceptable to EPA, which shows title to the land described in the easement to be free and clear of all prior liens and encumbrances (except when those liens or encumbrances are approved by EPA or when, despite best efforts, Settling Defendants are unable to obtain release or subordination of such prior liens or encumbrances).

Within 15 days of EPA's approval and acceptance of the easement, such Settling Defendants shall update the title search and, if it is determined that nothing has occurred since the effective date of the commitment to affect the title adversely, record the easement with the Town Clerk,

Town of Southington, County of Hartford, State of Connecticut. Within 30 days of recording the easement, such Settling Defendants shall provide EPA with a final title insurance policy, or other final evidence of title acceptable to EPA, and a certified copy of the original recorded easement showing the clerk's recording stamps. If the easement is to be conveyed to the United States, the easement and title evidence (including final title evidence) shall be prepared in accordance with the U.S. Department of Justice Title Standards 2001, and approval of the sufficiency of title must be obtained as required by 40 U.S.C. § 3111.

29. For purposes of Paragraphs 27 and 28, "best efforts" includes the payment of reasonable sums of money in consideration of access, access easements, land/water use restrictions, restrictive easements, and/or an agreement to release or subordinate a prior lien or encumbrance. If (a) any access or land/water use restriction agreements required by Paragraphs 28.a or 28.b are not obtained within 45 days of the date of the Effective Date, (b) any access easements or restrictive easements required by Paragraph 28.c are not submitted to EPA in draft form within 45 days of the date of the Effective Date, or (c) Settling Defendants are unable to obtain an agreement pursuant to Paragraph 27.c(1) or Paragraph 28.c(1) from the holder of a prior lien or encumbrance to release or subordinate such lien or encumbrance to the easement being created pursuant to this consent decree within 45 days of the date of the Effective Date, Settling Defendants shall promptly notify the United States and the State in writing, and shall include in that notification a summary of the steps that Settling Defendants have taken to attempt to comply with Paragraph 27 or 28. The United States may, as it deems appropriate, assist Settling Defendants in obtaining access or land/water use restrictions, either in the form of contractual agreements or in the form of easements running with the land, or in obtaining the release or subordination of a prior lien or encumbrance. Settling Defendants shall reimburse the United States in accordance with the procedures in Section XVI (Reimbursement of Response Costs), for all costs incurred, direct or indirect, by the United States in obtaining such access, land/water use restrictions, and/or the release/subordination of prior liens or encumbrances including, but not limited to, the cost of attorney time and the amount of monetary consideration paid or just compensation. If Settling Defendants cannot obtain a release or subordination of the outstanding liens on account of unpaid taxes on the Southington and Lazy Lane Properties, the easement granted to Michael Maiellaro dated March 23, 1974 on the Southington Property ("Maiellaro Easement"), and/or the existing mortgage to Cianci Construction Co. on the Lazy Lane Property ("Cianci Mortgage"), then Settling Defendants shall seek a waiver from the State pursuant to Conn. Gen. Stat. § 22a-133o. Notwithstanding any other provision of this Section, Settling Defendants shall not be required to pay any sum(s) of money to obtain the release or subordination of the Maiellaro Easement, the outstanding liens on account of unpaid taxes on the Southington and Lazy Lane Properties and/or the Cianci Mortgage, or to reimburse the United States under Section XVI (Reimbursement of Response Costs) for costs incurred to release or subordinate such easement, liens or mortgage.

30. If EPA determines that land/water use restrictions in the form of state or local laws, regulations, ordinances or other governmental controls are needed to implement the remedy selected in the ROD, ensure the integrity and protectiveness thereof, or ensure non-interference therewith, Settling Defendants shall cooperate with EPA's and the State's efforts to secure such governmental controls.

31. Notwithstanding any provision of this Consent Decree, the United States and the State retain all of their access authorities and rights, as well as all of their rights to require land/water use restrictions, including enforcement authorities related thereto, under CERCLA, RCRA and any other applicable statute or regulations.

X. REPORTING REQUIREMENTS

32. In addition to any other requirement of this Consent Decree, Settling Defendants shall submit three printed copies and one electronic copy to EPA and two printed copies and one electronic to the State (or such other number of copies, if specified by EPA) of written monthly progress reports that: (a) summarize all activities that have been conducted during the previous months and those activities planned for the next month; (b) identify the percent of construction complete; (c) identify any problems encountered or anticipated, steps taken to resolve problems encountered or anticipated, and/or changes to schedule; (d) summarize the results of environmental monitoring; sampling and tests and all other data received or generated by Settling Defendants or their contractors or agents in the previous month; (e) identify all work plans, plans and other deliverables required by this Consent Decree completed and submitted during the previous month; (f) describe all actions, including, but not limited to, data collection and implementation of work plans, which are scheduled for the next four weeks; and (g) describe all activities undertaken in support of the Community Relations Plan during the previous month and those to be undertaken in the next four weeks. Settling Defendants shall submit these progress reports to EPA and the State by the tenth day of every month following the lodging of this Consent Decree until EPA notifies the Settling Defendants pursuant to Paragraph 55.b of Section XIV (Certification of Completion). If requested by EPA or the State, Settling Defendants shall also provide briefings for EPA and the State to discuss the progress of the Work. As provided in the SOW, monthly progress reporting will terminate as of the date of EPA approval of the final Construction Completion Report, which triggers commencement of the Operations and Maintenance (O&M) period. O&M reporting will occur through submission of Annual State of Compliance Reports, as provided in the SOW.

33. The Settling Defendants shall notify EPA of any change in the schedule described in the monthly progress report for the performance of any activity, including, but not limited to, data collection and implementation of work plans, no later than seven days prior to the performance of the activity.

34. Upon the occurrence of any event during performance of the Work that Settling Defendants are required to report pursuant to Section 103 of CERCLA or Section 304 of the Emergency Planning and Community Right-to-know Act (EPCRA), Settling Defendants shall, no later than the time required for any notification under Section 103(a) of CERCLA or Section 304(b) of EPCRA, orally notify the EPA Project Coordinator or the Alternate EPA Project Coordinator (in the event of the unavailability of the EPA Project Coordinator), or, in the event that neither the EPA Project Coordinator or Alternate EPA Project Coordinator is available, the Emergency Response Section, Region 1, United States Environmental Protection Agency. These reporting requirements are in addition to the reporting required by CERCLA Section 103 or EPCRA Section 304.

35. Within 20 days of the time required for a notification of such event under Section 103(a) of CERCLA or Section 304(b) of EPCRA, Settling Defendants shall furnish to Plaintiffs a

written report, signed by the Settling Defendants' Project Coordinator, setting forth the events which occurred and the measures taken, and to be taken, in response thereto. Within 30 days of the later of the conclusion of such event or the time required for a notification of such event under Section 103(a) of CERCLA or Section 304(b) of EPCRA, Settling Defendants shall submit a report setting forth all actions taken in response thereto.

36. Settling Defendants shall submit five printed copies and one electronic copy (or such other number of copies, if specified by EPA) of all plans, reports, and data required by the SOW, the Remedial Design Work Plan, the Remedial Action Work Plan, or any other approved plans to EPA in accordance with the schedules set forth in such plans. Settling Defendants shall simultaneously submit two printed copies and one electronic copy of all such plans, reports and data to the State. Upon request by EPA, Settling Defendants shall submit in electronic form all portions of any report or other deliverable Settling Defendants are required to submit pursuant to the provisions of this Consent Decree.

37. All reports and other documents submitted by Settling Defendants to EPA (other than the monthly progress reports referred to above) which purport to document Settling Defendants' compliance with the terms of this Consent Decree shall be signed by an authorized representative of the Settling Defendants.

XI. EPA APPROVAL OF PLANS AND OTHER SUBMISSIONS

38. After review of any plan, report or other item which is required to be submitted for approval pursuant to this Consent Decree, EPA, after reasonable opportunity for review and comment by the State, shall, based upon the submission's consistency with the ROD, SOW and applicable work plans as determined by EPA: (a) approve, in whole or in part, the submission; (b) approve the submission upon specified conditions; (c) modify the submission to cure the deficiencies; (d) disapprove, in whole or in part, the submission, directing that the Settling Defendants modify the submission; or (e) any combination of the above. However, EPA shall not modify a submission without first providing Settling Defendants at least one notice of deficiency and an opportunity to cure within 21 days, or such longer time period as agreed to by EPA, except where to do so would cause serious disruption to the Work or where previous submission(s) have been disapproved due to material defects and the deficiencies in the submission under consideration indicate a bad faith lack of effort to submit an acceptable deliverable.

39. In the event of approval, approval upon conditions, or modification by EPA, pursuant to Paragraph 38(a), (b), or (c), Settling Defendants shall proceed to take any action required by the plan, report, or other item, as approved or modified by EPA subject only to their right to invoke the Dispute Resolution procedures set forth in Section XIX (Dispute Resolution) with respect to the modifications or conditions made by EPA. In the event that EPA modifies the submission to cure the deficiencies pursuant to Paragraph 38(c) and the submission has a material defect, EPA retains its right to seek stipulated penalties, as provided in Section XX (Stipulated Penalties).

40. Resubmission of Plans.

a. Upon receipt of a notice of disapproval pursuant to Paragraph 38(d), Settling Defendants shall, within 21 days or such longer time as specified by EPA in such notice,

correct the deficiencies and resubmit the plan, report, or other item for approval. Any stipulated penalties applicable to the submission, as provided in Section XX, shall accrue during the 21-day period or otherwise specified period but shall not be payable unless the resubmission is disapproved or modified due to a material defect as provided in Paragraphs 41 and 42.

b. Notwithstanding the receipt of a notice of disapproval pursuant to Paragraph 38(d), Settling Defendants shall proceed, at the direction of EPA, to take any action required by any non-deficient portion of the submission. Implementation of any non-deficient portion of a submission shall not relieve Settling Defendants of any liability for stipulated penalties under Section XX (Stipulated Penalties).

41. In the event that a resubmitted plan, report or other item, or portion thereof, is disapproved by EPA, EPA may again require the Settling Defendants to correct the deficiencies, in accordance with the preceding Paragraphs. EPA also retains the right to modify or develop the plan, report or other item. Settling Defendants shall implement any such plan, report, or item as modified or developed by EPA, subject only to their right to invoke the procedures set forth in Section XIX (Dispute Resolution).

42. If upon resubmission, a plan, report, or item is disapproved or modified by EPA due to a material defect, Settling Defendants shall be deemed to have failed to submit such plan, report, or item timely and adequately unless the Settling Defendants invoke the dispute resolution procedures set forth in Section XIX (Dispute Resolution) and EPA's action is overturned pursuant to that Section. The provisions of Section XIX (Dispute Resolution) and Section XX (Stipulated Penalties) shall govern the implementation of the Work and accrual and payment of any stipulated penalties during Dispute Resolution. If EPA's disapproval or modification is upheld, stipulated penalties shall accrue for such violation from the date on which the initial submission was originally required, as provided in Section XX.

43. All plans, reports, and other items required to be submitted to EPA under this Consent Decree shall, upon approval or modification by EPA, be enforceable under this Consent Decree. In the event EPA approves or modifies a portion of a plan, report, or other item required to be submitted to EPA under this Consent Decree, the approved or modified portion shall be enforceable under this Consent Decree.

XII. PROJECT COORDINATORS

44. Within ten days of lodging this Consent Decree, Settling Defendants, the State and EPA will notify each other, in writing, of the name, address and telephone number of their respective designated Project Coordinators and Alternate Project Coordinators. If a Project Coordinator or Alternate Project Coordinator initially designated is changed, the identity of the successor will be given to the other Parties at least five working days before the changes occur, unless impracticable, but in no event later than the actual day the change is made. The Settling Defendants' Project Coordinator shall be subject to disapproval by EPA and shall have the technical expertise sufficient to adequately oversee all aspects of the Work. The Settling Defendants' Project Coordinator shall not be an attorney for any of the Settling Defendants in this matter. He or she may assign other representatives, including other contractors, to serve as a Site representative for oversight of performance of daily operations during remedial activities.

45. Plaintiffs may designate other representatives, including, but not limited to, EPA and State employees, and federal and State contractors and consultants, to observe and monitor the progress of any activity undertaken pursuant to this Consent Decree. EPA's Project Coordinator and Alternate Project Coordinator shall have the authority lawfully vested in a Remedial Project Manager (RPM) and an On-Scene Coordinator (OSC) by the National Contingency Plan, 40 C.F.R. Part 300. In addition, EPA's Project Coordinator or Alternate Project Coordinator shall have authority, consistent with the National Contingency Plan, to halt any Work required by this Consent Decree and to take any necessary response action when s/he determines that conditions at the Site constitute an emergency situation or may present an immediate threat to public health or welfare or the environment due to release or threatened release of Waste Material.

46. EPA's Project Coordinator and the Settling Defendants' Project Coordinator will meet, at a minimum, in person or by telephone, on a monthly basis.

XIII. FINANCIAL ASSURANCE OF ABILITY TO COMPLETE THE WORK

47. In order to ensure the full and final completion of the Work, Settling Defendants shall establish and maintain financial assurance of the ability to complete the Work for the benefit of EPA in the amount of \$30,620,000 (hereinafter "Estimated Cost of the Work") in one or more of the following forms, which must be satisfactory in form and substance to EPA:

- a. A surety bond unconditionally guaranteeing payment and/or performance of the Work that is issued by a surety company among those listed as acceptable sureties on Federal bonds as set forth in Circular 570 of the U.S. Department of the Treasury;
- b. One or more irrevocable letters of credit;
- c. One or more trusts (which may be funded with both cash and/or letters of credit);
- d. A policy of insurance that (i) provides EPA with acceptable rights as a beneficiary thereof; and (ii) is issued by an insurance carrier (a) that has the authority to issue insurance policies in the applicable jurisdiction(s) and (b) whose insurance operations are regulated and examined by a State agency;
- e. A demonstration that one or more Settling Defendants satisfy the financial test criteria of 40 C.F.R. § 264.143(f) with respect to the Estimated Cost of the Work, provided that all other requirements of 40 C.F.R. § 264.143(f) are satisfied; or
- f. A written guarantee to fund or perform the Work executed in favor of EPA by one or more of the following: (i) a direct or indirect parent company of a Settling Defendant, or (ii) a company that has a "substantial business relationship" (as defined in 40 C.F.R. § 264.141(h)) with at least one Settling Defendant;

48. Settling Defendants have selected, and EPA has approved, as an initial financial assurance mechanism, two trusts pursuant to Paragraph 47.c, in the forms attached hereto as Appendix F (the "Solvents Recovery Service of New England Superfund Site Settlement Trust" and the "SRS Site 2008 De Minimis Settlement Trust"). Within ten days after lodging of this Consent Decree, Settling Defendants shall execute or otherwise finalize all instruments or other documents required in order to make the trusts, in the form attached as Appendix F, legally

binding, and such trusts shall thereupon be fully effective. Within 30 days after lodging of this Consent Decree, Settling Defendants shall submit all executed and/or otherwise finalized instruments or other documents required in order to make the trusts legally binding. Within 30 days after the Effective Date, Settling Defendants shall submit documentation, evidencing that the trusts have been fully funded, to the EPA Regional Financial Management Officer, in accordance with Section XXVI ("Notices and Submissions"), with a copy to the United States and EPA as specified in Section XXVI.

49. If the Settling Defendants seek to demonstrate the ability to complete the Work through a guarantee by a third party pursuant to Paragraph 47.f, Settling Defendants shall demonstrate that the guarantor satisfies the requirements of 40 C.F.R. Part 264.143(f). If Settling Defendants seek to demonstrate their ability to complete the Work by means of the financial test or the corporate guarantee pursuant to Paragraphs 47.e or 47.f, they shall resubmit sworn statements conveying the information required by 40 C.F.R. Part 264.143(f) annually, on the anniversary of the Effective Date. In the event that EPA determines at any time that the financial assurances provided pursuant to this Section are inadequate, Settling Defendants shall, within 30 days of receipt of notice of EPA's determination, obtain and present to EPA for approval one of the other forms of financial assurance listed in Paragraph 47. Settling Defendants' inability to demonstrate financial ability to complete the Work shall not excuse performance of any activities required under this Consent Decree.

50. If Settling Defendants can show that the estimated cost, on a net present value basis, to complete the remaining Work has diminished below the amount set forth in Paragraph 47 above after the Effective Date, Settling Defendants may, on any anniversary date of the Effective Date, or at any other time agreed to by the Parties, reduce the amount of the financial security provided under this Section to the estimated cost of the remaining work to be performed. Settling Defendants shall submit a proposal for such reduction to EPA, in accordance with the requirements of this Section, and may reduce the amount of the security upon approval by EPA. In the event of a dispute, Settling Defendants may reduce the amount of the security in accordance with the final administrative or judicial decision resolving the dispute.

51. Settling Defendants may change the form of financial assurance provided under this Section at any time, upon notice to and approval by EPA, provided that the new form of assurance meets the requirements of this Section. In the event of a dispute, Settling Defendants may change the form of the financial assurance only in accordance with the final administrative or judicial decision resolving the dispute.

52. As part of the submission of the first Five-Year Review Report, required by Section VIII.D of the SOW, that follows the installation of the cap at the Site, and as part of every Five-Year Review Report thereafter, Settling Defendants shall evaluate whether the financial assurance mechanism remains adequate and continues to satisfy the requirements set forth in this Section. Settling Defendants shall, as part of each such Five-Year Review Report, submit to EPA in writing the results of such evaluation. Following EPA's review of each such evaluation, EPA may determine that the financial assurance mechanism is inadequate or otherwise no longer satisfies the requirements set forth in this Section, whether due to an increase in the estimated cost, on a net present value basis, of completing the Work or for any other reason. Settling Defendants, within 30 days of receipt of notice of EPA's determination, shall obtain and present to EPA for approval a proposal for a revised or alternative form of financial

assurance mechanism as listed in Paragraph 47 that satisfies all requirements set forth in this Section XIII. Settling Defendants' inability to post such financial assurance mechanism for completion of the Work shall in no way excuse performance of any other requirements of this Consent Decree, including, without limitation, the obligation of Settling Defendants to complete the Work in strict accordance with the terms hereof.

53. The commencement of any Work Takeover pursuant to Paragraph 105 shall trigger EPA's right to receive the benefit of any financial assurance(s) provided pursuant to Paragraph 47(a), (b), (c), (d), or (f), and at such time EPA shall have immediate access to resources guaranteed under any such financial assurance(s), whether in cash or in kind, as needed to continue and complete the Work assumed by EPA under the Work Takeover. If the financial assurance involves a demonstration of satisfaction of the financial test criteria pursuant to Paragraph 47(e), Settling Defendants shall immediately upon written demand from EPA after a Work Takeover deposit into an account specified by EPA, in immediately available funds and without setoff, counterclaim, or condition of any kind, a cash amount up to but not exceeding the estimated cost, on a net present value basis, of the remaining Work to be performed as of such date, as determined by EPA.

XIV. CERTIFICATION OF COMPLETION

54. Completion of the Remedial Action.

a. Within 90 days after Settling Defendants conclude that the Remedial Action has been fully performed and the Performance Standards have been attained, Settling Defendants shall schedule and conduct a pre-certification inspection to be attended by Settling Defendants, EPA, and the State. If, after the pre-certification inspection, the Settling Defendants still believe that the Remedial Action has been fully performed and the Performance Standards have been attained, they shall submit a written report requesting certification to EPA for approval, with a copy to the State, pursuant to Section XI (EPA Approval of Plans and Other Submissions) within 30 days of the inspection. In the report, a registered professional engineer and the Settling Defendants' Project Coordinator shall state that the Remedial Action has been completed in full satisfaction of the requirements of this Consent Decree. The written report shall include as-built drawings signed and stamped by a professional engineer. The report shall contain the following statement, signed by a responsible corporate official of a Settling Defendant or the Settling Defendants' Project Coordinator:

To the best of my knowledge, after thorough investigation, I certify that the information contained in or accompanying this submission is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

If, after completion of the pre-certification inspection and receipt and review of the written report, EPA, after reasonable opportunity to review and comment by the State, determines that the Remedial Action or any portion thereof has not been completed in accordance with this Consent Decree or that the Performance Standards have not been achieved, EPA will notify Settling Defendants in writing of the activities that must be undertaken by Settling Defendants pursuant to this Consent Decree to complete the Remedial Action and achieve the Performance

Standards, provided, however, that EPA may only require Settling Defendants to perform such activities pursuant to this Paragraph to the extent that such activities are consistent with the “scope of the remedy selected in the ROD,” as that term is defined in Paragraph 14.b. EPA will set forth in the notice a schedule for performance of such activities consistent with the Consent Decree and the SOW or require the Settling Defendants to submit a schedule to EPA for approval pursuant to Section XI (EPA Approval of Plans and Other Submissions). Settling Defendants shall perform all activities described in the notice in accordance with the specifications and schedules established pursuant to this Paragraph, subject to their right to invoke the dispute resolution procedures set forth in Section XIX (Dispute Resolution).

b. If EPA concludes, based on the initial or any subsequent report requesting Certification of Completion and after a reasonable opportunity for review and comment by the State, that the Remedial Action has been performed in accordance with this Consent Decree and that the Performance Standards have been achieved, EPA will so certify in writing to Settling Defendants. This certification shall constitute the Certification of Completion of the Remedial Action for purposes of this Consent Decree, including, but not limited to, Section XXI (Covenants Not to Sue by Plaintiffs). Certification of Completion of the Remedial Action shall not affect Settling Defendants’ obligations under this Consent Decree.

55. Completion of the Work.

a. Within 90 days after Settling Defendants conclude that all phases of the Work (including O & M), have been fully performed, Settling Defendants shall schedule and conduct a pre-certification inspection to be attended by Settling Defendants, and EPA and the State. If, after the pre-certification inspection, the Settling Defendants still believe that the Work has been fully performed, Settling Defendants shall submit a written report by a registered professional engineer stating that the Work has been completed in full satisfaction of the requirements of this Consent Decree. The report shall contain the following statement, signed by a responsible corporate official of a Settling Defendant or the Settling Defendants’ Project Coordinator:

To the best of my knowledge, after thorough investigation, I certify that the information contained in or accompanying this submission is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

If, after review of the written report, EPA, after reasonable opportunity to review and comment by the State, determines that any portion of the Work has not been completed in accordance with this Consent Decree, EPA will notify Settling Defendants in writing of the activities that must be undertaken by Settling Defendants pursuant to this Consent Decree to complete the Work, provided, however, that EPA may only require Settling Defendants to perform such activities pursuant to this Paragraph to the extent that such activities are consistent with the “scope of the remedy selected in the ROD,” as that term is defined in Paragraph 14.b. EPA will set forth in the notice a schedule for performance of such activities consistent with the Consent Decree and the SOW or require the Settling Defendants to submit a schedule to EPA for approval pursuant to Section XI (EPA Approval of Plans and Other Submissions). Settling Defendants shall perform all activities described in the notice in accordance with the specifications and schedules

established therein, subject to their right to invoke the dispute resolution procedures set forth in Section XIX (Dispute Resolution).

b. If EPA concludes, based on the initial or any subsequent request for Certification of Completion by Settling Defendants and after a reasonable opportunity for review and comment by the State, that the Work has been performed in accordance with this Consent Decree, EPA will so notify the Settling Defendants in writing.

XV. EMERGENCY RESPONSE

56. In the event of any action or occurrence during the performance of the Work which causes or threatens a release of Waste Material from the Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Settling Defendants shall, subject to Paragraph 57, immediately take all appropriate action to prevent, abate, or minimize such release or threat of release, and shall immediately notify the EPA's Project Coordinator, or, if the Project Coordinator is unavailable, EPA's Alternate Project Coordinator. If neither of these persons is available, the Settling Defendants shall notify the EPA Emergency Response Unit, Region 1. Settling Defendants shall take such actions in consultation with EPA's Project Coordinator or other available authorized EPA officer and in accordance with all applicable provisions of the Health and Safety Plans, the Contingency Plans, and any other applicable plans or documents developed pursuant to the SOW. In the event that Settling Defendants fail to take appropriate response action as required by this Section, and EPA or, as appropriate, the State take such action instead, Settling Defendants shall reimburse EPA and the State all costs of the response action not inconsistent with the NCP pursuant to Section XVI (Payments for Response Costs).

57. Nothing in the preceding Paragraph or in this Consent Decree shall be deemed to limit any authority of the United States, or the State, a) to take all appropriate action to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Waste Material on, at, or from the Site, or b) to direct or order such action, or seek an order from the Court, to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Waste Material on, at, or from the Site, subject to Section XXI (Covenants Not to Sue by Plaintiffs).

XVI. PAYMENTS FOR RESPONSE COSTS

58. Payments by Settling Defendants for Past Response Costs.

a. Within 30 days of the Effective Date or 30 days of the effective date of the 2008 *De Minimis* Settlement regarding the Site, whichever is later, Settling Defendants shall pay to EPA, in payment for Past Response Costs, the difference between \$2,234,000 and the amount paid to EPA pursuant to paragraph 5 of the 2008 SRS *De Minimis* Settlement. Payment shall be made by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice account in accordance with current EFT procedures, referencing EPA Site/Spill ID Number 01-08 and DOJ Case Number 90-7-1-23/6. Payment shall be made in accordance with instructions provided to the Settling Defendants by the Financial Litigation Unit of the United States Attorney's Office for the District of Connecticut following lodging of the Consent Decree. Any payments received by the Department of Justice after 4:00 p.m. (Eastern Time) will be credited on the next business day.

b. At the time of payment, Settling Defendants shall send notice that payment has been made to the United States, to EPA and to the Regional Financial Management Officer, in accordance with Section XXVI (Notices and Submissions), and to EPA's Cincinnati Financial Office, 26 Martin Luther King Drive, Cincinnati, Ohio 45268.

c. The total amount to be paid by Settling Defendants pursuant to Paragraph 58.a shall be deposited in the Solvents Recovery Service of New England Superfund Site Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

59. Payments by Settling Defendants for Future Response Costs and Oversight Costs.

a. Settling Defendants shall pay to EPA all U.S. Future Response Costs not inconsistent with the National Contingency Plan. On a periodic basis the United States will send Settling Defendants a bill requiring payment that consists of a Region 1 standard cost summary, which is a line-item summary of costs in dollars by category of costs (including but not limited to payroll, travel, indirect costs, and contracts) incurred by EPA, DOJ, the State, and their contractors. Settling Defendants shall make all payments within 30 days of Settling Defendants' receipt of each bill requiring payment, except as otherwise provided in Paragraph 60.

b. Settling Defendants shall pay to EPA U.S. Oversight Costs, as specified in Paragraph 62, not inconsistent with the National Contingency Plan. On a periodic basis the United States will send Settling Defendants a bill requiring payment that consists of a Region 1 standard cost summary, which is a line-item summary of costs in dollars by category of costs (including but not limited to payroll, travel, indirect costs, and contracts) incurred by EPA, DOJ, the State, and their contractors. Settling Defendants shall make all payments within 30 days of Settling Defendants' receipt of each bill requiring payment, except as otherwise provided in Paragraph 60.

c. Settling Defendants shall make all payments required by this Paragraph by a certified or cashier's check or checks made payable to "EPA Hazardous Substance Superfund," referencing the name and address of the party making the payment, EPA Site/Spill ID Number 01-08, and DOJ Case Number 90-7-1-23/6. Settling Defendants shall send the check(s) to:

For Delivery by First Class Mail:

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

For Delivery by Overnight Mail:

U.S. Bank
1005 Convention Plaza
Mail Station SL-MO-C2GL
St. Louis, MO 63101

d. At the time of each payment, Settling Defendants shall send notice that payment has been made to the United States, to EPA and to the Regional Financial Management

Officer, in accordance with Section XXVI (Notices and Submissions), and to EPA's Cincinnati Financial Office, 26 Martin Luther King Drive, Cincinnati, Ohio 45268.

e. The total amount to be paid by Settling Defendants pursuant to Subparagraph 59.a and Subparagraph 59.b shall be deposited in the Solvents Recovery Service of New England Superfund Site Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

f. Settling Defendants shall reimburse the State for all State Future Response Costs not inconsistent with the National Contingency Plan. The State will send Settling Defendants a bill requiring payment that includes a CTDEP Cost Recovery Detail Report, which includes direct and indirect costs incurred by the State and its contractors on a periodic basis. Settling Defendants shall make all payments within 30 days of Settling Defendants' receipt of each bill requiring payment, except as otherwise provided in Paragraph 60. The Settling Defendants shall make all payments to the State required by this Paragraph by check made payable to "Treasurer, State of Connecticut" and delivered to the attention of the undersigned counsel for the State at the Office of the Attorney General, 55 Elm Street, Hartford, CT 06106.

g. Settling Defendants shall reimburse the State for State Oversight Costs, as specified in Paragraph 62, not inconsistent with the National Contingency Plan. The State will send Settling Defendants a bill requiring payment that includes a CTDEP Cost Recovery Detail Report, which includes direct and indirect costs incurred by the State and its contractors on a periodic basis. The State will coordinate with EPA on the issuance of each bill for State Oversight Costs, so that the period subject to the bill corresponds to the same period as any bill for U.S. Oversight Costs. Settling Defendants shall make all payments within 30 days of Settling Defendants' receipt of each bill requiring payment, except as otherwise provided in Paragraph 60. The Settling Defendants shall make all payments to the State required by this Paragraph in the manner described in Paragraph 59.f.

60. Settling Defendants may contest any U.S. or State Future Response Costs or U.S. or State Oversight Costs billed under Paragraph 59 if they determine that the United States or the State has made an accounting error or if they allege that a cost item that is included represents costs that are inconsistent with the NCP. Such objection shall be made in writing within 30 days of receipt of the bill and must be sent to the United States (if the United States' accounting is being disputed) or the State (if the State's accounting is being disputed) pursuant to Section XXVI (Notices and Submissions). Any such objection shall specifically identify the contested U.S. or State Future Response Costs or U.S. or State Oversight Costs and the basis for objection. In the event of an objection, the Settling Defendants shall within the 30 day period pay all uncontested U.S. or State Future Response Costs or U.S. or State Oversight Costs to the United States or the State in the manner described in Paragraph 59. Simultaneously, the Settling Defendants shall establish an interest-bearing escrow account in a federally-insured bank duly chartered in the State of Connecticut and remit to that escrow account funds equivalent to the amount of the contested U.S. or State Future Response Costs or U.S. or State Oversight Costs. The Settling Defendants shall send to the United States, as provided in Section XXVI (Notices and Submissions), and the State a copy of the transmittal letter and check paying the uncontested U.S. or State Future Response Costs or U.S. or State Oversight Costs, and a copy of the correspondence that establishes and funds the escrow account, including, but not limited to,

information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account. Simultaneously with establishment of the escrow account, the Settling Defendants shall initiate the Dispute Resolution procedures in Section XIX (Dispute Resolution). If the United States or the State prevails in the dispute, within five days of the resolution of the dispute, the Settling Defendants shall pay the sums due (with accrued interest) to the United States or the State, if State costs are disputed, in the manner described in Paragraph 59. If the Settling Defendants prevail concerning any aspect of the contested costs, the Settling Defendants shall pay that portion of the costs (plus associated accrued interest) for which they did not prevail to the United States or the State, if State costs are disputed in the manner described in Paragraph 59; Settling Defendants shall be disbursed any balance of the escrow account. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section XIX (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding the Settling Defendants' obligation to reimburse the United States and the State for their U.S. or State Future Response Costs or U.S. or State Oversight Costs.

61. In the event that the payments required by Paragraphs 58.a, 63 and 64 are not made within 30 days of the Effective Date or the payments required by Paragraph 59 are not made within 30 days of the Settling Defendants' receipt of the bill, Settling Defendants shall pay Interest on the unpaid balance. The Interest to be paid under this Paragraph shall begin to accrue on the Effective Date. The Interest on U.S. or State Future Response Costs or U.S. or State Oversight Costs shall begin to accrue on the date of the bill. The Interest shall accrue through the date of the Settling Defendants' payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to Plaintiffs by virtue of Settling Defendants' failure to make timely payments under this Section including, but not limited to, payment of stipulated penalties pursuant to Paragraph 82. The Settling Defendants shall make all payments required by this Paragraph in the manner described in Paragraph 59, 63 and 64.

62. Additional Provisions Regarding Settling Defendants' Payments of U.S. Oversight Costs and State Oversight Costs. EPA and the State have entered into a cooperative agreement which, *inter alia*, provides for EPA to reimburse the State for its oversight costs regarding the Site. For as long as EPA and the State participate in this or a similar cooperative agreement, EPA will bill U.S. Oversight Costs to Settling Defendants, and EPA's billings will include EPA's direct and indirect oversight costs, the State's direct oversight costs, and EPA's indirect costs allocable to the State's direct oversight costs. In the event EPA and the State do not participate in a cooperative agreement regarding the State's oversight costs, EPA and the State will each send separate billings for their direct and indirect oversight costs to the Settling Defendants. Settling Defendants shall pay U.S. Oversight Costs and State Oversight Costs as provided in this Paragraph and Paragraph 59.

a. Within 30 days of the Effective Date, Settling Defendants shall deposit \$5.7 million into a subaccount of the Solvents Recovery Service of New England, Inc. Settlement Trust ("Oversight Costs Payment Subaccount"), established pursuant to the requirements of Paragraph 48. The Settling Defendants shall be responsible for the payment of all taxes accrued and all trustee administration fees regarding the Oversight Subaccount and these charges shall not be paid from the Oversight Costs Payment Subaccount. Income earned on assets in the Oversight Costs Payment Subaccount shall be deposited into the Oversight Costs Payment

Subaccount. EPA and the State may, in their unreviewable discretion, agree that the trustee of the Solvents Recovery Service of New England, Inc. Superfund Site Settlement Trust can reduce the balance in the Oversight Costs Payment Subaccount and refund the resulting excess funds to the Settling Defendants.

b. Oversight Payments When EPA and the State Participate in a Cooperative Agreement. For each “Oversight Billing Period” (as defined below) during which EPA and the State participate in a cooperative agreement regarding the State’s oversight costs, Settling Defendants shall pay U.S. Oversight Costs as follows: Settling Defendants shall pay all U.S. Oversight Costs from the Oversight Costs Payment Subaccount, to the extent that there are such funds. If the funds in the Oversight Costs Payment Subaccount are insufficient to pay all of the U.S. Oversight Costs, Settling Defendants shall pay the difference to the extent there is an “Available Balance” (as defined below). For each Oversight Billing Period in which the Oversight Costs Payment Subaccount balance is zero and the Available Balance is greater than zero, Settling Defendants shall pay EPA the lesser of: (a) all of the U.S. Oversight Costs for the Oversight Billing Period, or (b) the Available Balance. For each Oversight Billing Period in which the Oversight Costs Payment Subaccount balance is zero and the Available Balance is zero, Settling Defendants are not required to reimburse U.S. Oversight Costs incurred for such Oversight Billing Period.

c. Oversight Payments When EPA and the State Do Not Participate in a Cooperative Agreement. For each Oversight Billing Period during which EPA and the State are not participating in a cooperative agreement regarding the State’s oversight costs, Settling Defendants shall pay U.S. and State Oversight Costs as follows: Settling Defendants shall pay all U.S. and State Oversight Costs from the Oversight Costs Payment Subaccount, to the extent that there are such funds. If the funds in the Oversight Costs Payment Subaccount are insufficient to pay all of the U.S. and State Oversight Costs, Settling Defendants shall pay the difference to the extent there is an Available Balance. For each Oversight Billing Period in which the Oversight Costs Payment Subaccount balance is zero and the Available Balance is greater than zero, Settling Defendants shall pay EPA and the State the lesser of: (a) all of the U.S. and State Oversight Costs for the Oversight Billing Period, or (b) the Available Balance. For each Oversight Billing Period in which the Oversight Costs Payment Subaccount balance is zero and the Available Balance is zero, Settling Defendants are not required to reimburse U.S. or State Oversight Costs for such Oversight Billing Period. For each Oversight Billing Period in which U.S. and State Oversight Costs are capped subject to the Available Balance, Settling Defendants shall pay State Oversight Costs first. EPA and the State shall coordinate the timing of their billings of oversight costs to the Settling Defendants.

d. The “Available Balance” at the end of each Oversight Billing Period equals the “Rolling Oversight Cap” (as defined herein) at the end of each Oversight Billing Period less the sum of all Settling Defendants’ prior payments for U.S. Oversight Costs and State Oversight Costs, including payments from the Oversight Costs Payment Subaccount. The Rolling Oversight Cap at the end of each Oversight Billing Period is 15% of the total costs incurred by Settling Defendants in performing the Work through the end of the Oversight Billing Period. It is anticipated that the Rolling Oversight Cap will increase each Oversight Billing Period that Settling Defendants are performing Work at the Site. For example, if through year 30 the total costs incurred by the Settling Defendants in performing the Work are \$45 million, and

the total amount of all prior oversight cost payments is \$6.25 million, the Rolling Oversight Cap at the end of year 30 is \$6.75 million, and the Available Balance is \$500,000. The Oversight Billing Period is the time period covered by each bill for U.S. Oversight Costs and/or State Oversight Costs, which shall not exceed a one year time period.

e. Settling Defendants shall have the burden of demonstrating the amounts of the Rolling Oversight Cap and the Available Balance.

f. To the extent that the Available Balance is insufficient to pay U.S. Oversight Costs, these costs will be paid from monies in the Special Account, which shall be preserved for this purpose, among others.

63. Payment by Settling Defendants for Natural Resource Damages. Within 30 days of the Effective Date or 30 days of the effective date of the 2008 SRS *De Minimis* Settlement, whichever is later, Settling Defendants shall pay to DOI for Natural Resource Damages the difference between \$200,000 and the amount paid to DOI pursuant to paragraph 5 of the 2008 De Minimis Settlement. Payment to DOI shall be made in accordance with instructions provided by DOI after the Effective Date. Notice that this payment has been made shall be sent to: Department of the Interior, Natural Resource Damage Assessment and Restoration Fund, Attn: Restoration Fund Manager, 1849 C Street, N.W., Washington, DC 20240.

64. Payment by Settling Defendants to the State. Within 30 days of the Effective Date, or 30 days of the effective date of the 2008 SRS *De Minimis* Settlement, whichever is later, Settling Defendants shall pay to the State for Natural Resource Damages for the temporary loss of use of groundwater due to the alleged actions of the Settling Defendants the difference between \$2,625,000 and the amount paid to State pursuant to paragraph 5 of the 2008 De Minimis Settlement. Payment to the State shall be made by check made payable to "Treasurer, State of Connecticut" and delivered to the attention of the undersigned counsel for the State at the Office of the Attorney General, 55 Elm Street, Hartford, CT 06106. The State shall pay the sum received from Settling Defendants to the Southington Water Department ("SWD") to reimburse the SWD for its costs incurred in replacing that natural resource temporarily lost due to the alleged actions of the Settling Defendants.

65. In 1994, approximately 882 settling defendants entered into the "SRS Site Early *De Minimis* Settlement" regarding the Site. In 1995, approximately 42 settling defendants entered into the "SRS Site Supplemental Early *De Minimis* Settlement" regarding the Site. The proceeds from these settlements were placed in trust accounts to be made available to prospective settlers for the performance of remedial actions at the Site. Following the Effective Date, EPA shall direct the trustee of the two early *de minimis* trusts to pay the funds in the trusts to EPA. The proceeds from the two early *de minimis* trusts shall be deposited in the Solvents Recovery Service of New England Superfund Site Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

66. A number of potentially responsible parties for the Site, namely Anacomp, Inc. (f/k/a Xidex Corp.), Anderson & Sons, Inc., Captree Chemical Corp., Eastern Holding Corp. (f/k/a Preco Corp./Premoid Division), Glyptal, Inc., Guard All Chemical Co., Inc., Heminway & Bartlett Manufacturing Co., John L. Armitage & Co., Lukon, Inc., Mace Adhesives & Coatings Co., Inc., Mallace Industries Corp. (f/k/a Frismar, Inc.), Prime Tanning Company, Inc., Roy

Brothers, Inc., and Weymouth Art Leather Co., have requested that the United States and the State enter into settlements with them regarding the Site which are based on the parties' limited ability to pay response costs. The Parties agree that the proceeds of these settlement(s) (other than settlements reached following litigation or bankruptcy proceedings) shall be paid to Settling Defendants. EPA's enforcement costs incurred after the Effective Date in negotiating these settlements shall constitute a U.S. Future Response Cost. Unless otherwise agreed in writing among the United States, the State, and representatives of the Settling Defendants, EPA's enforcement costs incurred after the Effective Date in negotiating "ability-to-pay" settlements with parties other than the parties listed in this Paragraph shall not constitute a U.S. Future Response Cost.

XVII. INDEMNIFICATION AND INSURANCE

67. Settling Defendants' Indemnification of the United States and the State.

a. The United States and the State do not assume any liability by entering into this agreement or by virtue of any designation of Settling Defendants as EPA's authorized representatives under Section 104(e) of CERCLA. Settling Defendants shall indemnify, save and hold harmless the United States, the State, and their officials, agents, employees, contractors, subcontractors, or representatives for or from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Settling Defendants, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Consent Decree, including, but not limited to, any claims arising from any designation of Settling Defendants as EPA's authorized representatives under Section 104(e) of CERCLA. Further, the Settling Defendants agree to pay the United States and the State all costs they incur including, but not limited to, attorneys fees and other expenses of litigation and settlement arising from, or on account of, claims made against the United States or the State based on negligent or other wrongful acts or omissions of Settling Defendants, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Consent Decree. Neither the United States nor the State shall be held out as a party to any contract entered into by or on behalf of Settling Defendants in carrying out activities pursuant to this Consent Decree. Neither the Settling Defendants nor any such contractor shall be considered an agent of the United States or the State.

b. The United States and the State shall give Settling Defendants notice of any claim for which the United States or the State plan to seek indemnification pursuant to Paragraph 67, and shall consult with Settling Defendants prior to settling such claim.

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

person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays.

69. No later than 15 days before commencing any on-site Work, Settling Defendants shall secure, and shall maintain until the first anniversary of EPA's Certification of Completion of the Remedial Action pursuant to Paragraph 54.b of Section XIV (Certification of Completion) commercial general liability insurance with limits of three million dollars, for any one occurrence, and automobile liability insurance with limits of one million dollars, combined single limit, naming the United States and the State as additional insureds. In addition, for the duration of this Consent Decree, Settling Defendants shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of Settling Defendants in furtherance of this Consent Decree. Prior to commencement of the Work under this Consent Decree, Settling Defendants shall provide to EPA and the State certificates of such insurance and a copy of each insurance policy. Settling Defendants shall resubmit such certificates and copies of policies each year on the anniversary of the Effective Date. If Settling Defendants demonstrate by evidence satisfactory to EPA and the State that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering the same risks but in a lesser amount, then, with respect to that contractor or subcontractor, Settling Defendants need provide only that portion of the insurance described above which is not maintained by the contractor or subcontractor.

XVIII. FORCE MAJEURE

70. "Force majeure," for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of the Settling Defendants, of any entity controlled by Settling Defendants, or of Settling Defendants' contractors, that delays or prevents the performance of any obligation under this Consent Decree despite Settling Defendants' best efforts to fulfill the obligation. The requirement that the Settling Defendants exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any potential force majeure event (1) as it is occurring and (2) following the potential force majeure event, such that the delay is minimized to the greatest extent possible. "Force Majeure" does not include financial inability to complete the Work or a failure to attain the Performance Standards.

71. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Decree, whether or not caused by a force majeure event, the Settling Defendants shall notify orally EPA's Project Coordinator or, in his or her absence, EPA's Alternate Project Coordinator or, in the event both of EPA's designated representatives are unavailable, the Director of the Office of Site Remediation & Restoration, EPA Region 1, within 24 hours of when Settling Defendants first knew that the event might cause a delay. Settling Defendants also shall notify orally the State's Project Coordinator, or in his or her absence, the Director of the Remediation Division within CTDEP's Bureau of Water Protection and Land Reuse, within 48-hours of when Settling Defendants first knew that the event might cause a delay. Within five business days thereafter, Settling Defendants shall provide in writing to EPA and the State an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of

the delay; the Settling Defendants' rationale for attributing such delay to a force majeure event if they intend to assert such a claim; and a statement as to whether, in the opinion of the Settling Defendants, such event may cause or contribute to an endangerment to public health, welfare or the environment. The Settling Defendants shall include with any notice all available documentation supporting their claim that the delay was attributable to a force majeure. Failure to comply with the above requirements shall preclude Settling Defendants from asserting any claim of force majeure for that event for the period of time of such failure to comply, and for any additional delay caused by such failure. Settling Defendants shall be deemed to know of any circumstance of which Settling Defendants, any entity controlled by Settling Defendants, or Settling Defendants' contractors knew or should have known.

72. If EPA, after a reasonable opportunity for review and comment by the State, agrees that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Consent Decree that are affected by the force majeure event will be extended by EPA, after a reasonable opportunity for review and comment by the State, for such time as is necessary to complete those obligations, and the resulting delay shall not be deemed to be a violation of this Consent Decree. An extension of the time for performance of the obligations affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation. If EPA, after a reasonable opportunity for review and comment by the State, does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, EPA will notify the Settling Defendants in writing of its decision. If EPA, after a reasonable opportunity for review and comment by the State, agrees that the delay is attributable to a force majeure event, EPA will notify the Settling Defendants in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

73. If the Settling Defendants elect to invoke the dispute resolution procedures set forth in Section XIX (Dispute Resolution), they shall do so no later than 15 days after receipt of EPA's notice denying the applicability of force majeure. In any such proceeding, Settling Defendants shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Settling Defendants complied with the requirements of Paragraphs 70 and 71, above. If Settling Defendants carry this burden, the delay at issue shall be deemed not to be a violation by Settling Defendants of the affected obligation of this Consent Decree identified to EPA and the Court.

XIX. DISPUTE RESOLUTION

74. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes between EPA and Settling Defendants or between the State and Settling Defendants arising under or with respect to this Consent Decree. The procedures for resolution of disputes which involve EPA are governed by Paragraphs 75 to 79. The State may participate in such dispute resolution proceedings to the extent specified in Paragraphs 75 through 79. Disputes exclusively between the State and Settling Defendants are governed by Paragraph 80. However, the procedures set forth in this Section shall not apply to actions by the United States or the State to enforce

obligations of the Settling Defendants that have not been disputed in accordance with this Section.

75. Any dispute which arises under or with respect to this Consent Decree shall in the first instance be the subject of informal negotiations between the parties to the dispute. The period for informal negotiations shall not exceed 20 days from the time the dispute arises, unless it is modified by written agreement of the parties to the dispute. The dispute shall be considered to have arisen when one party sends the other parties a written Notice of Dispute.

76. Statements of Position.

a. In the event that the parties cannot resolve a dispute by informal negotiations under the preceding Paragraph, then the position advanced by EPA shall be considered binding unless, within 14 days after the conclusion of the informal negotiation period, Settling Defendants invoke the formal dispute resolution procedures of this Section by serving on the United States and the State a written Statement of Position on the matter in dispute, including, but not limited to, any factual data, analysis or opinion supporting that position and any supporting documentation relied upon by the Settling Defendants. The Statement of Position shall specify the Settling Defendants' position as to whether formal dispute resolution should proceed under Paragraph 77 or Paragraph 78.

b. Within 21 days after receipt of Settling Defendants' Statement of Position, EPA, after reasonable opportunity for review and comment by the State, will serve on Settling Defendants its Statement of Position, including, but not limited to, any factual data, analysis, or opinion supporting that position and all supporting documentation relied upon by EPA. The State, after reasonable opportunity for review and comment by EPA, may also serve a Statement of Position within the 21-day time limit set forth above in this Paragraph. EPA's Statement of Position shall include a statement as to whether formal dispute resolution should proceed under Paragraph 77 or 78. Within 14 days after receipt of EPA's Statement of Position, Settling Defendants may submit a Reply.

c. If there is disagreement between EPA and the Settling Defendants as to whether dispute resolution should proceed under Paragraph 77 or 78, the parties to the dispute shall follow the procedures set forth in the paragraph determined by EPA to be applicable. However, if the Settling Defendants ultimately appeal to the Court to resolve the dispute, the Court shall determine which paragraph is applicable in accordance with the standards of applicability set forth in Paragraphs 77 and 78.

77. Formal dispute resolution for disputes pertaining to the selection or adequacy of any response action and all other disputes that are accorded review on the administrative record under applicable principles of administrative law shall be conducted pursuant to the procedures set forth in this Paragraph. For purposes of this Paragraph, the adequacy of any response action includes, without limitation: (1) the adequacy or appropriateness of plans, procedures to implement plans, or any other items requiring approval by EPA under this Consent Decree; and (2) the adequacy of the performance of response actions taken pursuant to this Consent Decree. Nothing in this Consent Decree shall be construed to allow any dispute by Settling Defendants regarding the validity of the ROD's provisions.

a. An administrative record of the dispute shall be maintained by EPA and shall contain all statements of position, including supporting documentation, submitted pursuant to this Section. Where appropriate, EPA may allow submission of supplemental statements of position by the Settling Defendants, EPA or the State.

b. The Director of the Office of Site Remediation & Restoration, EPA Region 1, will issue, after reasonable opportunity for review and comment by the State, a final administrative decision resolving the dispute based on the administrative record described in Paragraph 77.a. This decision shall be binding upon the Settling Defendants, subject only to the right to seek judicial review pursuant to Paragraphs 77.c and d.

c. Any administrative decision made by EPA pursuant to Paragraph 77.b. shall be reviewable by this Court, provided that a motion for judicial review of the decision is filed by the Settling Defendants with the Court and served on all Parties within 20 days of receipt of EPA's decision. The motion shall include a description of the matter in dispute, the efforts made by the parties to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of this Consent Decree. The United States may file a response to Settling Defendants' motion.

d. In proceedings on any dispute governed by this Paragraph, Settling Defendants shall have the burden of demonstrating that the decision of the Director of the Office of Site Remediation & Restoration is arbitrary and capricious or otherwise not in accordance with law. Judicial review of EPA's decision shall be on the administrative record compiled pursuant to Paragraph 77.a.

78. Formal dispute resolution for disputes that neither pertain to the selection or adequacy of any response action nor are otherwise accorded review on the administrative record under applicable principles of administrative law, shall be governed by this Paragraph.

a. Following receipt of Settling Defendants' Statement of Position submitted pursuant to Paragraph 76, the Director of the Office of Site Remediation & Restoration, EPA Region 1, after reasonable opportunity for review and comment by the State, will issue a final decision resolving the dispute. The decision of the Director of the Office of Site Remediation & Restoration shall be binding on the Settling Defendants unless, within 20 days of receipt of the decision, the Settling Defendants file with the Court and serve on the parties a motion for judicial review of the decision setting forth the matter in dispute, the efforts made by the parties to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of the Consent Decree. The United States may file a response to Settling Defendants' motion.

b. Notwithstanding Paragraph M of Section I (Background), judicial review of any dispute governed by this Paragraph shall be governed by applicable principles of law.

79. The invocation of formal dispute resolution procedures under this Section shall not extend, postpone or affect in any way any obligation of the Settling Defendants under this Consent Decree, not directly in dispute, unless EPA, after reasonable opportunity for review and comment by the State, or the Court agrees otherwise. Stipulated penalties with respect to the disputed matter shall continue to accrue but payment shall be stayed pending resolution of the dispute as provided in Paragraph 89. Notwithstanding the stay of payment, stipulated penalties

shall accrue from the first day of noncompliance with any applicable provision of this Consent Decree. In the event that the Settling Defendants do not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section XX (Stipulated Penalties).

80. Disputes Solely Between the State and Settling Defendants. Disputes arising under the Consent Decree between the State and Settling Defendants that relate to State Future Response Costs, State Oversight Costs, assessment of stipulated penalties by the State, and the adequacy of access and institutional controls for which CTDEP has accepted any interest, shall be governed in the following manner. The procedures for resolving the disputes mentioned in this Paragraph shall be the same as provided for in Paragraphs 75 to 79, except that each reference to EPA shall read as a reference to CTDEP, each reference to the Director of the Office of Site Remediation & Restoration, EPA Region 1, shall be read as a reference to Director of Permitting, Enforcement, Remediation Division, CTDEP, and each reference to the United States shall be read as a reference to the State.

XX. STIPULATED PENALTIES

81. Settling Defendants shall be liable for stipulated penalties in the amounts set forth in Paragraphs 82 and 83 to the United States and the State for failure to comply with the requirements of this Consent Decree specified below following the Effective Date, unless excused under Section XVIII (Force Majeure) or by resolution through use of Dispute Resolution (Section XIX) in Settling Defendants' favor. The Settling Defendants shall pay 90% of stipulated penalties to the United States, and shall pay 10% of stipulated penalties to the State in accordance with the requirements of Paragraph 87. "Compliance" by Settling Defendants shall include completion of the activities under this Consent Decree or any work plan or other plan approved under this Consent Decree identified below in accordance with all applicable requirements of law, this Consent Decree, the SOW, and any plans or other documents approved by EPA or the State for the obligations specified in Paragraph 90, pursuant to this Consent Decree and within the specified time schedules established by and approved under this Consent Decree.

82. The following stipulated penalties shall accrue per violation per day for any noncompliance except those identified in Paragraph 83:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$ 2,000	1st through 14th day
\$ 5,000	15th through 30th day
\$ 7,500	31st day and beyond

83. The following stipulated penalties shall accrue per violation per day for failure to submit timely or adequate reports pursuant to Paragraph 32, Section X of the Consent Decree:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$ 500	1st through 14th day
\$ 1,000	15th through 30th day
\$ 2,500	31st day and beyond

84. In the event that EPA assumes performance of a portion or all of the Work pursuant to Paragraph 105 of Section XXI (Covenants Not to Sue by Plaintiffs), Settling Defendants shall be liable for a stipulated penalty in the amount of \$1,000,000.

85. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. However, stipulated penalties shall not accrue: (1) with respect to a deficient submission under Section XI (EPA Approval of Plans and Other Submissions), during the period, if any, beginning on the 31st day after EPA's receipt of such submission until the date that EPA notifies Settling Defendants of any deficiency; (2) with respect to a decision by the Director of the Office of Site Remediation & Restoration, EPA Region 1, under Paragraphs 77.b or 78.a of Section XIX (Dispute Resolution), during the period, if any, beginning on the 21st day after the date that Settling Defendants' reply to EPA's Statement of Position is received until the date that the Director issues a final decision regarding such dispute; or (3) with respect to judicial review by this Court of any dispute under Section XIX (Dispute Resolution), during the period, if any, beginning on the 31st day after the Court's receipt of the final submission regarding the dispute until the date that the Court issues a final decision regarding such dispute. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

86. Following EPA's determination, after a reasonable opportunity for review and comment by the State, that Settling Defendants have failed to comply with a requirement of this Consent Decree, EPA may give Settling Defendants written notification of the same and describe the noncompliance. EPA, or EPA and the State jointly, may send the Settling Defendants a written demand for the payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether EPA, or the State for the violations specified below in Paragraph 90 of this Section, has notified the Settling Defendants of a violation.

87. All penalties accruing under this Section shall be due and payable to the United States and/or the State within 30 days of the Settling Defendants' receipt from EPA of a demand for payment of the penalties, or the State for the obligations specified below in Paragraph 90 of this Section, unless Settling Defendants invoke the Dispute Resolution procedures under Section XIX (Dispute Resolution). All payments to the United States under this Section shall be paid by certified or cashier's check(s) made payable to "EPA Hazardous Substances Superfund," shall be mailed to U.S. Environmental Protection Agency, Superfund Payments, Cincinnati Finance Center, P.O. Box 979076, St. Louis, MO 63197-9000, shall indicate that the payment is for stipulated penalties, and shall reference the EPA Region and Site/Spill ID # 01-08, the DOJ Case Number 90-7-1-23/6, and the name and address of the party making payment. All payments to the State under this Section shall be made payable to "Treasurer, State of Connecticut" and shall be mailed to the undersigned counsel for the State at the Office of the Attorney General, 55 Elm Street, Hartford, CT 06106. Copies of check(s) paid pursuant to this Section, and any accompanying transmittal letter(s), shall be sent to the United States and to the State as provided in Section XXVI (Notices and Submissions), and (for payments to the United States) to EPA's Cincinnati Financial Office, 26 Martin Luther King Drive, Cincinnati, Ohio 45268.

88. The payment of penalties shall not alter in any way Settling Defendants' obligation to complete the performance of the Work required under this Consent Decree.

89. Penalties shall continue to accrue as provided in Paragraph 85 during any dispute resolution period, but need not be paid until the following:

a. If the dispute is resolved by agreement or by a decision of EPA that is not appealed to this Court, accrued penalties determined to be owing shall be paid to EPA and the State within 15 days of the agreement or the receipt of EPA's decision or order;

b. If the dispute is appealed to this Court and the United States prevails in whole or in part, Settling Defendants shall pay all accrued penalties determined by the Court to be owed to EPA and the State within 60 days of receipt of the Court's decision or order, except as provided in Subparagraph c below;

c. If the District Court's decision is appealed by any Party, Settling Defendants shall pay all accrued penalties determined by the District Court to be owing to the United States or the State into an interest-bearing escrow account within 60 days of receipt of the Court's decision or order. Penalties shall be paid into this account as they continue to accrue, at least every 60 days. Within 15 days of receipt of the final appellate court decision, the escrow agent shall pay the balance of the account to EPA and the State or to Settling Defendants to the extent that they prevail.

90. State Assessment of Stipulated Penalties. Assessment of stipulated penalties by the State shall be governed in the following manner. Following the State's determination that Settling Defendants have failed to pay State Future Response Costs or State Oversight Costs as required by Section XVIII (Reimbursement of Response Costs), have failed to submit payment to the State as required under Paragraph 64, have failed to timely submit deliverables to the State, have failed to timely provide such written or oral notices to the State as are required by this Consent Decree, or have violated any Institutional Controls established pursuant to this Consent Decree for which CTDEP, at the time of such violation, has accepted any interest therein, the State may, after reasonable opportunity for review and comment by EPA, give Settling Defendants written notification of the same and describe the noncompliance. The provisions for liability, assessment and payment of the stipulated penalties referenced in this Paragraph shall be the same as provided in Paragraphs 81 to 89, except that in Paragraph 86 excluding the last sentence of that Paragraph, and in Paragraph 89, each reference to EPA shall read as a reference to CTDEP, each reference to the United States shall be read as a reference to the State, each reference to the State shall be read as a reference to the United States, and each reference to the State's reasonable opportunity to review and comment shall read as EPA's reasonable opportunity for review and comment. For penalties assessed under this Paragraph, the Settling Defendants shall pay 90% to the State, and shall pay 10% to the United States in accordance with the requirements of Paragraph 87 of this Section.

91. If Settling Defendants fail to pay stipulated penalties when due, the United States or the State may institute proceedings to collect the penalties, as well as interest. Settling Defendants shall pay interest on the unpaid balance, which shall begin to accrue on the date of demand made pursuant to Paragraph 87. Interest on any unpaid balance due to the United States shall accrue at the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607. Interest on any unpaid balance due to the State shall accrue at the rate of 10% pursuant to Conn. Gen. Stat. 37-3a.

92. Nothing in this Consent Decree shall be construed as prohibiting, altering, or in any way limiting the ability of the United States or the State to seek any other remedies or sanctions available by virtue of Settling Defendants' violation of this Decree or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Section 122(l) of CERCLA, provided, however, that the United States shall not seek civil penalties pursuant to Section 122(l) of CERCLA for any violation for which a stipulated penalty is provided herein, except in the case of a willful violation of the Consent Decree.

93. Notwithstanding any other provision of this Section, the United States or the State may, in their unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Consent Decree.

XXI. COVENANTS NOT TO SUE BY PLAINTIFFS

94. In consideration of the actions that will be performed and the payments that will be made by the Settling Defendants under the terms of the Consent Decree, and except as specifically provided in Paragraphs 95, 96, 102 and 104, the United States covenants not to sue or to take administrative action against Settling Defendants pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607, or Section 7003 of RCRA, 42 U.S.C. § 6973, relating to the Site, including Natural Resource Damages and all obligations under the Consent Orders. Except with respect to future liability, these covenants not to sue shall take effect upon the receipt by EPA of the payments required by Paragraph 58.a of Section XVI (Payments for Response Costs). With respect to future liability, these covenants not to sue shall take effect upon Certification of Completion of Remedial Action by EPA pursuant to Paragraph 54.b of Section XIV (Certification of Completion). These covenants not to sue are conditioned upon the satisfactory performance by Settling Defendants of their obligations under this Consent Decree. These covenants not to sue extend only to the Settling Defendants and do not extend to any other person.

95. United States' Pre-certification Reservations. Notwithstanding any other provision of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action, or to issue an administrative order seeking to compel Settling Defendants, to perform further response actions relating to the Site, or to reimburse the United States for additional costs of response if, (a) prior to Certification of Completion of the Remedial Action (i) conditions at the Site, previously unknown to EPA, are discovered, or (ii) information, previously unknown to EPA, is received, in whole or in part, and (b) EPA determines that these previously unknown conditions or information together with any other relevant information indicates that the Remedial Action is not protective of human health or the environment.

96. United States' Post-certification Reservations. Notwithstanding any other provision of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action, or to issue an administrative order seeking to compel Settling Defendants, to perform further response actions relating to the Site, or to reimburse the United States for additional costs of response if, (a) subsequent to Certification of Completion of the Remedial Action (i) conditions at the Site, previously unknown to EPA, are discovered, or (ii) information, previously unknown to EPA, is received, in whole or in part, and (b) EPA determines that these previously unknown conditions

or this information together with other relevant information indicate that the Remedial Action is not protective of human health or the environment.

97. For purposes of Paragraph 95, the information and the conditions known to EPA shall include only that information and those conditions known to EPA as of the date the ROD was signed and set forth in the ROD and the administrative record supporting the ROD, as well as that information and those conditions known to EPA as set forth in the Non-Time Critical Removal Action No. 1 and 2 Annual Demonstration of Compliance Reports submitted to EPA prior to the date of lodging of this Consent Decree. For purposes of Paragraph 96, the information and the conditions known to EPA shall include only that information and those conditions known to EPA as of the date of Certification of Completion of the Remedial Action and set forth in the Record of Decision, the administrative record supporting the Record of Decision, the post-ROD administrative record, or in any information received by EPA pursuant to the requirements of this Consent Decree prior to Certification of Completion of the Remedial Action.

98. State's Covenant Not to Sue the Settling Defendants. In consideration of the actions that will be performed and the payments that will be made by the Settling Defendants under the terms of the Consent Decree, and except as specifically provided in Paragraph 104, the State covenants not to sue or to take administrative action against Settling Defendants pursuant to Sections 107(a) of CERCLA, Conn. Gen. Stat. §§ 22a-432, 22a-451, 22a-6a, and 22a-14 through 22a-20, inclusive, relating to the Site, including Natural Resource Damages. These covenants not to sue shall take effect upon receipt of the payment required by Paragraph 64. These covenants are conditioned upon the satisfactory performance by the Settling Defendants of their obligations under this Consent Decree. These covenants not to sue extend only to the Settling Defendants and do not extend to any other person.

99. State's Pre-Certification Reservations. Notwithstanding any other provisions of this Consent Decree, the State on behalf of CTDEP, reserves, and this Consent Decree is without prejudice to, any right jointly with, or separately from, the United States to institute proceedings in this action or in a new action under Section 107 of CERCLA, 42 U.S.C. § 9607, or under any applicable State law, including but not limited to, Conn. Gen. Stat. §§ 22a-432, 22a-451, 22a-6a, and 22a-14 through 22a-20, inclusive, seeking to compel all or any of the Settling Defendants (1) to perform other response actions at the Site, or (2) to reimburse the State for additional response costs for response actions at the Site, to the extent that EPA has determined that such response actions required under (1) and (2) above in this Paragraph will not significantly delay or be inconsistent with the Remedial Action, if, prior to Certification of Completion of the Remedial Action:

- (i) conditions at the Site, previously unknown to the State, are discovered or become known to the State, or
- (ii) information previously unknown to the State is received by the State, in whole or in part,

and the CTDEP determines, under any applicable State law, including, but not limited to, Conn. Gen. Stat. §§ 22a-432, 22a-451, 22a-6a, and 22a-14 through 22a-20, inclusive, based on these previously unknown conditions or this information together with any other relevant information that the response actions taken are not protective of health, safety, public welfare or the

environment. The United States reserves all rights it may have under applicable law, to oppose any determinations made or any actions taken, ordered or proposed by the State pursuant to this Paragraph.

100. State's Post-Certification Reservations. Notwithstanding any other provision of this Consent Decree, the State, on behalf of CTDEP, reserves, and this Consent Decree is without prejudice to, the right jointly with, or separately from, the United States to institute proceedings in this action or in a new action under Section 107 of CERCLA, 42 U.S.C. § 9607, or under any applicable State law, including but not limited to, Conn. Gen. Stat. §§ 22a-432, 22a-451, 22a-6a, and 22a-14 through 22a-20, inclusive, seeking to compel all or any of the Settling Defendants (1) to perform other response actions at the Site, or (2) to reimburse the State for additional response costs for response actions at the Site, to the extent that EPA has determined that such response actions required under (1) and (2) above in this Paragraph will not significantly delay or be inconsistent with the Remedial Action, if, subsequent to Certification of Completion of Remedial Action:

- (i) conditions at the Site, previously unknown to the State, are discovered or become known to the State after the Certification of Completion, or
- (ii) information previously unknown to the State is received by the State, in whole or in part, after the Certification of Completion,

and the CTDEP determines, under any applicable State law, including, but not limited to, Conn. Gen. Stat. §§ 22a-432, 22a-451, 22a-6a, and 22a-14 through 22a-20, inclusive, based on these previously unknown conditions or this information together with any other relevant information that the response actions taken are not protective of health, safety, public welfare or the environment. The United States reserves all rights it may have under applicable law, to oppose any determinations made or any actions taken, ordered or proposed by the State pursuant to this Paragraph.

101. For purposes of Paragraph 99, the information and the conditions known to the State shall include only that information and those conditions known to the State as of the date the ROD was signed and set forth in the ROD and the administrative record supporting the ROD, as well as that information and those conditions known to the State as set forth in the Non-Time Critical Removal Action No. 1 and 2 Annual Demonstration of Compliance Reports submitted to the State prior to the date of lodging of this Consent Decree. For purposes of Paragraph 100, the information and the conditions known to the State shall include only that information and those conditions known to the State as of the date of Certification of Completion of the Remedial Action and set forth in the ROD, the administrative record supporting the ROD, the post-ROD administrative record, or in any information received by the State pursuant to the requirements of this Consent Decree prior to Certification of Completion of the Remedial Action.

102. Notwithstanding any other provision of this Consent Judgment, the United States and the State reserve, and this Consent Decree is without prejudice to, the right to institute civil or administrative proceedings, as applicable, against Settling Defendants in this action or in a new action, seeking recovery of Natural Resource Damages, including costs of damage assessment, under Section 107 of CERCLA, if, after the Effective Date:

a. conditions at the Site, previously unknown to the NR Trustees, are discovered and are found to result in releases of hazardous substances that contribute to injury to, destruction of, or loss of Natural Resources; or

b. information previously unknown to the NR Trustees is received, and the United States or the State determines that the new information together with other relevant information indicate that releases of hazardous substances at the Site have resulted in injury to, destruction of, or loss of Natural Resources of a type that was unknown to the NR Trustees as of the date of lodging of the Consent Decree.

103. For purposes of the preceding Paragraph, the information and conditions known to the NR Trustees shall include only the information and conditions (a) known to the NR Trustees as of the date of lodging of this Consent Decree and (b) set forth in (i) the administrative record as of the date of lodging of this Consent Decree or (ii) the Non-Time Critical Removal Action No. 1 and 2 Annual Demonstration of Compliance Reports submitted to the EPA and the State prior to the date of lodging of this Consent Decree.

104. General reservations of rights. The United States and the State reserve, and this Consent Decree is without prejudice to, all rights against Settling Defendants, with respect to all matters not expressly included within Plaintiffs' covenants not to sue. Notwithstanding any other provision of this Consent Decree, the United States and the State reserve all rights against Settling Defendants with respect to:

a. claims based on a failure by Settling Defendants to meet a requirement of this Consent Decree;

b. liability arising from the past, present, or future disposal, release, or threat of release of Waste Material outside of the Site;

c. liability based upon the Settling Defendants' ownership or operation of the Site, or upon the Settling Defendants' transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal of Waste Material at or in connection with the Site, other than as provided in the ROD, the Work, or otherwise ordered by EPA, after signature of this Consent Decree by the Settling Defendants;

d. criminal liability;

e. liability for violations of federal or state law which occur during or after implementation of the Remedial Action; and

f. liability, prior to Certification of Completion of the Remedial Action, for additional response actions that EPA determines are necessary to achieve Performance Standards, but that cannot be required pursuant to Paragraph 14 (Modification of the SOW or Related Work Plans).

105. Work Takeover.

a. In the event EPA determines that Settling Defendants have (i) ceased implementation of any portion of the Work, or (ii) are seriously or repeatedly deficient or late in their performance of the Work, or (iii) are implementing the Work in a manner which may cause an endangerment to human health or the environment, EPA may issue a written notice ("Work

Takeover Notice”) to the Settling Defendants. Any Work Takeover Notice issued by EPA will specify the grounds upon which such notice was issued and will provide Settling Defendants a period of ten days within which to remedy the circumstances giving rise to EPA’s issuance of such notice.

b. If, after expiration of the ten-day notice period specified in the previous Paragraph, Settling Defendants have not remedied to EPA’s satisfaction the circumstances giving rise to EPA’s issuance of the relevant Work Takeover Notice, EPA may at any time thereafter assume the performance of all or any portions of the Work as EPA deems necessary (“Work Takeover”). EPA shall notify Settling Defendants in writing (which writing may be electronic) if EPA determines that implementation of a Work Takeover is warranted under this Paragraph.

c. Settling Defendants may invoke the procedures set forth in Section XIX (Dispute Resolution), Paragraph 77, to dispute EPA’s implementation of a Work Takeover under the previous Paragraph. However, notwithstanding Settling Defendants’ invocation of such dispute resolution procedures, and during the pendency of any such dispute, EPA may in its sole discretion commence and continue a Work Takeover under the previous Paragraph until the earlier of (i) the date that Settling Defendants remedy, to EPA’s satisfaction, the circumstances giving rise to EPA’s issuance of the relevant Work Takeover Notice or (ii) the date that a final decision is rendered in accordance with Section XIX (Dispute Resolution), Paragraph 77.b, requiring EPA to terminate such Work Takeover.

d. After commencement and for the duration of any Work Takeover, EPA shall have immediate access to and benefit of any financial assurance(s) provided pursuant to Section XIII, in accordance with the provisions of that Section. If and to the extent that EPA is unable to secure the resources provided under any such financial assurance(s) and the Settling Defendants fail to remit a cash amount up to but not exceeding the estimated cost of the remaining Work to be performed, any unreimbursed costs incurred by EPA in performing Work under the Work Takeover shall be considered U.S. Future Response Costs that Settling Defendants shall pay pursuant to Section XVI (Payment for Response Costs).

106. Notwithstanding any other provision of this Consent Decree, the United States and the State retain all authority and reserve all rights to take any and all response actions authorized by law.

XXII. COVENANTS BY SETTLING DEFENDANTS.

107. Subject to the reservations in Paragraph 108, Settling Defendants hereby covenant not to sue and agree not to assert any claims or causes of action against the United States or the State with respect to the Site or this Consent Decree, including, but not limited to:

- a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through CERCLA Sections 106(b)(2), 107, 111, 112, 113 or any other provision of law;
- b. any claims against the United States, including any department, agency or instrumentality of the United States under CERCLA Sections 107 or 113 related to the Site, or
- c. any claims arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Connecticut State Constitution, the

Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law.

d. any claim against the State, including any department, agency or instrumentality of the State, under Conn. Gen. Stat. §22a-452, related to the Site.

Except as provided in Paragraph 110 (Waiver of Claims Against *De Minimis* Parties) and Paragraph 115 (Waiver of Claim-Splitting Defenses), these covenants not to sue shall not apply in the event that the United States or the State brings a cause of action or issues an order pursuant to the reservations set forth in Paragraphs 95, 96, 99, 100, 102, 104(b) - (c) or 104(f), but only to the extent that Settling Defendants' claims arise from the same response action, response costs, or damages that the United States or the State is seeking pursuant to the applicable reservation.

108. The Settling Defendants reserve, and this Consent Decree is without prejudice to claims against the United States, subject to the provisions of Chapter 171 of Title 28 of the United States Code, for money damages for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his office or employment under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. However, any such claim shall not include a claim for any damages caused, in whole or in part, by the act or omission of any person, including any contractor, who is not a federal employee as that term is defined in 28 U.S.C. § 2671; nor shall any such claim include a claim based on EPA's selection of response actions, or the oversight or approval of the Settling Defendants' plans or activities. The foregoing applies only to claims which are brought pursuant to any statute other than CERCLA and for which the waiver of sovereign immunity is found in a statute other than CERCLA.

109. Nothing in this Consent Decree shall be deemed to constitute 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).

110. Settling Defendants agree not to assert any claims and to waive all claims or causes of action that they may have for all matters relating to the Site, including, but not limited to, claims or causes of action under Sections 107(a)(4)(B) and 113(f) of CERCLA against any person that has entered into a final CERCLA § 122(g) *de minimis* settlement with EPA with respect to the Site as of the Effective Date. This waiver shall not apply with respect to any defense, claim, or cause of action that a Settling Defendant may have against any person if such person asserts a claim or cause of action relating to the Site against such Settling Defendant. This waiver also shall not apply to any contractual claim in the nature of indemnification from such person or for reimbursement from an insurance carrier.

XXIII. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION

111. Except as provided in Paragraph 110 (Waiver of Claims Against *De Minimis* Parties), 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 preceding sentence shall not be construed to waive or nullify any rights that any person not a signatory to this decree may have under applicable law. Except as provided in Paragraph 110 (Waiver of Claims Against *De Minimis* Parties), each of the Parties expressly reserves any and all rights (including, but not

limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

112. The Parties agree, and by entering this Consent Decree this Court finds, that the Settling Defendants are entitled, as of the Effective Date, to protection from contribution actions or claims as provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2) for matters addressed in this Consent Decree. The “matters addressed” in this Consent Decree are (a) all response actions taken or to be taken and all response costs incurred or to be incurred by the United States, the State or any other person with respect to the Site, and (b) Natural Resource Damages. In addition, the Parties agree, and by entering this Consent Decree this Court finds, that each Settling Defendant is entitled to any applicable provisions of Connecticut law governing contribution protection with respect to any claim that otherwise might be asserted against them under Connecticut law. The “matters addressed” in this settlement do not include those response costs or response actions as to which the United States or the State has reserved its rights under this Consent Decree (except for claims for failure to comply with this Decree), in the event that the United States or the State asserts rights against Settling Defendants coming within the scope of such reservations. Notwithstanding any provision of this Consent Decree, Settling Defendants Invitrogen Corporation and Akzo Nobel Coatings Inc. reserve their respective rights to litigate any and all claims against each other regarding alleged liability and related matters associated with waste volumes generated by Dexter Corporation, the Dexter Related Parties, and/or their affiliates or predecessors that were allegedly disposed of at the Site.

113. The Settling Defendants agree that with respect to any suit or claim for contribution brought by them for matters related to this Consent Decree, except for claims between or among Invitrogen Corporation and Akzo Nobel Coatings, Inc., they will notify the United States and the State in writing no later than 60 days prior to the initiation of such suit or claim.

114. The Settling Defendants also agree that with respect to any suit or claim for contribution brought against them for matters related to this Consent Decree, except for claims between or among Invitrogen Corporation and Akzo Nobel Coatings, Inc., they will notify in writing the United States and the State within ten days of service of the complaint on them. In addition, except for claims between or among Invitrogen Corporation and Akzo Nobel Coatings, Inc., Settling Defendants shall notify the United States and the State within ten days of service or receipt of any Motion for Summary Judgment and within ten days of receipt of any order from a court setting a case for trial.

115. In any subsequent administrative or judicial proceeding initiated by the United States or the State for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site, Settling Defendants 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 or the State 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 covenants not to sue set forth in Section XXI (Covenants Not to Sue by Plaintiffs).

XXIV. ACCESS TO INFORMATION

116. Settling Defendants shall provide to EPA and the State, upon request, copies of all documents and information within their 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 Work. Settling Defendants shall also make available to EPA and the State, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

117. Business Confidential and Privileged Documents.

a. Settling Defendants may assert business confidentiality claims covering part or all of the documents or information submitted to Plaintiffs 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). Documents or information determined to be confidential by EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies documents or information when they are submitted to EPA and the State, or if EPA has notified Settling Defendants that the documents or information 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 documents or information without further notice to Settling Defendants.

b. The Settling Defendants may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Settling Defendants assert such a privilege in lieu of providing documents, they shall provide the Plaintiffs with the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the contents of the document, record, or information; and (6) the privilege asserted by Settling Defendants. However, no documents, reports or other information created or generated pursuant to the requirements of the Consent Decree shall be withheld on the grounds that they are privileged.

118. 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.

XXV. RETENTION OF RECORDS

119. Until ten years after the Settling Defendants' receipt of EPA's notification pursuant to Paragraph 55.b of Section XIV (Certification of Completion of the Work), each Settling Defendant shall preserve and retain all non-identical copies of records and documents (including records or documents in electronic form) now in its possession or control or which come into its possession or control that relates to its or its predecessors' arrangement for disposal at the Site, provided, however, that Settling Defendants who are potentially liable as owners or operators of the Site must retain, in addition, all documents and records that relate to the liability

of any other person under CERCLA with respect to the Site. Each Settling Defendant must also retain, and instruct its contractors and agents to preserve, for the same period of time specified above all non-identical copies of the last draft or final version of any documents or records (including documents or records in electronic form) now in its possession or control or which come into its possession or control that relate in any manner to the performance of the Work, provided, however, that each Settling Defendant shall require its contractors and agents to retain, in addition, copies of all data generated during the performance of the Work and not contained in the aforementioned documents required to be retained. Each of the above record retention requirements shall apply regardless of any corporate retention policy to the contrary.

120. At the conclusion of this document retention period, Settling Defendants shall notify the United States and the State at least 90 days prior to the destruction of any such records or documents, and, upon request by the United States or the State, Settling Defendants shall deliver any such records or documents to EPA or the State. The Settling Defendants may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Settling Defendants assert such a privilege, they shall provide the Plaintiffs with the following: (a) the title of the document, record, or information; (b) the date of the document, record, or information; (c) the name and title of the author of the document, record, or information; (d) the name and title of each addressee and recipient; (e) a description of the subject of the document, record, or information; and (f) the privilege asserted by Settling Defendants. However, no documents, reports or other information created or generated pursuant to the requirements of the Consent Decree shall be withheld on the grounds that they are privileged.

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

122. Settling Defendants may establish a document and data storage repository ("Record Repository") in a form and at a location acceptable to EPA. Settling Defendants shall ensure that the Record Repository maintains and secures all stored records and organizes all records in a manner that enables retrieval of all records submitted by each Settling Defendant. Notwithstanding any other obligation set forth in this Section XXV and subject to their ability to assert claims of privilege as provided above, any Settling Defendant, other than a Settling Defendant that is potentially liable on the date of entry as an owner or operator of the Site, and any contractor or agent of a Settling Defendant, other than a Settling Defendant that is potentially liable as of the Effective Date as an owner or operator of the Site, may comply with its obligations under this Section XXV to retain records that relate to its or its predecessors' arrangement for disposal at the Site by taking the following steps:

a. The Settling Defendant or contractor or agent of a Settling Defendant shall execute a certification containing the language of the first sentence of Paragraph 119.

b. The Settling Defendant shall certify that it has sent originals or copies of all non-identical copies of records and documents (including records or documents in electronic form) then in its possession or control that relates to its or its predecessors' arrangement for disposal at the Site to the Record Repository.

c. The contractor or agent of a Settling Defendant shall certify that it has sent originals or copies of all non-identical copies of records and documents (including records or documents in electronic form) then in its possession or control that relates to its client's or principal's arrangement for disposal at the Site to the Record Repository.

XXVI. NOTICES AND SUBMISSIONS

123. Whenever, under the terms of this Consent Decree, written notice is required to be given or a report or other 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 other Parties in writing. All notices and submissions shall be considered effective upon receipt, unless otherwise provided. 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, the State, and the Settling Defendants, respectively.

As to the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Re: DJ #90-7-1-23/6

and

James T. Owens, III,
Director
Office of Site Remediation & Restoration
U.S. Environmental Protection Agency
Region 1
One Congress Street, Suite 1100 (HIO)
Boston, MA 02114-2023

As to EPA:

Karen Lumino
EPA Project Coordinator
U.S. Environmental Protection Agency
Region 1
One Congress Street, Suite 1100 (HBT)
Boston, MA 02114-2023

As to the Regional Financial Management
Officer:

David Tornstrom
U.S. EPA Region 1
One Congress Street, Suite 1100 (MCO)
Boston, MA 02114-2023

As to the Regional Financial Assurance
Specialist:

John L. Shanahan, Jr.
Section Chief
Search and Cost Recovery Section
EPA Region I
One Congress Street, Suite 1100 (HBS)
Boston, MA 02114-2023

As to the State :

Martin Beskind
State Project Coordinator
Connecticut Department of Environmental
Protection
Bureau of Water Protection and Land Reuse
Remediation Division
79 Elm Street
Hartford, CT 06106

As to the Settling Defendants:

Robert Kirsch
Wilmer Cutler Pickering Hale & Dorr LLP
60 State Street
Boston, MA 02109

with a copy to:

R. Thomas Dorsey
de maximis, inc.
450 Montbrook Lane
Knoxville, TN 37919-2705

XXVII. EFFECTIVE DATE

124. The Effective Date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court, or a motion to enter the Consent Decree is granted, whichever occurs first, as recorded on the Court's docket.

XXVIII. RETENTION OF JURISDICTION

125. This Court retains jurisdiction over both the subject matter of this Consent Decree and the Settling Defendants for the duration of the performance of the terms and provisions of this Consent Decree for the purpose of enabling any of the Parties to apply to the Court at any time for such further order, direction, and relief as may be necessary or appropriate for the construction or modification of this Consent Decree, or to effectuate or enforce compliance with its terms, or to resolve disputes in accordance with Section XIX (Dispute Resolution) hereof.

XXIX. APPENDICES

126. The following appendices are attached to and incorporated into this Consent Decree:

“Appendix A” is the ROD.

“Appendix B” is the SOW.

“Appendix C” is the description and/or map of the Site.

“Appendix D” is the complete list of the Settling Defendants.

“Appendix E” is the draft Declaration of Environmental Land Use Restriction and Grant of Easement.

“Appendix F” is the form of Performance Guarantee.

XXX. COMMUNITY RELATIONS

127. Settling Defendants shall propose to EPA and the State their participation in the community relations plan to be developed by EPA. EPA will determine the appropriate role for the Settling Defendants under the Plan. Settling Defendants shall also cooperate with EPA and the State in providing information regarding the Work to the public. As requested by EPA or the State, Settling Defendants shall participate in the preparation of such information for dissemination to the public and in public meetings which may be held or sponsored by EPA or the State to explain activities at or relating to the Site.

XXXI. MODIFICATION

128. Material modifications to the SOW may be made only by written notification to and written approval of the United States, Settling Defendants, and the Court. Prior to providing its approval to any modification, the United States will provide the State with a reasonable opportunity to review and comment on the proposed modification.

129. Modifications to the schedules specified in the Consent Decree for completion of the Work, or modifications to the SOW that do not materially alter that document may be made by written agreement between EPA, after providing the State with a reasonable opportunity to review and comment on the proposed modification, and the Settling Defendants. Such non-material modifications will become effective upon agreement of the parties.

130. Non-material modifications to the Consent Decree other than those addressed in Paragraph 129 may be made only by written notification to and written approval of the United States, the State and the Settling Defendants. Such modifications will become effective upon filing with the Court by the United States. Material modifications to the Consent Decree and any modifications to the Performance Standards may be made only by written notification to and written approval of the United States, the State, the Settling Defendants, and the Court.

131. Nothing in this Decree shall be deemed to alter the Court’s power to enforce, supervise or approve modifications to this Consent Decree.

132. For purposes of this Section, the Consent Decree shall not include the SOW or other attachments to the Consent Decree.

XXXII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

133. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment in accordance with Section 122(d)(2) of CERCLA, 42 U.S.C. § 9622(d)(2), and 28 C.F.R. § 50.7. 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 the Consent Decree is inappropriate, improper, or inadequate.

The State may withdraw or withhold its consent to the entry of this Consent Decree if comments received disclose facts or considerations which show that the Consent Decree violates state law. The United States reserves the right to challenge in court the State withdrawal from the Consent Decree, including the right to argue that the requirements of state law have been waived, pre-empted or otherwise rendered inapplicable by federal law. The State reserves the right to oppose the United States' position taken in opposition to the proposed withdrawal. In addition, in the event of the United States' withdrawal from this Consent Decree, the State reserves its right to withdraw from this Consent Decree. Settling Defendants consent to the entry of this Consent Decree without further notice.

134. If for any reason the 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.

XXXIII. SIGNATORIES/SERVICE

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

136. Each 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 Defendants in writing that it no longer supports entry of the Consent Decree.

137. Each Settling Defendant 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 that Party with respect to all matters arising under or relating to this Consent Decree. Settling Defendants hereby agree 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 Settling Defendants need not file an answer to the complaint in this action unless or until the court expressly declines to enter this Consent Decree.

XXXIV. FINAL JUDGMENT

138. 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 the 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.

139. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment between and among the United States, the State and the Settling Defendants. 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


Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Service of New England, Inc. Superfund Site.

FOR THE UNITED STATES OF AMERICA:

10/24/08
Date


RONALD J. TENPAS
Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice

10/24/08
Date


MARK A. GALLAGHER
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20044-7611

NORA R. DANNAHEY
Acting United States Attorney
District of Connecticut

JOHN B. HUGHES
Assistant United States Attorney
District of Connecticut
Connecticut Financial Center
157 Church Street
New Haven, CT 06510
Ph: 203-821-3700

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Service of New England, Inc. Superfund Site

FOR THE STATE OF CONNECTICUT:

RICHARD BLUMENTHAL
ATTORNEY GENERAL

9-26-08
Date

By: John M. Looney
JOHN M. LOONEY
Assistant Attorney General
Office of the Attorney General
55 Elm Street
Hartford, CT 06106
Federal Bar # CT08279JML

9/26/08
Date

Lori D. DiBella
LORI D. DIBELLA
Assistant Attorney General
Office of the Attorney General
55 Elm Street
Hartford, CT 06106
Federal Bar # CT19101

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Service of New England, Inc. Superfund Site.

9/19/08
Date

Robert W. Varney Acting for
ROBERT W. VARNEY
Regional Administrator, Region 1
U.S. Environmental Protection Agency
One Congress Street, Suite 1100
Boston, MA 02114-2023

9/16/08
Date

Audrey Zucker
AUDREY ZUCKER
Senior Enforcement Counsel
U.S. Environmental Protection Agency
Region 1
One Congress Street, Suite 1100
Boston, MA 02114-2023

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Service of New England, Inc. Superfund Site.

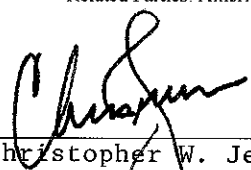
CNA Holdings, Inc., FOR ITSELF

AND ON BEHALF OF: American Hoechst Celanese Corp. -

Related Parties: American Hoechst Corp.; Foster-Grant Corp

8-14-08

Date

Signature: 

Name (print): Christopher W. Jensen

Title: Vice President, Finance & Treasurer

Address: 1601 W. LBJ Freeway
Dallas, TX 75234



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

Name (print): Curtis S. Shaw

Title: General Counsel

Address: 1601 W. LBJ Freeway
Dallas, TX 75234

email: cshaw@celanese.com

Phone: 972-443-4435

PRP: American Hoechst Celanese Corp.

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Services of New England, Inc. Superfund Site.

Akzo Nobel Coatings Inc., FOR ITSELF

AND ON BEHALF OF: **Reliance Universal, Reliance
Varnish Co.**

1 August 1998
Date

S. Wyatt Ware

S. WYATT WARE
V.P. FINANCE

Signature: Douglas W. Butler
Name (print): DOUGLAS W. BUTLER
Title: SENIOR ENVIRONMENTAL AFFAIRS MGR
Address: AKZO Nobel Coatings
2031 Nelson Miller Pkwy
Louisville, KY
40223

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

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

Email: _____
Phone: _____

PRP: Reliance Universal, Reliance Varnish Co.


Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Services of New England, Inc. Superfund Site.

Akzonobel Inc., FOR ITSELF

AND ON BEHALF OF: **Akzona Inc.**

Brand Rex
W. Brand-Rex
William Brand Co.

8/11/08
Date

Signature: 

Name (print): PHILIP E. RADTKE

Title: PRESIDENT

Address: AKZONOBEL INC.

525 W. Van Buren St.

CHICAGO IL 60607

REVIEWED / LAW DEPT.

BY: BC

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

Name (print): JEFF MASSARI

Title: ASSISTANT General Counsel

Address: AKZO NOBEL INC.

525 W. Van Buren St.

CHICAGO IL 60607

Email: Jeff.Massari@akzonobel.com

Phone: 312-544-7000

PRP: Akzona Inc.

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Services of New England, Inc. Superfund Site.

Albany International Corp., FOR ITSELF

**AND ON BEHALF OF: Albany International - Related
Parties**

Albany International Co., Precision Compon
Walters Engineering

8/14/08
Date

Signature: 

Name (print): Charles J. Silva, Jr.

Title: Vice President - General Counsel

Address: P.O. Box 1907

(1373 Broadway)

Albany NY

12201-1907

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

Name (print): Same as Above

Title: _____

Address: _____

Email: Charles.Silva@ALBINT.COM


Phone: (518) 445-2277

PRP: Albany International – Related Parties

**Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Services of New England, Inc. Superfund Site**

Ashland Inc.
(PRP: Ashland Chemical Company)

By:



Michael S. Roe
Senior Group Counsel
Ashland Inc.
5200 Blazer Parkway
Dublin, Ohio 43017

Date:



Agent Authorized to Accept Service on Behalf of Ashland Inc.

Corporation Service Company
80 State Street
Albany, New York 12207

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Service of New England, Inc. Superfund Site.

Ausimont Industries, Inc., FOR ITSELF
(name of settling party)

AND ON BEHALF OF Compo Industries, Inc.;
(name of predecessor or successor, if any)

Pandel-Bradford, Inc. and
Pandel, Inc.

8/8/2008
Date

Signature: Richard A. Varney
Name (print): Richard A. Varney
Title: Designated Agent
Address: Ausimont Industries, Inc.
3 Prospect Street
Morristown, NJ 07960

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

Name (print): Martha N. Donovan, Esq.
Title: Norris, McLaughlin & Marcus
Address: 721 Route 202-206
P.O. Box 1018
Somerville, NJ 08876-1018
email: mndonovan@nmmlaw.com
Phone: (908) 252-4240


PRP: Compo Ind – Related Parties

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Service of New England, Inc. Superfund Site.

Avery Dennison Corporation, FOR ITSELF
(name of settling party)

AND ON BEHALF OF
Dennison Manufacturing Company
Avery Label
(name of predecessor or successor, if any)

8/6/2008
Date

Signature: 
Name: R.P. Randall
Title: Vice President and Associate General Counsel
Address: 150 N. Orange Grove Blvd.
Pasadena, CA 91103

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

Title: General Counsel
Company: Avery Dennison Corporation
Address: 150 N. Orange Grove Blvd.
Pasadena, CA 91103
Phone: (626) 304-2000

AND

Name: Paul L. Feldman
Company: Davis, Malm & D'Agostine, P.C.
Address: One Boston Place
Boston, MA 02108
Phone: (617) 589-3831

PRP: Avery Dennison Corporation

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Services of New England, Inc. Superfund Site.

BASF Catalysts LLC , FOR ITSELF

AND ON BEHALF OF: **Engelhard Corporation**

July 30, 2008
Date

Signature: Nan Bernardo

Name (print): **Nan Bernardo**
Title: **Senior Counsel**

Address: **BASF Corporation**
100 Campus Drive
Florham Park, NJ
07932

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

Name (print): **Nan Bernardo**
Title: **Senior Counsel**

Address: **BASF Corporation**
100 Campus Drive
Florham Park, NJ
07932

Email: **nan.bernardo@basf.com**

Phone: **(973) 245-6050**

PRP: **Engelhard Corporation**

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Services of New England, Inc. Superfund Site.

BASF Corporation, FOR ITSELF

AND ON BEHALF OF: BASF Corporation - Related Parties

BASF Corp., Inmont Div.
BASF Wyandotte Corp.
Inmont Corp.
Mearl Corp., The

July 30, 2008

Date

Signature:



Name (print): **Nan Bernardo
Senior Counsel**

Title:

Address: **BASF Corporation
100 Campus Drive
Florham Park, NJ
07932**

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

Name (print): **Nan Bernardo
Senior Counsel**

Title:

Address: **BASF Corporation
100 Campus Drive
Florham Park, NJ
07932**

Email: nan.bernardo@basf.com

Phone: **(973) 245-6050**

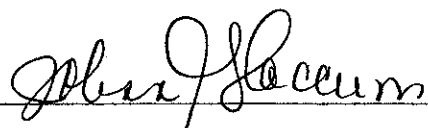
PRP: BASF Corporation – Related Parties

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Services of New England, Inc. Superfund Site.

Benjamin Moore & Co., FOR ITSELF

AND ON BEHALF OF: **Benjamin Moore & ~~Company~~ Co.**

August 1, 2008
Date

Signature: 

Name (print): JoAnn Glaccum

Title: Vice President, General Counsel,
Secretary and Compliance Officer

Address: 101 Paragon Drive

Montvale, NJ 07645

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

Name (print): JoAnn Glaccum

Title: Vice President, General Counsel,
Secretary and Compliance Officer

Address: 101 Paragon Drive

Montvale, NJ 07645

Email: JoAnn.Glaccum@benjaminmoore.com

Phone: (201) 949-6260

PRP: **Benjamin Moore & Company**

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Services of New England, Inc. Superfund Site.

C.E. Bradley Laboratories, Inc., FOR ITSELF

AND ON BEHALF OF: **C.E. Bradley Laboratories, Inc.**

09/10/08
Date

Signature: 

Name (print): RASHED B. KANAN

Title: PRESIDENT

Address: P.O. BOX 8238

N. BRATTLEBORO, VT 05304

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

Name (print): David P. Rosenblatt, Esq.
Counsel to

Title: C.E. Bradley Laboratories, Inc.

Address: Burns & Levinson LLP

125 Summer Street

Boston, MA 02110

Email: drosenblatt@burnslev.com

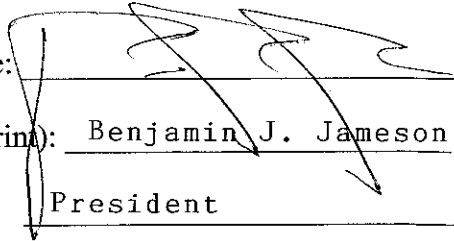
Phone: 617-345-3330

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Services of New England, Inc. Superfund Site.

C.F. Jameson & Co., Inc., FOR ITSELF

AND ON BEHALF OF: C.F. Jameson and Company, Inc.

08/15/08
Date

Signature: 

Name (print): Benjamin J. Jameson

Title: President

Address: C.F. Jameson & Co., Inc.

72 South Kimball Street

PO Box 5197

Bradford, MA 01835

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

Name (print): Michael D. Bliss

Title: Attorney of Law

Address: Connors & Bliss, PC

101 Arch Street, 9th Floor

Boston, MA 02110

Email: mbliss@connorsbliss.net

Phone: 617-375-9080

PRP: **C.F. Jameson and Company, Inc.**

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Service of New England, Inc. Superfund Site.

California Products Corporation, FOR ITSELF
(name of settling party)

AND ON BEHALF OF _____:
(name of predecessor or successor, if any)

8/14/08
Date

Signature: Joseph S. Junkin
Name (print): Joseph S. Junkin
Title: President
Address: California Products Corporation
150 Dascomb Road
Andover, MA 01810

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

Name (print): Ronald B. Child
Title: Vice President Compliance & Regulatory Affairs
Address: California Products Corporation
150 Dascomb Road
Andover, MA 01810
email: r.child@calprocorp.com
Phone: 978.623.9980 ext. 223

PRP: California Products Corporation

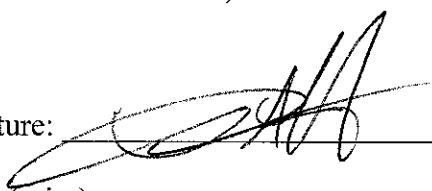
RECEIVED
AUG 18 2008
ROBERT C. KIRCH

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Services of New England, Inc. Superfund Site.

CHR Industries, Inc., FOR ITSELF

AND ON BEHALF OF: **CHR Industries, Inc.**

August 13, 2008
Date

Signature: 

Name (print): Lauren P. Alterman

Title: Associate General Counsel

Address: Saint-Gobain Corporation
750 E. Swedesford Road
Valley Forge, PA 19482

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

Name (print): Lauren P. Alterman

Title: Associate General Counsel

Address: Saint-Gobain Corporation
750 E. Swedesford Road
Valley Forge, PA 19482

Email: lauren.p.alterman@saint-
gobain.com

Phone: 610-341-7838

PRP: **CHR Industries, Inc**

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Services of New England, Inc. Superfund Site.

Coats America, Inc., FOR ITSELF

AND ON BEHALF OF: American Thread Company

8/14/08
Date

Signature: Donna Armstrong
Name (print): DONNA ARMSTRONG

Title: VP/TREASURER

Address: 3430 TORINGDON WAY
SUITE 301
CHARLOTTE, NC 28277

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

Name (print): Peter J. McGrath, Jr.

Title: Attorney at Law
Address: Moore + Van Allen LLC
Suite 4700

100 NORTHRYON ST

Charlotte, NC

28202 - 4003

Email: peter.mcgrath@mva.law.com

Phone: 704-378-2081

PRP: American Thread Company

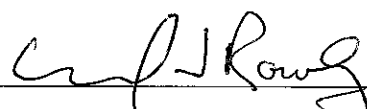
Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Services of New England, Inc. Superfund Site.

CR USA, Inc., FOR ITSELF

AND ON BEHALF OF: **Risdon Corp. - Related Parties**

Eyelet Specialty Co., Inc. (Waterbury, CT)
Eyelet Specialty Co., Inc. (Wallingford, CT)
Risdon Corp., Cosmetic Container Div. (Danbury, CT)
Risdon Mfg. (Naugatuck, CT)

7/22/08
Date

Signature: 

Name (print): MICHAEL J ROWLEY

Title: asst Secretary

Address: one crown way
Phila Pa 19154

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

Name (print): _____

Title: _____

Address: _____

Email: _____

Phone: _____

PRP: Risdon Corp.

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Services of New England, Inc. Superfund Site.

Detrex Corporation, FOR ITSELF

AND ON BEHALF OF: **Goldshield - Related Parties**

Detrex Chemical Ind. Inc.
Goldshield

8-15-08
Date

Signature: Robert M. Currie

Name (print): Robert M. Currie

Title: V.P. General Counsel & Secretary

Address: 24901 Northwestern Hwy.
Suite 410
Southfield, MI 48075

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

Name (print): Robert M. Currie

Title: V.P. General Counsel & Secretary

Address: See above

Email: rcurrie@detrex-hq.com

Phone: 248-358-5800 x110

PRP: Goldshield - Related Parties

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Services of New England, Inc. Superfund Site.

Akzo Nobel Coatings Inc., FOR ITSELF

AND ON BEHALF OF: **Dexter Corp., The - Related Parties**

Dexter Corp., C.H. Dexter Div.
Dexter Corp., Midland Div
Chemical Coatings (Rocky Hill, CT)

9/05/08
Date

Signature: Brian P. Curtis / JT Massari
Name (print): Brian P. Curtis Jeffrey T. Massari
Title: Asst. Secretary Asst Gen. Counsel
Address: AKZONOBEL
525 W. Van Buren
Chicago IL 60607

Agent Authorized to Accept Service on Behalf of Above-signed Party: Jeffrey T. Massari
Name (print): Jeffrey T. Massari
Title: Assistant General Counsel
Address: 525 W. Van Buren St.
Chicago, IL 60607

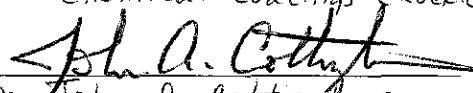
Email: jeff.massari@akzonobel.com
Phone: 312-544-7301

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Service of New England, Inc. Superfund Site.

Invitrogen Corporation Corporate Successor to Dexter Corporation
(name of settling party), FOR ITSELF

AND ON BEHALF OF Dexter Corp. C.H. Dexter Div.
(name of predecessor or successor, if any)
Dexter Corp., midland Div.
Chemical Coatings (Rockie Hill CT)

Date _____

Signature: 
Name (print): John A. Cottingham
Title: Sr. V.P., General Counsel + Secretary
Address: 5791 Van Allen Way
Carlsbad CA 92008

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

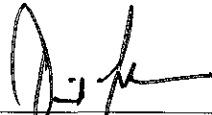
Name (print): Lori Manca
Title: Sr. Counsel
Address: 7305 Executive Way
Frederick, MD 21704
email: lori.manca@invitrogen.com
Phone: 240-379-4687

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Services of New England, Inc. Superfund Site.

Eastern Chem-Lac Corporation, FOR ITSELF

AND ON BEHALF OF: **Eastern Lacquer Corp./Eastern
Chem-Lac**

9/4/2008
Date

Signature: 

Name (print): DAVID LIEBMAN

Title: PRESIDENT

Address: 1100 EASTERN AVE

MALDEN, MA 02148

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

Name (print): _____

Title: _____

Address: _____

Email: _____

Phone: _____

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Services of New England, Inc. Superfund Site.

Preco Corp./Premoid Div., FOR ITSELF

AND ON BEHALF OF: **Preco Corp./Premoid Div.**
and Eastern Holding Corp.

October 14, 2008
Date

Signature: Joseph Hill Torras

Name (print): Joseph Hill Torras

Title: President

Address: 264 Bardwells Ferry Road

Shelburne, MA 01370

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

Name (print): James C. Duda, Esq.

Title: Bulkley, Richardson & Gelinas LLP

Address: 1500 Main Street, Suite 2700

Springfield, MA 01115

Email: jduda@bulkley.com

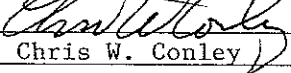
Phone: 413-272-6284

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Service of New England, Inc. Superfund Site.

GenCorp Inc., FOR ITSELF
(name of settling party)

AND ON BEHALF OF GenCorp related parties
(name of predecessor or successor, if any)
GTR Coated Fabrics Co
Delta Products

Date

Signature: 
Name (print): Chris W. Conley
Title: Vice President, EH&S
Address: PO Box 537012
Sacramento, CA 95853-7012

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

Name (print): DAVID M. Rymph
Title: DIRECTOR ENVIRONMENTAL
Address: 26677 W. 12 Mile Road
Suite 140
Southfield, MI 48034
email: david.rymph@aerofel.com
Phone: 248-358-2698

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Services of New England, Inc. Superfund Site.

General Chemical Corporation, FOR ITSELF

AND ON BEHALF OF: **General Chemical Corp. - Related
Parties**

General Chemical Corp. (Boston, MA)
General Chemical Corp. (Framingham, MA)

9/19/08
Date

Signature: [Signature]

Name (print): Michael Persico

Title: President

Address: 201 South First ST
Elizabeth, NJ 07206

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

Name (print): Michael Persico

Title: President

Address: 201 South First ST
Elizabeth, NJ 07206

Email: Michael.Persico@CycleChem.com

Phone: 908-355-5800

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Service of New England, Inc. Superfund Site.

_____, FOR ITSELF
(name of settling party)

AND ON BEHALF OF G.C.:
(name of predecessor or successor, if any)

9/9/08
Date

Signature: [Signature]
Name (print): Thomas Hill
Title: Senior Executive Counsel
Address: 2135 EAST W. TURNPIKE
FARMFIELD, CT 06823

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

Name (print): Ignacia Moreno
Title: _____
Address: 39 Great Oaks Blvd.
Albany, NY 12203
email: ignacia.moreno@ge.com
Phone: 518-862-2714


Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Service of New England, Inc. Superfund Site.

Georgia-Pacific Consumer Products, LP
(name of settling party), FOR ITSELF

AND ON BEHALF OF _____:
(name of predecessor or successor, if any)

7/25/08
Date

CAB
7/25/08
JMD
7/25/08

Signature: 
Name (print): Jim B. Hannan
Title: CEO
Address: 133 Peachtree St., N.E.
Atlanta, GA 30303-1847

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

Name (print): J. Michael Davis
Title: Chief Counsel, Environmental
Address: 133 Peachtree St., NE
Atlanta, GA 30303-1847
email: jmdavis@gapac.com
Phone: 404-652-7497

PRP: James River Corp. – Related Parties

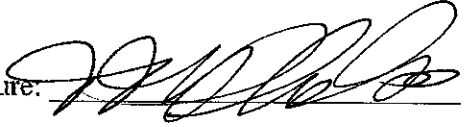
Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Services of New England, Inc. Superfund Site.

Hampden Paper, Inc., FOR ITSELF

AND ON BEHALF OF: **Hampden Paper, Inc. - Related
Parties**

Hampden Papers, Inc.
Hampden Glazed Paper

9/25/08
Date

Signature: 

Name (print): John W. Phelps

Title: Vice President - Finance

Address: 100 Water Street

P.O. Box 149

Holyoke, MA 01041

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

Name (print): John W. Phelps

Title: Vice President - Finance

Address: 100 Water Street

P.O. Box 149

Holyoke, MA 01041

Email: jphelps@hampdenpapers.com

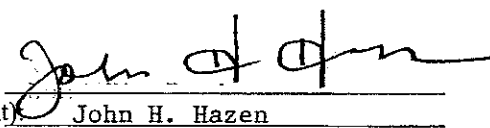
Phone: 413-536-1000

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Service of New England, Inc. Superfund Site.

_____, FOR ITSELF
(name of settling party)

AND ON BEHALF OF _____;
(name of predecessor or successor, if any)

Date

Signature: 

Name (print): John H. Hazen

Title: President

Address: Hazen Paper Company
240 South Water Street
Holyoke, MA 01041

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

Name (print): _____

Title: _____

Address: _____

email: _____

Phone: _____

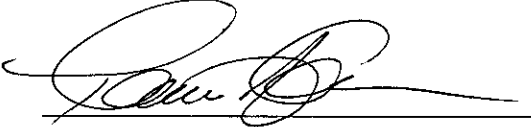
Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Service of New England, Inc. Superfund Site

Hexion Specialty Chemicals, Inc., FOR ITSELF
(name of settling party)

AND ON BEHALF OF:
Borden, Inc., Chemical Division
Columbus Coated Fabrics
Vernon Plastics
Borden Chemical, Inc.

(name of predecessor or successor, if any)

August 12, 2008
Date

Signature: 
Name (print): Thomas J. Grever, Esq.
Title: Attorney
Address: Shook, Hardy & Bacon L.L.P.
2555 Grand Boulevard
Kansas City, MO 64108

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

Name (print): William Haak, Esq.
Title: Associate General Counsel – EH&S
Address: 180 East Broad Street
Columbus, OH 43215

Email: william.haak@hexion.com
Phone: (614) 225-3369

PRP: Borden

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Services of New England, Inc. Superfund Site.

Hoyt & Worthen and Charles Hoyt, FOR ITSELF

AND ON BEHALF OF: **Hoyt & Worthen Tanning
Corporation**

8/14/08
Date

Signature: Charles Hoyt

Name (print): CHARLES HOYT

Title: APT 205S

Address: 3115 GULF SHORE BLVD. N.
NAPLES FL 34103

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

Name (print): CHAS HOYT

Title: _____

Address: 3115 GULF SHORE BLVD N.
APT 205S

Naples FL 34103

Email: _____


Phone: 603 366 5560 or 239 403 05

PRP: Hoyt & Worthen Tanning Corporation

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding the
Solvents Recovery Services of New England, Inc. Superfund Site.

Ideal Tape Co., Inc. FOR ITSELF
AND ON BEHALF OF: Chelsea Industries, Inc.

August 11, 2008
Date

Signature: 

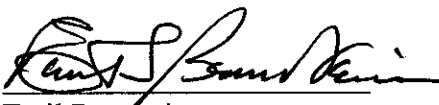
Name (print): Richard G. Marcus

Title: President

Address: % American BILTASTE Inc
57 River St
Suite 302
Wellesley Hills, MA 02481

Authorized and assented to by **Chelsea Industries, Inc.**

August 7, 2008
Date

Signature: 
Name: Emil Bernstein
Title: Executive Vice President
Company: Chelsea Industries, Inc.
Address: c/o NFA Corporation
850 Boylston Street
Chestnut Hill, MA 02467

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

Name (print): _____

Title: _____

Address: _____

Email: _____

PRP: **Ideal Tape Company**


Phone: _____

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Services of New England, Inc. Superfund Site.

Illinois Tool Works Inc., FOR ITSELF

AND ON BEHALF OF: **Scharr Industries, Inc.**

9/8/08
Date

Signature: 
Name (print): **Philip M. Gresh**
Title: **Executive Vice President**
Address: **Illinois Tool Works Inc.**
3600 West Lake Avenue
Glenview, IL 60026

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

Name (print): **Ken Brown**
Title: **Mgr. Env. & Chem. Compliance**
Address: **Illinois Tool Works Inc.**
3600 West Lake Avenue
Glenview, IL 60026
Email: **kbrown@itw.com**
Phone: **847-657-4843**

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Services of New England, Inc. Superfund Site.

, FOR ITSELF

AND ON BEHALF OF: **Ingersoll-Rand Company - Related
Parties**

Ingersoll-Rand Co.
Torrington Co., Special Products Div.
Fafnir Bearing

August 7, 2008
Date

Signature: Barbara A. Santoro

Name (print): Barbara A. Santoro

Title: Vice President & Secretary

Address: 155 Chestnut Ridge Road

Montvale, NJ 07645

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

Name (print): Donna Bryant McMahon

Title: Environmental Paralegal

Address: Ingersoll Rand Company
155 Chestnut Ridge Rd.

Montvale, NJ 07645

Email: donna-bryant-mcmahon@irco.com

Phone: 201-573-3372

PRP: Ingersoll-Rand – Related Parties

Signature Page for remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Service of New England, Inc. Superfund Site.

International Paper Company, For Itself

And On Behalf Of: Advanced Offset Plate, Inc.
Graph Coating
International Paper Co.
Anitec Image Corp.
Strathmore Paper Co.
Union Camp Corp.
Union Camp
Chase Bag
Chase Packaging
Champion International Corp.
Champion Retail

8/26/08
Date

Signature: Maura A. Smith

Name (print): MAURA A. SMITH

Title: SENIOR VICE PRESIDENT, GENERAL COUNSEL
AND CORPORATE SECRETARY

Address: 6400 Poplar Ave.
Memphis, TN 38197

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

Name: (print): Elton L. Parker
Title: Senior Counsel, EHS & Sustainability
Address: 6400 Poplar Ave. Memphis, TN 38197
E-Mail: Elton.Parker@ipaper.com
Phone: 901-419-4724

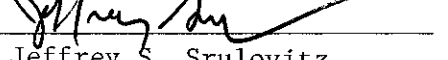
Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Service of New England, Inc. Superfund Site.

Kraft Foods Global, Inc., FOR ITSELF
(name of settling party)

AND ON BEHALF OF _____:
(name of predecessor or successor, if any)

General Foods Corp., Carton and Container Div.;
Ware Chemical Corporation; Rexall Chemical/Sundown
Vitamins; and Rexene Polymers

Aug. 12, 2003
Date

Signature: 
Name (print): Jeffrey S. Srulovitz
Title: Chief Environmental and Safety Counsel
Address: Three Lakes Drive
Northfield, IL 60093

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

Name (print): Jeffrey S. Srulovitz
Title: Chief Environmental and Safety Counsel
Address: Three Lakes Drive
Northfield, IL 60093
email: jeffrey.srulovitz@kraft.com
Phone: 847/646-4822

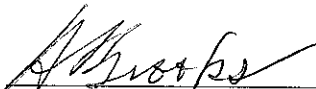
PRP: Kraft Foods Global, Inc.

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Services of New England, Inc. Superfund Site.

Lorbrook Corporation, FOR ITSELF

AND ON BEHALF OF: **Lorbrook Corporation**

10/2/08
Date

Signature: 

Name (print): Arthur Brooks

Title: Pres -

Address: Lorbrook

Box 347

Hudson, NY 12534

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

Name (print): _____

Title: _____

Address: _____

Email: _____

Phone: _____

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Services of New England, Inc. Superfund Site.

Majilite Corporation, FOR ITSELF

August 15, 2008
Date

Signature: C. Michael Willwerth

Name (print): C. Michael Willwerth

Title: President

Address: 1530 Broadway Road

Dracut, MA 01826

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

Name (print): C. Michael Willwerth

Title: President

Address: 1530 Broadway Road

Dracut, MA 01826

Email: mwillerth@majilite.com

Phone: 978-441-6800

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Services of New England, Inc. Superfund Site.

Markem Corporation, FOR ITSELF

AND ON BEHALF OF: **Markem Corporation**

August 15, 2008
Date

Signature: R.P. Bayl

Name (print): Richard P. Bangham

Title: Vice President - Global
Strategic Accounts

Address: _____

150 Congress Street
Keene, NH 03431

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

Name (print): _____

Title: Acting President

Address: MARKEM Corporation

150 Congress Street
Keene, NH 03431

Email: rbangham@markem-image.com

Phone: (603) 352-1130

PRP: Markem Corporation

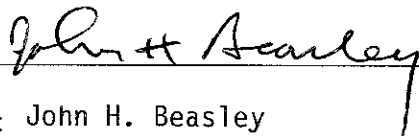
Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Services of New England, Inc. Superfund Site.

MeadWestvaco Corporation, FOR ITSELF

AND ON BEHALF OF: **Mead Specialty - Related Parties**

Mead Paper Specialty-Morart & Laurel Mills
Morart Gravure Corp.
Morart-Mead Co. (Holyoke, MA)
Morart-Mead Co. (South Lee, MA)
Mead Packing

August 11, 2008
Date

Signature: 
Name (print): John H. Beasley

Title: Assistant General Counsel

Address: 11013 W. Broad Street

Glen Allen, VA 23060

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

Name (print): John H. Beasley

Title: Assistant General Counsel

Address: 11013 W. Broad Street

Glen Allen, VA 23060

PRP: **Meade Specialty - Related Parties** Email: jhb12@meadwestvaco.com

Phone: (804) 327-6372

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Services of New England, Inc. Superfund Site.

9/3

~~Mead~~Westvaco Corporation, FOR ITSELF

AND ON BEHALF OF: **Westvaco Corp. - Related Parties**

Westvaco, U.S. Envelope Div. (Enfield, CT)
Westvaco, U.S. Envelope Div. (Springfield, MA)
Westvaco, U.S. Envelope Div. Engineering Dept.
U.S. Envelope (Springfield, MA)
U.S. Envelope (Enfield, CT)
Westvaco (Enfield, CT)

August 11, 2008
Date

Signature: John H. Beasley

Name (print): John H. Beasley

Title: Assistant General Counsel

Address: 11013 W. Broad Street

Glen Allen, VA 23060

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

Name (print): John H. Beasley

Title: Assistant General Counsel

Address: 11013 W. Broad Street

Glen Allen, VA 23060

PRP: Westvaco Corp. – Related Parties

Email: jhb12@meadwestvaco.com

Phone: (804) 327-6372

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Services of New England, Inc. Superfund Site.

Northrop Grumman Systems Corporation, FOR ITSELF

AND ON BEHALF OF: **Litton Ind. - Related Parties**

Decatone, Div. of Litton Ind.
Winchester Electronics, Div. of
Litton Systems Inc.
New Britain Machine
Decatone Prod. (Fitchburg, MA)
Streaters, Inc.

August 11, 2008
Date

Signature: _____

Name (print): Kraig Scheyer

Title: Vice President

Administrative Services

Address: 1840 Century Park East

Los Angeles, Ca 90067

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

Name (print): Corporation Trust Company

Title: _____

Address: 1 Commercial Plaza

22nd Floor

Hartford, CT 06103

PRP: **Litton Ind. -- Related Parties**

Email: _____

Phone: 860-724-9044

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Services of New England, Inc. Superfund Site.

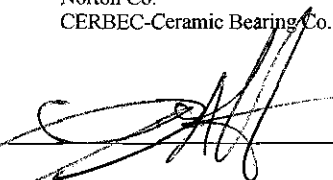
Norton Company, FOR ITSELF

AND ON BEHALF OF: **Norton Company - Related Parties**

Amplex Corp.
Norton Co.
CERBEC-Ceramic Bearing Co.

August 13, 2008

Date

Signature: 

Name (print): Lauren P. Alterman

Title: Associate General Counsel

Address: Saint-Gobain Corporation

750 E. Swedesford Road

Valley Forge, PA 19482

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

Name (print): Lauren P. Alterman

Title: Associate General Counsel

Address: Same as above

Email: lauren.p.alterman@saint-gobain.com

Phone: 610-341-7838

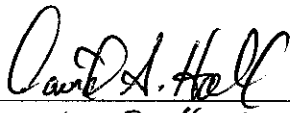
PRP: Norton Company – Related Parties

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Service of New England, Inc. Superfund Site.

O.K.P., Inc., FOR ITSELF
(name of settling party)

AND ON BEHALF OF Kyanize Paint, Inc. :
(name of predecessor or successor, if any)

8/4/08
Date

Signature: 
Name (print): DAVID S. HALL
Title: PRES. + TREAS.
Address: PO BOX 1439
INTERVALE, N.H. 03845

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

Name (print): Colburn T. Cherney
Title: Attorney for O.K.P., Inc.
Address: Ropes & Gray LLP
One Metro Center, Suite 900
700 12th Street, N.W., Washington, DC
email: colburn.cherney@ropesgray.com 20005
Phone: (202) 508-4614

PRP: Kyanize Paint, Inc.

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Service of New England, Inc. Superfund Site.

Pacific Anchor Chemical Corporation
(Formerly known as _____, FOR ITSELF
(name of settling party)
Trimont Chemicals, Inc.)

AND ON BEHALF OF Trimont Chemicals, Inc.
(name of predecessor or successor, if any)

8/18/08
Date

Signature: Vincent Divo

Name (print): VINCENT DIVITO

Title: PRESIDENT

Address: 90 BORDLINE RD
ALLENTOWN, NJ 07401

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

Name (print): Todd Solodar

Title: Attorney

Address: 7201 Hamilton Blvd.
Allentown, PA 18195

email: solodate@airproducts.com

Phone: (610) 481-2558

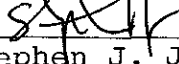
PRP: Pacific Anchor Chemical

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Service of New England, Inc. Superfund Site.

Air Products and Chemicals, Inc. FOR ITSELF
(name of settling party) Inc.

AND ON BEHALF OF _____:
(name of predecessor or successor, if any)

1 Aug 2008
Date

Signature:  IS
Name (print): Stephen J. Jones
Title: Sr. Vice President, General Counsel
Address: 7201 Hamilton Blvd. and Secretary
Allentown, PA 18195

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

Name (print): Todd Solodar
Title: Attorney
Address: 7201 Hamilton Blvd.
Allentown, PA 18195
email: solodate@airproducts.com
Phone: (610) 481-2558

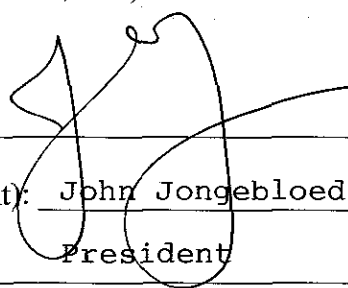
PRP: Air Products and Chemicals, Inc.
Related Party to Pacific Anchor Chemical

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Services of New England, Inc. Superfund Site.

**Park Advanced Composite Materials, Inc., FOR
ITSELF**

AND ON BEHALF OF: **Fiber Cote Industries, Inc.
(Nelcote, Inc.)**

August 4, 2008
Date

Signature: 

Name (print): John Jongebloed

Title: President

Address: 172 East Aurora Street

Waterbury, CT 06708

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

Name (print): Stephen E. Gilhuley

Title: General Counsel

Address: Park Electrochemical Corp.

48 South Service Road

Melville, NY 11747

Email: sgilhuley@parkelectro.com

Phone: 631-465-3600

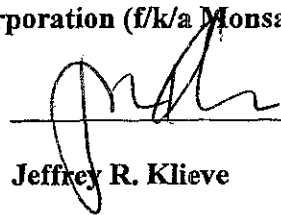
PRP: **Fiber Cote Industries, Inc. (Nelcote, Inc.)**

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Services of New England, Inc. Superfund Site.

8/8/08
Date

Pharmacia Corporation (f/k/a Monsanto Company)

Signature: _____

 *mms*

Name (print): **Jeffrey R. Klieve**

Title: **Director, Environmental Affairs**

Address: **Monsanto Company**

800 N. Lindbergh Blvd

Mailstop OC5D

St. Louis, MO 63167

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

Name (print): **Randy Cooper**

Title: **Environmental Remediation Mgr.**

Address: **Monsanto Company**

800 N. Lindbergh Blvd

Mailstop OC5D

St. Louis, MO 63167

Email: **randall.lee.cooper@monsanto.com**

Phone: **314-694-3270**

PRP: **Pharmacia Corporation (fka Monsanto Company)**

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Service of New England, Inc. Superfund Site.

MOHAWK FINISHING PRODUCTS INC FOR ITSELF
(name of settling party)

AND ON BEHALF OF _____:
(name of predecessor or successor, if any)

7/15/2006
Date

Signature: Wesley Harris
Name (print): WESLEY HARRIS
Title: VP FINANCE & ADMIN
Address: P.O. Box 22000
HICKORY NC 28603

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

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

email: _____
Phone: _____

PRP: Mohawk Finishing Products

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Services of New England, Inc. Superfund Site

Royal Consumer Information Products, Inc., FOR ITSELF

AND WITH RESPECT TO: **Royal Business – Related Parties**

Royal Business Machines
Royal Bus. Machines, Inc., Roytype Prod. Div.
Royal McBee Corp.
Royal Typewriter Co., Inc.
Roytyped,

AND ANY OTHER ENTITIES THAT ARE OR ARE ASSERTED TO
BE SUCCESSORS TO OR OTHERWISE RESPONSIBLE FOR THE
OBLIGATIONS OF ANY OF THE FOREGOING

September 5, 2008
Date

Signature: Adeeb Fadil

Name (print): Adeeb Fadil

Title: Senior Counsel

Address: Simpson Thacher & Bartlett LLP

425 Lexington Avenue

New York, NY 10017-3954

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

Name (print): Adeeb Fadil

Title: Senior Counsel

Address: Simpson Thacher & Bartlett LLP

425 Lexington Avenue

New York, NY 10017

Email: afadil@stblaw.com

Phone: 212-455-7070

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Services of New England, Inc. Superfund Site.

Safety-Kleen Systems, Inc., FOR ITSELF

AND ON BEHALF OF: Formally, **Safety-Kleen Corp.**

Safety-Kleen Corp. (Syracuse, NY)

Safety-Kleen Corp. (Cranston, RI)

Safety-Kleen Corp. (Milford, CT)

Safety-Kleen Corp. (Windsor, CT)

Solvents Recovery Service of New

Jersey, Inc.

August 18, 2008
Date

Signature: 

Name (print): Virgil W. Duffie

Title: Vice-President

Address: Safety-Kleen Systems, Inc.

5400 Legacy Drive

Cluster II, Building 3

Plano, Texas 75024

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

Name (print): David P. Rosenblatt

Title: _____

Address: Burns & Levinson, LLP

125 Summer Street

Boston, MA 02110

PRP: **Safety-Kleen Systems, Inc.**

Email: drosenblatt@burnslev.com

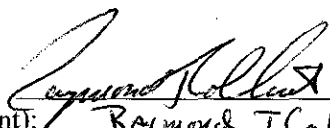
Phone: (617) 345-3330

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Service of New England, Inc. Superfund Site.

Shell Chemicals L.P., FOR ITSELF
(name of settling party)

AND ON BEHALF OF _____:
(name of predecessor or successor, if any)

Date

Signature: 

Name (print):

Raymond T Collins

Title:

GMOTHER & EXITED BUSINESSMAN

Address:

Shell Chemicals L.P.

P.O. Box 2463

Houston, TX 77252-2463

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

Name (print): Kimberly Lesniak

Title:

Senior Legal Counsel

Address:

One Shell Plaza 4870

910 Louisiana

Houston, Texas 77002

email:

kim.lesniak@shell.com

Phone:

713/241-5403

PRP: Shell Chemical Company

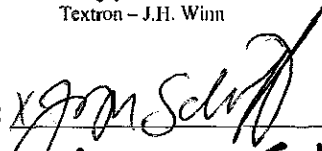
Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Services of New England, Inc. Superfund Site.

Textron, Inc. FOR ITSELF

AND ON BEHALF OF: **Textron, Inc. – Related Parties**

Avco Lycoming Division
Benmont Corporation/Textron, Inc.
Bridgeport Machine Inc./Textron, Inc.
Textron – J.H. Winn

Sept 4, 2008
Date

Signature: 

Name (print): Jameson Schiff

Title: Director, Site Remediation

Address: Textron Inc.
40 Westminster Street
Providence RI
02903

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

Name (print): Patricia Bishopp

Title: Environmental Specialist

Address: Textron Inc.
40 Westminster St
Providence RI
02903

Email: pbishopp@textron.com

Phone: 401-457-2245

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Services of New England, Inc. Superfund Site.

The Barden Corporation, FOR ITSELF

AND ON BEHALF OF: **Barden Corp. - Related Parties**

Barden Corp.
Winsted Precision Ball Co.

8/12/2008
Date

Signature: John A McCloskey

Name (print): JOHN A. McCLOSKEY

Title: PRESIDENT & CEO

Address: 200 PARK AVENUE

DANBURY CT 06810

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

Name (print): CT Corp

Title: _____

Address: _____

Email: _____

Phone: _____

PRP: Barden Corp. - Related Parties

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Services of New England, Inc. Superfund Site.

The Haartz Corporation, FOR ITSELF

AND ON BEHALF OF: **Haartz Auto Fabric Company**
(PRP)

8/7/08
Date

Signature: R.A. Hatfield

Name (print): Richard A. Hatfield

Title: Director, Environmental

Address: Haartz Corp.
87 Hayward Rd.
Acton, Ma. 01720

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

Name (print): Richard A. Hatfield

Title: Director, Environmental

Address: Haartz Corp.
87 Hayward Rd.
Acton, Ma. 01720

Email: dhatfield@haartz.com

Phone: 978.264.2601

PRP: **HaartzAuto Fabric Company**

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Services of New England, Inc. Superfund Site.

**The Humphrey Chemical Company, Inc.. FOR
ITSELF**

AND ON BEHALF OF: Humphrey Chemical Company, The
(PRP)

September 4, 2008
Date

Signature: Peter E. Thauer

Name (print): Peter E. Thauer

Title: Vice President

Address: One Meadowlands Plaza

East Rutherford, NJ 07073

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

Name (print): _____

Title: _____

Address: _____

Email: _____

Phone: _____

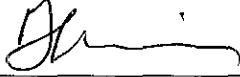
Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Services of New England, Inc. Superfund Site.

The Stanley Works, FOR ITSELF

AND ON BEHALF OF: **Stanley Works, The - Related
Parties**

Bostitch
Stanley Works
Stanley Tools (Plantville, CT)
StanChem

8/28/08
Date

Signature: 

Name (print): Theodore C. Morris

Title: Assistant Secretary

Address: The Stanley Works

1000 Stanley Drive

New Britain, CT 06053-1675

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

Name (print): Irvin M. Freilich, Esq.

Title: Attorney

Address: Robertson, Freilich Bruno & Cohen

One Riverfront Plaza, 4th Floor

Newark, NJ 07102

Email: ifreilich@rfbclaw.com

Phone: (973) 848-2100

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Services of New England, Inc. Superfund Site.

The Valspar Corporation, FOR ITSELF

AND ON BEHALF OF: **Lilly Industries, Inc. - Related
Parties**

Lilly Industrial Coatings, Inc.
Lilly Varnish Co., of MA (Gardner, MA)
Lilly Varnish Co. (Templeton, MA)
Lilly Chemical Prod. (Templeton, MA)
Lilly Chemical (Gardner, MA)

Aug 5, 2008
Date

Signature: Ronda Bayer

Name (print): Ronda Bayer

Title: Associate General Counsel

Address: 1101 South Third Street

Minneapolis, MN 55415

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

Name (print): Same as above

Title: _____

Address: _____

PRP: **Lilly Industries, Inc.**

Email: rbayer@valspar.com


Phone: 612-375-7306

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Services of New England, Inc. Superfund Site.

United Oil Recovery, Inc., FOR ITSELF

AND ON BEHALF OF: **United Oil Recovery/United Indus.
Services Div.**

Date

Signature: 

Name (print): David Carabetta

Title: President

Address: P.O. Box 902

Meriden, CT 06450-0902

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

Name (print): Mark J. Zimmermann, Esq.

Title: Attorney

Address: Updike, Kelly & Spellacy, P.C.

One State Street

P.O. Box 231277

Hartford, CT 06123-1277

Email: mzimmermann@uks.com

Phone: (860) 548-2624

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Service of New England, Inc. Superfund Site.

WESTFIELD COATINGS CORP., FOR ITSELF
(name of settling party)

AND ON BEHALF OF _____:
(name of predecessor or successor, if any)

8/15/08
Date

Signature: Wesley Harris
Name (print): WESLEY HARRIS
Title: VP FINANCE & ADM.
Address: P.O. Box 22000
HICKORY NC 28603

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

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

email: _____
Phone: _____

PRP: Westfield Coatings Corp.

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Services of New England, Inc. Superfund Site.

, FOR ITSELF

AND ON BEHALF OF: **Whittaker Corp. - Related Parties**

Chemical Products Corp.
Whittaker Corp., Providence Chem. Div.
Whittaker Corp., Haynes Coatings Div.
Haynes Laboratories (Chicopee, MA)
Haynes Laboratories (Springfield, MA)
Haynes Laboratories (Holyoke, MA)

September 8, 2008
Date

Signature: 

Name (print): Eric G. Lardiere

Title: Sr. V.P., Sec. & Gen. Counsel

Address: 1955 N. Surveyor Ave.
Simi Valley, CA 93063

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

Name (print): Eric G. Lardiere

Title: Sr. V.P., Sec. & Gen. Counsel

Address: 1955 N. Surveyor Ave.
Simi Valley, CA 93063

Email: eric.lardiere@meggitt.com

Phone: (805)526-5700 Ext. 6650

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Services of New England, Inc. Superfund Site.

Worthen Industries, Inc., FOR ITSELF

AND ON BEHALF OF: Upaco Adhesives, Inc.

7/21/08
Date

Signature: 

Name (print): ROBERT F WORTHEN

Title: PRESIDENT

Address: 3 EAST SPIT BROOK RD
NASHUA NH 03060

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

Name (print): _____

Title: _____

Address: _____

Email: _____

Phone: _____


PRP: Upaco Adhesives, Inc.

Signature Page for Remedial Design/Remedial Action Consent Decree Regarding
the Solvents Recovery Service of New England, Inc. Superfund Site.

Zeneca Inc. *, FOR ITSELF
(name of settling party)

AND ON BEHALF OF _____:
(name of predecessor or successor, if any)

7/23/08
Date

Signature: 
Name (print): Glenn Engelmann
Title: Chairman & President
Address: 1800 Concord Pike
Wilmington, DE 19803

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

Name (print): Colburn T. Cherney
Title: Attorney for Zeneca Inc.
Address: Ropes & Gray LLP, 700 12th St., N.W.
One Metro Center, Suite 900
Washington, D.C. 20005-3948
email: colburn.cherney@ropesgray.com
Phone: 202-508-4614

*(Formerly ICI Americas Inc. on behalf of its former divisions and affiliates, including Peruthane Inc., a division of Beatrice Foods Co., Polyvinyl Chemicals Inc., Stahl Finish Company, Inc., Beatrice Chemical (Stahl Finish/United-Finish Co.), and ICI Resins US)

PRP: ICI Americas – Related Parties