

DOJ 90-11-2-985

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF RHODE ISLAND

UNITED STATES OF AMERICA,
Plaintiff,

v.

C.A. No. 95-617L

ALLIED SIGNAL, INC.; AMERICAN CYANAMID COMPANY;
ASHLAND CHEMICAL COMPANY; ELF ATOCHEM NORTH AMERICA,
INC.; GAF CORPORATION; GENERAL ELECTRIC COMPANY;
HYDRON LABORATORIES, INC.; MALLINCKRODT BAKER, INC.;
MONSANTO COMPANY; MORTON INTERNATIONAL, INC.;
AIR PRODUCTS AND CHEMICAL, INC.; AMERICAN STANDARD, INC.;
ARMSTRONG WORLD INDUSTRIES, INC.; BAYER CORPORATION
(fka MILES INC.); BER MAR MANUFACTURING CORP.; BORDEN, INC.;
BRANSON ULTRASONICS CORP.; BURNDY CORPORATION
(CURRENTLY, FRAMATONE CONNECTORS USA INC.); CIBA-GEIGY
CORPORATION; CONNECTICUT HARD RUBBER CO./CHR INDUSTRIES,
INC.; EATON CORPORATION; GANES CHEMICALS, INC.; GRUMMAN
CORP. & GRUMMAN AEROSPACE COMPANY, INC.; HOECHST CELANESE
CORPORATION; KING INDUSTRIES, INC.; KRAFT FOODS, INC.
(ON BEHALF OF GENERAL FOODS USA); KRAFT FOODS, INC.
(ON BEHALF OF WARE CHEMICAL); THE MENNEN COMPANY, INC.;
MERCK & CO., INC.; MINE SAFETY APPLICANCES COMPANY;
MINNESOTA MINING & MANUFACTURING COMPANY; NL INDUSTRIES,
INC.; NATIONAL STARCH AND CHEMICAL COMPANY; OCCIDENTAL
CHEMICAL CORPORATION (AS SUCCESSOR TO DIAMOND SHAMROCK
CHEMICALS INC.); THE PERKIN-ELMER CORPORATION; PFIZER INC.;
PITNEY BOWES, INC.; REICHOLD CHEMICALS, INC.; REVLOX
CONSUMER PRODUCTS CORPORATION; SCHENECTADY INTERNATIONAL,
INC.; E.R. SQUIBB & SONS, INC.; TEXTRON, INC. (PATTERSON-SARGENT);
UNION CARBIDE CORPORATION; THE UPJOHN COMPANY; R.T. VANDERBILT
COMPANY, INC.; and WYETH LABORATORIES, INC.

Defendants.

REGIONAL SOLICITOR
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U.S. DEPT. OF THE INTERIOR
NORTHEAST REGION

STATE OF RHODE ISLAND DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT, Plaintiff

v.

C.A. No. 97-540L

ALLIED SIGNAL, INC.; AMERICAN CYANAMID COMPANY;
ASHLAND CHEMICAL COMPANY; ELF ATOCHEM NORTH AMERICA,
INC.; GAF CORPORATION; GENERAL ELECTRIC COMPANY;
HYDRON LABORATORIES, INC.; MALLINCKRODT BAKER, INC.;
MONSANTO COMPANY; MORTON INTERNATIONAL, INC.;
AIR PRODUCTS AND CHEMICAL, INC.; AMERICAN STANDARD, INC.;
ARMSTRONG WORLD INDUSTRIES, INC.; BAYER CORPORATION
(fka MILES INC.); BER MAR MANUFACTURING CORP.; BORDEN, INC.;
BRANSON ULTRASONICS CORP.; BURNDY CORPORATION
(CURRENTLY, FRAMATONE CONNECTORS USA INC.); CIBA-GEIGY
CORPORATION; CONNECTICUT HARD RUBBER CO./CHR INDUSTRIES,
INC.; EATON CORPORATION; GANES CHEMICALS, INC.; GRUMMAN
CORP. & GRUMMAN AEROSPACE COMPANY, INC.; HOECHST CELANESE
CORPORATION; KING INDUSTRIES, INC.; KRAFT FOODS, INC.
(ON BEHALF OF GENERAL FOODS USA); KRAFT FOODS, INC.

(ON BEHALF OF WARE CHEMICAL); THE MENNEN COMPANY, INC.;
MERCK & CO., INC.; MINE SAFETY APPLICANCES COMPANY;
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CHEMICALS INC.); THE PERKIN-ELMER CORPORATION; PFIZER INC.;
PITNEY BOWES, INC.; REICHOLD CHEMICALS, INC.; REVLON
CONSUMER PRODUCTS CORPORATION; SCHENECTADY INTERNATIONAL,
INC.; E.R. SQUIBB & SONS, INC.; TEXTRON, INC. (PATTERSON-SARGENT);
UNION CARBIDE CORPORATION; THE UPJOHN COMPANY; R.T. VANDERBILT
COMPANY, INC.; and WYETH LABORATORIES, INC.

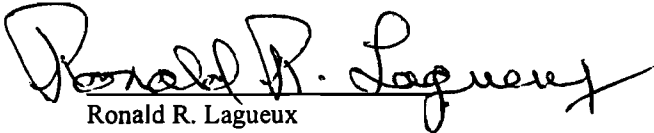
Defendants.

ORDER AND JUDGMENT

The motion of the United States for entry of Consent Decree hereby is granted.

The attached Consent Decree with appendices hereby is ordered to be entered as the judgment of this Court in this case.

It is so ordered.

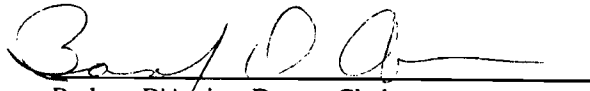


Ronald R. Lagueux

Chief Judge

October 8, 1997

Judgment is hereby entered.



Barbara D'Amico, Deputy Clerk

10-9-97

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
RD/RA CONSENT DECREE

PICILLO FARM SUPERFUND SITE
COVENTRY, RHODE ISLAND

CA 95 617

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF RHODE ISLAND

UNITED STATES OF AMERICA and
STATE OF RHODE ISLAND

Plaintiffs,

v.

ALLIED SIGNAL, INC., ET AL.

Defendants.

CIVIL ACTION NO.

CONSENT DECREE

I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint in this matter pursuant to Sections 105 and 107 of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §§ 9606, 9607 and Section 7003 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6973.

B. The United States in its complaint seeks, inter alia: (1) reimbursement of costs incurred and to be incurred by EPA and the Department of Justice for response actions at the Picillo Farm Superfund Site in Coventry, Rhode Island, 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 Rhode Island (the "State") on December 10, 1993 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 of Rhode Island (the "State") has also filed a complaint against the defendants in this Court alleging that the defendants are liable to the State under Section 107 of CERCLA, 42 U.S.C. § 9607, and State commonlaw nuisance claims. The State previously issued a demand for reimbursement of certain alleged Natural Resource damages in a letter dated February 1, 1995.

E. In accordance with Section 122(j)(1) of CERCLA, 42 U.S.C. § 9622(j)(1), EPA notified the Federal natural resource trustees on November 30, 1993 of negotiations with potentially responsible parties regarding the release of hazardous substances that may have resulted in injury to the natural resources under Federal trusteeship and encouraged the trustees to participate in the negotiation of this Consent Decree.

F. 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.

G. In response to a release or a substantial threat of a

release of hazardous substances at or from the Site, a Remedial Investigation and Feasibility Study ("RI/FS") for the soil contamination at the Site pursuant to 40 C.F.R. § 300.430, was issued in August 1983. An Endangerment Assessment and Engineering Feasibility Study were issued in March 1985 for the soil contamination at the Site.

H. The decision by EPA on the soil remedial action that was implemented at the Site is embodied in the Record of Decision ("1985 ROD"), executed on September 30, 1985, and amended on March 3, 1987. The 1985 ROD, as amended in 1987, included a responsiveness summary to the public comments. Notice of the final plan was published in accordance with Section 117(b) of CERCLA. The 1985 ROD, as amended in 1987, primarily addressed contaminated soil stockpiles at the Site.

I. Pursuant to a settlement reached in 1988 with the United States and the State, Ashland Chemical Company, G.A.F. Corporation, General Electric Company and Monsanto Company, without admitting liability, performed and completed the remedial action selected in the 1985 ROD, as amended in 1987. United States v. Ashland Chemical Company et al. CA -87-0475P (D.R.I. 1988). Pursuant to the settlement embodied in a consent decree approved by this Court, the United States and the State of Rhode Island covenanted not to sue those companies for certain future response costs including but not limited to the costs associated with future RI/FS for the Site.

J. In 1983, the State of Rhode Island sued various potentially responsible parties, including certain of the Settling Defendants pursuant to Section 107 of CERCLA for recovery of response costs relating to the Picillo Farm Site. The United States District Court for the District of Rhode Island, in O'Neil v. Picillo, 682 F. Supp. 706 (D.R.I. 1988), aff'd, 883 F.2d 176 (1st Cir. 1989), cert. denied, 493 U.S. 1071 (1990), found American Cyanamid, Rohm & Haas, and Hydron Laboratories, Inc. jointly and severally liable to the State of Rhode Island.

K. On October 16, 1989, the United States on behalf of EPA sued American Cyanamid Company and Rohm and Haas Company under Section 107 of CERCLA for recovery of its past response costs. The United States District Court for the District of Rhode Island, in United States v. American Cyanamid and Rohm & Haas, 786 F. Supp. 152 (D.R.I. 1992), found American Cyanamid and Rohm and Haas jointly and severally liable to the United States for certain of its past costs incurred relating to the Picillo Farm Site. In United States v. American Cyanamid Co. et al, 794 F. Supp 61 (D.R.I. 1990), the Court granted the United States a declaratory judgment, finding American Cyanamid and Rohm and Haas jointly and severally liable for future costs to be incurred relating to the Picillo Farm Site.

L. EPA commenced on November 9, 1987, a Remedial Investigation and Feasibility Study ("RI/FS") for ground water

contamination at the Site pursuant to 40 C.F.R. § 300.430.

M. EPA issued a Remedial Investigation ("RI") Report on December 9, 1992, and EPA issued a Feasibility Study ("FS") Report on June 10, 1993 for ground water contamination at the Site.

N. Pursuant to Section 117 of CERCLA, 42 U.S.C. § 9617, EPA published notice of the issuance of the FS Report and of the proposed plan for remedial action on June 15, 1993, 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 the Regional Administrator based the selection of the response action.

O. The decision by EPA on the remedial action to be implemented at the Site is embodied in the Record of Decision ("ROD"), executed on September 27, 1993, on which the State has given its concurrence. The ROD addresses the remaining Site contamination and includes a responsiveness summary to the public comments. Notice of the final plan was published in accordance with Section 117(b) of CERCLA.

P. 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 Performing Settling Defendants if conducted in accordance with the requirements of

this Consent Decree and its appendices.

Q. 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 Performing Settling Defendants shall constitute a response action taken or ordered by the President.

R. 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 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(b).

S. 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, that 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 and 1345, and 42 U.S.C. §§ 6973, 9606, 9607, and 9613(b), and pendent jurisdiction over state law claims. This Court also has personal jurisdiction over

the Settling Defendants. 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. The Complaint states claims against Settling Defendants upon which relief may be granted.

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 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. Performing 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 shall condition all contracts entered into hereunder upon performance of the Work in conformity with the terms of this Consent Decree. Performing 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. Performing 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 Performing 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:

"Additional Parties" shall mean those Settling Defendants listed on Appendix F.

"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 XXXII). In the event of conflict between this Decree and any appendix, this Decree shall control.

"Contributing Settling Defendants" shall mean those Settling

Defendants listed on Appendix E.

"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.

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

"Future Response Costs" shall mean: i) all direct and indirect costs, that the United States and the State incur and pay pursuant to the provisions of this Consent Decree, including costs incurred and paid pursuant to Sections X (Access and Institutional Controls), XVII (Emergency Response) and XXIII (Covenants Not To Sue By Plaintiffs), together with any accrued interest; ii) all costs, including direct and indirect costs, paid by the United States and the State in connection with the Site between February 22, 1994 and the effective date of this Consent Decree; and iii) all interest on the Past Response Costs from February 22, 1994 to the date of payment of the Past Response Costs. Future Response Costs shall not include Oversight Costs.

"Institutional Controls" shall mean deed restrictions and other requirements and controls developed for one or more of the

following purposes: 1) to restrict the use of contaminated ground water and surface water at the Site prior to the attainment of Performance Standards; 2) to limit human or animal exposure to Waste Material at or emanating from the Site; 3) to ensure non-interference with the performance of the Work; and 4) to ensure the functional integrity and effectiveness of the Work.

"Interest", in accordance with 42 U.S.C. § 9607(a), shall mean interest at the rate specified for interest on investments of the Hazardous Substance Superfund established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507. In calculating the Interest, EPA may compound on an annual basis.

"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, including, but not limited to, any amendments thereto.

"Natural Resources" shall have the meaning provided in Section 101(16) of CERCLA, 42 U.S.C. § 9601(16).

"Natural Resource Damages" shall mean any "damages" as that term is defined in Section 101(6) of CERCLA, 42 U.S.C. § 9601(6), including damages recoverable under Section 107(a)(4)(c) of CERCLA, 42 U.S.C. § 9607(a)(4)(c), for injury to, destruction of, or loss of any and all Natural Resources as a result of releases or threats of release at or from the Site.

"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).

"Oversight Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States and the State incur in reviewing or developing plans, reports and other items pursuant to this Consent Decree, verifying the Work, or otherwise implementing, overseeing, or enforcing this Consent Decree, including, but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, and the costs incurred pursuant to Sections VII (Modifications to the 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 Rhode Island, and the Settling Defendants.

"Past Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs and interest, that the United States and the State incurred and paid with regard to the Site through February 22, 1994, including, but not limited to, payroll costs, contractor costs, travel costs, and laboratory costs.

"Performance Standards" shall mean those cleanup standards, standards of control, cleanup levels, treatment standards, institutional controls, and other substantive requirements,

criteria or limitations set forth in Paragraph 15 of this Consent Decree or the SOW.

"Performing Settling Defendants" shall mean those Settling Defendants listed on Appendix D.

"Plaintiffs" shall mean the United States and the State of Rhode Island.

"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 27, 1993, by the Regional Administrator, EPA Region I, and all attachments thereto.

"Remedial Action" shall mean those activities, except for Operation and Maintenance, to be undertaken by the Performing Settling Defendants to implement the final plans and specifications submitted by the Performing Settling Defendants pursuant to the Remedial Design Work Plan and approved by EPA or any approved modification thereof.

"Remedial Action Work Plan" shall mean the document submitted by the Performing Settling Defendants pursuant to Paragraph 14.d of this Consent Decree and described more fully in Paragraph 14.e.

"Remedial Design" shall mean those activities to be undertaken by the Performing 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 submitted by the Performing Settling Defendants pursuant to Paragraph 14.a. of this Consent Decree and described more fully in Paragraph 14.b.

"RIDEM" shall mean the Rhode Island Department of Environmental Management and any successor departments or agencies of the State.

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

"Settling Defendants" shall mean those Parties identified in Appendix D (Performing Settling Defendants), Appendix E (Contributing Settling Defendants), and Appendix F (Additional Parties).

"Site" shall mean the Picillo Farm Superfund site, encompassing approximately 35 acres, as defined in the ROD, located on Piggy Hill Lane, southwest of the intersection of State Highway 102 and Perry Hill Road, in Coventry, Rhode Island and depicted generally on the map attached as Appendix C, including for the purposes of CERCLA Section 121(e)(1) the areas designated in 40 C.F.R. § 300.400(e).

"State" shall mean the State of Rhode Island, including its departments and agencies.

"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 Performing Settling Defendants to supervise and direct the implementation of the Work under this Consent Decree.

"United States" shall mean the United States of America.

"Waste Material" shall mean (1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (2) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (3) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27); and (4) any "hazardous material" under Rhode Island state law.

"Work" shall mean all activities Performing Settling Defendants are required to perform under this Consent Decree, including, but not limited to, Remedial Design, Remedial Action, Operation and Maintenance and any additional response actions; provided however that "Work" shall not include those activities required by Section XXVIII (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 human health and the environment at the Site by the design and implementation of response actions at the

Site by the Performing Settling Defendants and to reimburse Past Response Costs, Future Response Costs and Oversight Costs of the Plaintiffs by the Settling Defendants. Recognizing that American Cyanamid and Hydron Laboratories, Inc. have been found jointly and severally liable to the State in O'Neil v. Picillo, 682 F. Supp. 706 (D.R.I.), aff'd, 882 F.2d 176 (1st Cir. 1989), cert. denied, 493 U.S. 1071 (1990), and recognizing that American Cyanamid has been found jointly and severally liable to the United States in United States v. American Cyanamid Co. et al, 794 F. Supp (D.R.I. 1990), under CERCLA, 42 U.S.C. §§ 9601-9675, with regard to the Site, Plaintiffs and American Cyanamid and Hydron Laboratories, Inc. further intend and agree that, subject to the terms of this Consent Decree, American Cyanamid's and Hydron Laboratories Inc.'s entry into this Consent Decree satisfies their remaining obligations for costs of removal and remedial action and natural resource damages at the Site.

6. Commitments by Performing Settling Defendants

a. Performing Settling Defendants shall finance and perform the Work in accordance with this Consent Decree and all plans, standards, specifications, and schedules set forth in or developed or approved by EPA pursuant to this Consent Decree. Performing Settling Defendants shall also reimburse the United States and the State for certain response costs as provided in this Consent Decree.

b. The obligations of Performing 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 failure of any one or more Performing Settling Defendants to implement the requirements of this Consent Decree, the remaining Performing Settling Defendants shall complete all such requirements.

7. Compliance With Applicable Law

All activities undertaken by Performing Settling Defendants pursuant to this Consent Decree shall be performed in accordance with the requirements of all applicable federal and state laws and regulations. Performing 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; provided, however, that Performance Standards shall be met as set forth in Paragraph 15 of the Consent Decree. The activities conducted pursuant to this Consent Decree, if approved by EPA, shall be considered to be necessary and consistent with the NCP.

8. Permits

a. As provided in Section 121(e) of CERCLA and § 300.400(e) of the NCP, no permit shall be required for any portion of the Work conducted entirely on-site. Where any portion of the Work to be done off-site requires a federal or state permit or approval, Performing Settling Defendants shall submit timely and complete applications and take all other actions necessary to

obtain all such permits or approvals.

b. The Performing Settling Defendants may seek relief under the provisions of Section XX (Force Majeure) of this Consent Decree 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 if the Performing Settling Defendants submitted timely and complete applications and took all other actions necessary to obtain all such permits or approvals.

c. All hazardous waste, as defined under Section 1004(5) of RCRA, 42 U.S.C. § 6903(5), which Performing Settling Defendants generate in performance of the Work shall be managed by the Performing Settling Defendants in accordance with the NCP, including but not limited to the RCRA requirements relating to the use and signing of manifests. Performing Settling Defendants or their representatives shall be listed as the generator(s) on all manifested shipments of hazardous waste generated during performance of the Work.

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

9. Notice of Obligations to Successors-in-Title

a. Within 15 days after the entry of this Consent Decree, the Performing Settling Defendants shall record a certified copy of this Consent Decree with the Registry of Deeds in the Town of Coventry, Kent County, State of Rhode Island.

b. Performing Settling Defendants shall not use any portion of the Site in any manner that EPA determines would adversely affect the integrity of any containment system, treatment system or monitoring system installed pursuant to this Consent Decree.

c. Non-Admission; Use of Decree

The entry of this Consent Decree shall not be construed to be an acknowledgment by the Settling Defendants that the release or threatened release concerned constitutes an imminent and substantial endangerment to the public health or welfare or the environment. Except as otherwise provided in the Federal Rules of Evidence, the participation by any party in this Consent Decree shall not be considered an admission of liability for any purpose, and the fact of such participation shall not be admissible against such Settling Defendant in any judicial or administrative proceeding, including a subsequent proceeding under Section 122 of CERCLA, 42 U.S.C., § 9622.

VI. PERFORMANCE OF THE WORK BY PERFORMING SETTLING DEFENDANTS

10. The Performing Settling Defendants shall perform the Work for the Site as described in this Decree; in the Record of Decision ("ROD"), attached hereto as Appendix A; in the Statement of Work ("SOW"), attached hereto as Appendix B; and any subsequent 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, Work Plans or other plans or schedules attached to or approved pursuant to the SOW. The major components of the Remedial Action for the Site to be performed by the Performing Settling Defendants are as follows:

a. Source Control

- (i) In situ soil vacuum extraction (SVE) of contaminated soil to remove volatile organic compounds (VOCs);
- (ii) Thermal treatment, such as catalytic oxidation or similar methods as determined by EPA, of vapors extracted from the soil;
- (iii) Dewatering, i.e. lowering of the water table, and treatment of the extracted water;
- (iv) A pilot test conducted as part of the design to optimize the system prior to the full scale operation;
- (v) A treatability study of thermally enhanced SVE to assess its ability to facilitate removal of VOCs and semivolatile organic compounds (SVOCs);
- (vi) Implement access restrictions to the source area, such as fence construction;
- (vii) A soil gas monitoring program to demonstrate

that soil contamination is not causing an increase in the VOC concentrations in the underlying ground water in specified areas within the Site and a performance monitoring program to evaluate the effectiveness of the vapor extraction system and to determine the need to enhance, adjust or modify operating parameters of the system; and

b. Management of Migration

- (i) Extraction of contaminated ground water from the overburden and bedrock aquifers in the source and concentrated regions of the plume using overburden and bedrock extraction wells installed concurrently with the source remedy. The extraction wells shall provide hydraulic containment of the concentrated and source plumes (i.e., the plumes where total VOCs in ground water are above 1 part per million) in the overburden and bedrock. To prevent migration of contaminants, these areas shall be contained for the time period during which the ROD ground water cleanup levels are exceeded, whether or not EPA determines that it is technically impracticable to meet these cleanup levels or until EPA, after reasonable

opportunity for review and comment by RIDEM, determines that containment is no longer necessary or appropriate. In addition, dewatering during SVE operation shall provide active ground water restoration by extracting and treating ground water from within the source area;

(ii) Treatment of contaminated ground water using either ultraviolet (UV) /oxidation with activated carbon adsorption, air stripping with activated carbon adsorption, or other similar methods as determined by EPA. The treated water shall be reinjected into the aquifer or discharged to the surface waters;

(iii) An environmental monitoring program to evaluate the extent of contamination over time; to demonstrate compliance with ground water and surface water cleanup levels and the need to adjust or modify operating parameters of the system. The monitoring program shall operate for the time period during which the ground water and surface water contamination exceed the drinking water standards or until the remedy is otherwise deemed protective by EPA; and

- (iv) Institutional Controls to prevent the use of contaminated ground water and surface water as a drinking water source until the cleanup levels are met.

11. In order to expedite Remedial Design at the Site, Performing Settling Defendants have agreed to commence and perform Remedial Design activities as a contractual obligation effective upon their receipt of notice of signature of the EPA Regional Administrator on this Consent Decree. However, if the Consent Decree is denied entry by the Court before completion of all work provided for in this Paragraph, or the United States withdraws from this Consent Decree pursuant to Section XXXV (Lodging and Opportunity for Public Comment) of the Consent Decree, the Performing Settling Defendants may suspend performance as of the date of denial of entry by the Court or of written notice by the United States that it has withdrawn from the Decree. Upon the effective date of this Consent Decree, this Consent Decree shall govern the performance of the Work by the Performing Settling Defendants, and all ongoing obligations existing from the date of signature of the EPA Regional Administrator will continue without interruption and shall be enforceable obligations under this Consent Decree. Upon the effective date of this Consent Decree, all executory obligations, duties, burdens and sanctions arising under this Paragraph will be subject to enforcement pursuant to this Consent Decree,

including but not limited to stipulated penalties, retroactive to the date of signature of the EPA Regional Administrator, but no obligation, duty, penalty or sanction already performed or imposed under this Paragraph shall be required or imposed a second time under the Consent Decree, and the provisions of the Consent Decree and this Paragraph shall be construed accordingly.

12. All Work to be performed by Performing Settling Defendants pursuant to this Consent Decree shall be under the direction and supervision of a qualified contractor. Selection of the contractor for Remedial Design shall be in accordance with this Consent Decree. Within 60 days after notice of the signature of the EPA Regional Administrator, the Performing Settling Defendants shall notify EPA and the State, in writing, of the name, title, and qualifications of the Supervising Contractor to be used in carrying out the Remedial Design activities to be performed pursuant to this Consent Decree. Within 15 days after notification of EPA approval or modification of the final Remedial Design, the Performing Settling Defendants shall notify EPA and the State in writing of the name, title and qualifications of the Supervising Contractor and the names of contractors and/or subcontractors proposed to be used in carrying out the Remedial Action activities and/or the Operation and Maintenance activities to be performed pursuant to this Consent Decree. Performing Settling Defendants shall notify the EPA and

the State, in writing, of the names of any other contractors and/or subcontractors proposed within 7 days from their selection by the Performing Settling Defendants. Selection of any such Supervising or other contractor shall be subject to disapproval by EPA. If EPA disapproves of the selection of any contractor, the Performing Settling Defendants shall submit a list of contractors, including their qualifications, to EPA and the State within 21 days of receipt of the disapproval of the contractor previously selected. Upon EPA's response, the Performing Settling Defendants may at their election select any one not disapproved by EPA on the list. After selection of a contractor, Performing Settling Defendants shall notify EPA and the State of the name of the contractor within 3 days following receipt of notice.

13. All Remedial Action and Operation and Maintenance activities to be performed by the Performing Settling Defendants pursuant to this Consent Decree and under the direction and supervision of the Supervising Contractor shall also be subject to quality control by an independent, qualified contractor. Within 45 days after notification of EPA approval or modification of the final Remedial Design, the Performing Settling Defendants shall notify EPA and the State, in writing, of the name, title, and qualifications of the Independent Quality Assurance Team (IQAT) that shall be responsible for examining and testing various materials, procedures, and equipment during Remedial

Action and Operation and Maintenance. The IQAT shall be retained by the Performing Settling Defendants and shall be from an independent testing and inspection organization. The IQAT shall function to (a) direct and perform tests for quality assurance inspection activities; (b) verify that the Construction QC Plan is implemented; (c) perform independent on-site inspections of the Work to assess compliance with project standards; (d) verify that equipment and testing procedures meet the test requirements; and (e) report to the Performing Settling Defendants, EPA and the State the results of all inspections.

14. The following Work shall be performed by Performing Settling Defendants:

a. Pursuant to this Consent Decree and in accordance with the time periods specified in the SOW, Performing Settling Defendants shall submit for review, modification and/or approval by EPA, after a reasonable opportunity for review and comment by the State, work plan(s) for the Remedial Design at the Site (Remedial Design Work Plan(s) or RD Work Plan(s)). The work plan(s) shall be developed in conformance with the ROD, the SOW and EPA Superfund Remedial Design and Remedial Action Guidance (OSWER Directive 9355.0-4A), and any additional guidance documents provided by EPA to Performing Settling Defendants.

b. The RD Work Plan(s) shall include the documents specified in the SOW, and shall contain schedules in accordance with the time limits specified in the SOW for design of the

Remedial Action.

c. Performing Settling Defendants shall implement the Work detailed in the RD Work Plan(s) upon the approval or modification by EPA of such work plan(s) pursuant to the procedures in Section XII (EPA Approval of Plans and Other Submissions). Unless otherwise directed by EPA, the Performing Settling Defendants shall not commence field activities until approval by EPA of these Work Plan(s). Upon such approval, these Work Plan(s) and any submissions required thereunder or under this Consent Decree shall be enforceable under this Consent Decree. All Remedial Design activities shall be conducted in accordance with the National Contingency Plan, the EPA Superfund Remedial Design and Remedial Action Guidance, any additional guidance provided by EPA, and the requirements of this Consent Decree, including the standards, specifications and schedule contained in the SOW and these Work Plan(s).

d. In accordance with the time periods specified in the SOW, Performing Settling Defendants shall submit for review, modification and/or approval by EPA, after a reasonable opportunity for review and comment by the State, work plan(s) for the Remedial Action and Operation and Maintenance at the Site (RA Work Plan(s) and O&M Plan(s), respectively). These Work Plan(s) shall be developed in conformance with the ROD, the SOW and the EPA Superfund Remedial Design and Remedial Action guidance (OSWER Directive 9355.0-4A), and any additional guidance documents

provided by EPA.

e. The RA Work Plan(s) and O&M Plan(s) shall include the documents specified in the SOW, and shall contain schedules in accordance with the time limits identified in the SOW for implementation of the Remedial Action and Operation and Maintenance.

f. Performing Settling Defendants shall implement the Work detailed in the RA Work Plan(s) upon approval or modification of the RA Work Plan(s) by EPA pursuant to the procedures in Section XII. Upon approval by EPA, the RA Work Plan(s) and any submissions required thereunder or under this Consent Decree shall be enforceable under this Consent Decree. All Remedial Action activities shall be conducted in accordance with the National Contingency Plan, the EPA Superfund Remedial Design and Remedial Action guidance (OSWER Directive 9355.0-4A), and any additional guidance provided by EPA, and with the requirements of this Consent Decree, including the standards, specifications and schedules contained in the SOW and the RA Work Plan(s). Performing Settling Defendants shall implement the Work detailed in the O&M Plan(s) upon approval or modification of the O&M Plan(s) by EPA pursuant to the procedures in Section XII (EPA Approval of Plans and Other Submissions). Upon approval by EPA, the O&M Plan(s) and any submissions required thereunder or under this Consent Decree shall be enforceable under this Consent Decree. All Operation and Maintenance activities shall be

conducted in accordance with the National Contingency Plan, the EPA Superfund Remedial Design and Remedial Action guidance (OSWER Directive 9355.0-4A), any additional guidance provided by EPA, and the requirements of this Consent Decree, including the standards, specifications and schedules contained in the SOW and the O&M Plan(s).

g. Upon entry of this Consent Decree, all obligations concerning Remedial Design shall be incorporated into and subject to enforcement pursuant to this Consent Decree, including but not limited to stipulated penalties, retroactive to the date of signature of the EPA Regional Administrator.

15. The Work performed by Performing Settling Defendants pursuant to this Consent Decree shall achieve the following Performance Standards, set forth in subparagraphs a.- e. below, unless EPA determines that it is technically impracticable to do so, by implementing the remedy selected in the ROD, consistent with the SOW:

a. Ground Water Cleanup Levels: Performing Settling Defendants shall achieve Interim Cleanup Levels for ground water contamination. The Performing Settling Defendants must demonstrate that they have achieved compliance with the Interim Cleanup Levels for a period of three consecutive years, according to the evaluation procedure defined in 40 C.F.R. § 264.97, and the SOW. If EPA determines, after a reasonable opportunity for review and comment by RIDEM, that the cumulative risks posed by

the residual contaminants after achievement of the Interim Cleanup Levels are within EPA's risk management standard for carcinogens and non-carcinogens, these residual levels shall constitute the Final Cleanup Levels for the Site ground water and shall be considered Performance Standards for the Remedial Action regarding Site ground water. If EPA determines, after a reasonable opportunity for review and comment by RIDEM, that the cumulative risks posed by the residual levels after achievement of the Interim Cleanup Levels are not within EPA's risk management standard for carcinogens and non-carcinogens, then EPA will establish Modified Cleanup Levels, and the Performing Settling Defendants shall continue the Remedial Action until (a) the Modified Cleanup Levels are achieved for a period of three consecutive years, according to the evaluation procedure defined in 40 C.F.R. § 264.97 and the SOW, or (b) the remedy is otherwise deemed protective by EPA. In the event that Modified Cleanup Levels are established, such levels shall constitute the Final Cleanup Levels for the Site ground water and shall be considered Performance Standards for any Remedial Action regarding Site ground water. The point of compliance for ground water shall be throughout the plume (defined as approximately 35 acres of contaminated ground water) as indicated in the Record of Decision;

INTERIM GROUND WATER CLEANUP LEVELS

<u>Contaminants of Concern</u>	<u>Interim Cleanup Level (ug/l)</u>
Volatiles:	
Acetone	3,700
Benzene	5.0
2-Butanone	22,000
Carbon tetrachloride	5.0
Chloroform	100
1,2-Dichloroethane	5.0
1,1-Dichloroethene	7.0
1,2-Dichloroethene (total)	70
Dichloromethane	5.0
1,2-Dichloropropane	5.0
Ethylbenzene	700
Styrene	100
Tetrachloroethene	5.0
Toluene	1,000
1,1,1-Trichloroethane	200
1,1,2-Trichloroethane	3.0
Trichloroethene	5.0
Vinyl Chloride	2.0
Semi-Volatiles:	
1,2-Dichlorobenzene	75
2,4-Dichlorophenol	110
Bis (2-chloroethyl) ether	5.0
Bis (2-ethylhexyl) phthalate	6.0
Isophorone	90
Nitrobenzene	18
Pesticides and PCBs:	
Aldrin	0.01
Aroclor 1248	0.5
Dieldrin	0.02
Heptachlor	0.4
Heptachlor epoxide	0.2
Metals:	
Antimony	6.0
Beryllium	4.0
Cadmium	5.0
Chromium	100
Lead	15
Manganese	180

b. Soil Cleanup Levels: Performing Settling Defendants shall achieve soil cleanup as set forth in the SOW. Table 2A of the ROD, reproduced below, provides Soil Cleanup Levels for contaminants of concern. In-situ soil gas concentration

measurements in specified areas of the Site shall be used as a basis to demonstrate that soil cleanup has been achieved to protect human health and the aquifer by reducing soil contamination to a level at which it will not contribute to increased concentration of underlying ground water contamination. The point of compliance for these soils, consistent with the NCP, shall be throughout all contaminated soils in the areas near the former disposal trenches (indicated generally on the Figures 8 through 11 and Figure 19 in Appendix A of the ROD);

SOIL CLEANUP LEVELS

<u>Contaminants of Concern</u>	<u>Cleanup Level (ug/kg)</u>
Volatiles:	
Acetone	2,400
Benzene	5.0
2-Butanone	13,000
Carbon tetrachloride	5.3
Chloroform	71
1,2-Dichloroethane	5.0
1,1-Dichloroethene	6.0
1,2-Dichloroethene	53
Dichloromethane	5.0
1,2-Dichloropropane	5.0
Ethylbenzene	1,200
Styrene	460
Tetrachloroethene	11
Toluene	990
1,1,1-Trichloroethane	270
1,1,2-Trichloroethane	5.0
Trichloroethene	5.1
Vinyl Chloride	10
Semi-Volatiles:	
Bis (2-chloroethyl) ether	330
Bis (2-ethylhexyl) phthalate	330
1,2-Dichlorobenzene	600
2,4-Dichlorophenol	330
Isophorone	330
Nitrobenzene	330
Pesticides:	
Aldrin	4.2
Dieldrin	3.3
Heptachlor	21
Heptachlor epoxide	1.7

c. Surface Water: Performing Settling Defendants shall achieve cleanup levels for surface water contamination. The point of compliance for all surface waters, consistent with the NCP, shall be the points where the release enters the surface waters, including the Unnamed Swamp and other wetlands and open water bodies on the Site;

SURFACE WATER CLEANUP LEVELS

Contaminants of Concern Cleanup Level (ug/l)

Volatiles:

Benzene	5.0
Chlorobenzene	18
Chloroform	32
1,2-Dichloroethane	5.0
1,1-Dichloroethene	7.0
1,2-Dichloroethene (total)	70
Dichloromethane	5.0
1,2-Dichloropropane	5.0
Ethylbenzene	36
Tetrachloroethene	5.0
Toluene	14
trans-1,2-Dichloroethene	100
1,1,1-Trichloroethane	200
Trichloroethene	5.0
Vinyl Chloride	2.0

Semi-Volatiles:

Benzo (a) pyrene	5.0
Bis (2-ethylhexyl) phthalate	6.0
Diethyl phthalate	5.0
Dimethyl phthalate	5.0

Pesticides and PCBs:

Aroclor 1248	0.2
Aroclor 1260	0.2
Dieldrin	0.02
Heptachlor	0.01
Methoxychlor	0.1

Metals:

Aluminum	748
Cadmium	1.20
Copper	7.0
Beryllium	4.0
Iron	1,000
Lead	2.0
Manganese	180
Mercury	0.2
Zinc	33

d. Institutional Controls: In accordance with Paragraph

30. Performing Settling Defendants shall implement Institutional Controls to ensure that future use of ground water and surface water and future development of land are prohibited until cleanup levels, specified above in subparagraphs 15.a.- c., have been attained;

e. Other standards and criteria identified as ARARs in the ROD, which are not soil, groundwater or surface water cleanup standards or criteria, are hereby incorporated by reference and must be attained, as if set forth fully herein.

16. Performing Settling Defendants acknowledge and agree that nothing in this Consent Decree, the SOW, or the Remedial Design or Remedial Action Work Plans, or the O&M Plan(s) 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. Performing Settling Defendants' compliance with the Work requirements shall not foreclose Plaintiffs from seeking compliance with all terms and conditions of this Consent Decree.

17. Performing 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.

a. The Performing 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 Performing 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.

b. The identity of the receiving facility and state will be determined by the Performing Settling Defendants following the award of the contract for Remedial Action construction. The Performing Settling Defendants shall provide the information required by Paragraph 17.a. as soon as practicable after the award of the contract and before the Waste Material is actually shipped.

VII. MODIFICATIONS OF THE SOW OR RELATED WORK PLANS

18. 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 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.

b. For the purposes of this Paragraph 18 and Paragraph 18 only, the "scope of the remedy selected in the ROD" is restoration of ground water to the extent technically practicable using soil vapor extraction (SVE) and treatment, ground water extraction and treatment, and Operation and Maintenance, as described in the SOW. The source and concentrated ground water plumes will be contained for the time period during which cleanup levels specified in the ROD are exceeded.

c. If Performing Settling Defendants object to any modification determined by EPA to be necessary pursuant to this Paragraph, they may seek dispute resolution pursuant to Section XXI (Dispute Resolution), Paragraph 71 (record review). The SOW and/or related work plans shall be modified in accordance with final resolution of the dispute.

d. Performing 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 or authorized by law.

VIII. REMEDY REVIEW

19. Periodic Review. Performing 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.

20. 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.

21. Opportunity To Comment. Performing 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 reviews conducted pursuant to Section 121(c) of CERCLA and to submit written comments for the record during the comment period.

22. Performing Settling Defendants' Obligation To Perform Further Response Actions. If EPA selects further response actions for the Site, the Performing Settling Defendants shall undertake such further response actions to the extent that the reopener conditions in Paragraph 89.a. or Paragraph 90.a. (United

States' reservations of liability based on unknown conditions or new information) are satisfied. Performing Settling Defendants may invoke the procedures set forth in Section XXI (Dispute Resolution) to dispute (1) EPA's determination that the reopener conditions of Paragraph 89.a. or Paragraph 90.a. of Section XXIII (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 whether the Remedial Action is protective or to EPA's selection of further response actions shall be resolved pursuant to Paragraph 71 (record review).

23. Submission of Plans. If Performing Settling Defendants are required to perform the further response actions pursuant to Paragraph 22, 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 Performing Settling Defendants) and shall implement the plan approved by EPA in accordance with the provisions of this Decree.

IX. QUALITY ASSURANCE, SAMPLING, AND DATA ANALYSIS

24. Performing Settling Defendants shall use quality assurance, quality control, and chain of custody procedures throughout the performance of the Work in accordance with the SOW, "EPA Requirements for Quality Assurance Project Plans for Environmental Data Operation" (EPA QA/R5), "Preparing Perfect

Project Plans" (EPA /600/9-88/087), and subsequent amendments to such guidelines and guidances upon notification by EPA to Performing Settling Defendants of such amendment. Amended guidelines and guidances shall apply only to procedures conducted after such notification. If relevant to the proceeding, the Parties agree that validated sampling data generated in accordance with a Quality Assurance Project Plan ("QAPP") submitted pursuant to the SOW, and reviewed and approved by EPA shall be admissible as evidence, without objection as to validity, in any proceeding under this Decree. Performing Settling Defendants shall ensure that EPA and State personnel and their authorized representatives are allowed access at reasonable times to all laboratories utilized by Performing Settling Defendants in implementing this Consent Decree. In addition, Performing Settling Defendants shall ensure that such laboratories shall analyze all samples submitted by EPA pursuant to the QAPP for quality assurance monitoring. Performing 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. Performing 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.

25. Upon request of EPA or the State, the Performing Settling Defendants shall allow split or duplicate samples to be taken by

EPA and the State or their authorized representatives.

Performing 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. 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 Performing Settling Defendants to take split or duplicate samples of any samples they take as part of the Plaintiffs' oversight of the Performing Settling Defendants' implementation of the Work.

26. Performing Settling Defendants shall submit to EPA and the State 6 copies of the results of all sampling and/or tests or other data obtained or generated by or on behalf of Performing Settling Defendants with respect to the Site and/or the implementation of this Consent Decree unless EPA agrees otherwise.

27. Notwithstanding any provision of this Consent Decree, the United States and the State hereby retains all of its information gathering and inspection authorities and rights, including enforcement actions related thereto, under CERCLA, RCRA and any other applicable statutes or regulations. Except as otherwise provided herein, Performing Settling Defendants reserve all rights and defenses regarding such activities.

X. ACCESS AND INSTITUTIONAL CONTROLS

28. Commencing upon notice of the signature of the Regional

Administrator on this Consent Decree, the Performing Settling Defendants agree to provide the United States, the State, and their representatives, including, but not limited to, EPA and its contractors, access at all reasonable times to the Site and any other property to which access is required for the implementation of this Consent Decree, to the extent access to the property is controlled by Performing Settling Defendants, for the purposes of conducting any activity related to this Consent Decree including, but not limited to:

- a. Monitoring the Work;
- b. Verifying any data or information submitted to the United States;
- c. Conducting investigations relating to contamination at or near the Site;
- d. Obtaining samples;
- e. Assessing the need for, planning, or implementing additional response actions at or near the Site;
- f. Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Performing Settling Defendants or their agents, consistent with Section XXVII (Access to Information); and
- g. Assessing Performing Settling Defendants' compliance with this Consent Decree.

29. To the extent that the Site or any other property to which access is required for the implementation of this Consent

Decree is owned or controlled by persons other than Performing Settling Defendants, Performing Settling Defendants shall use "best efforts" to secure from such persons access for Performing Settling Defendants, as well as for the United States and the State and their representatives, including, but not limited to, their contractors as necessary to effectuate implementation of this Consent Decree. For purposes of this Paragraph, "best efforts" includes the payment of reasonable sums of money in consideration of Access; provided, however, that Performing Settling Defendants shall not be required to pay any sums for Access to any non-settler whom the EPA has identified as a potentially responsible party prior to entry of this Consent Decree. If any Access required to complete the Work is not obtained within 45 days of notice of the signature of the EPA Regional Administrator on the Consent Decree, or within 45 days of the date EPA notifies the Performing Settling Defendants in writing that additional Access beyond that previously secured is necessary, Performing Settling Defendants shall promptly notify the United States in writing, and shall include in that notification a summary of the steps Performing Settling Defendants have taken to attempt to obtain Access. The United States or the State may, as they deem appropriate, assist Performing Settling Defendants in obtaining Access. Performing Settling Defendants shall reimburse the United States or the State, in accordance with the procedures in Section XVIII

(Reimbursement of Response Costs), for all costs incurred by the United States or the State in obtaining Access, including, but not limited to, attorneys fees and the amount of just compensation.

30. To the extent that the Site or any other property for which Institutional Controls are required for the implementation of this Consent Decree is owned or controlled by persons other than Performing Settling Defendants, Performing Settling Defendants shall use "best efforts" to secure from, such persons Institutional Controls, as specified in the SOW. For purposes of this Paragraph, "best efforts" includes the payment of reasonable sums of money in consideration of Institutional Controls, provided, however, that Performing Settling Defendants shall not be required to pay any sums for Institutional Controls to any non-settler whom the EPA has identified as a potentially responsible party prior to entry of this Consent Decree. If any Institutional Controls required to complete the Work are not obtained within the schedule established pursuant to the SOW or within 45 days of the date EPA notifies the Performing Settling Defendants in writing that additional Institutional Controls beyond those previously secured is necessary, Performing Settling Defendants shall promptly notify the United States in writing, and shall include in that notification a summary of the steps Performing Settling Defendants have taken to attempt to obtain Institutional Controls. The United States or the State may as it

deems appropriate, assist Performing Settling Defendants in obtaining Institutional Controls. Performing Settling Defendants shall reimburse the United States or the State, in accordance with the procedures in Section XVIII (Reimbursement of Response Costs), for all costs incurred by the United States or the State in obtaining Institutional Controls, including, but not limited to, attorneys fees and the amount of money paid for Institutional Controls.

31. Notwithstanding any provision of this Consent Decree, the United States and the State retain all of its access authorities and rights, including enforcement authorities related thereto, under CERCLA, RCRA and any other applicable statute or regulations. Except as otherwise provided herein, Performing Settling Defendants reserve all rights and defenses in respect of such activities.

XI. REPORTING REQUIREMENTS

32. In addition to any other requirement of this Consent Decree, Performing Settling Defendants shall submit to EPA and the State 6 copies of written monthly progress reports that: (a) describe the actions which have been taken toward achieving compliance with this Consent Decree during the previous month; (b) include a summary of all results of sampling and tests and all other data received or generated by Performing Settling Defendants or their contractors or agents in the previous month; (c) identify all work plans, plans and other deliverables

required by this Consent Decree that were completed and submitted during the previous month; (d) describe all actions, including, but not limited to, data collection and implementation of work plans, which are scheduled for the next six weeks and provide other information relating to the progress of construction, including, but not limited to, critical path diagrams, Gantt charts and Pert charts; (e) include information regarding percentage of completion, unresolved delays encountered or anticipated that may affect the future schedule for implementation of the Work, and a description of efforts made to mitigate those delays or anticipated delays; (f) include any modifications to the work plans or other schedules that Performing Settling Defendants have proposed to EPA or that have been approved by EPA; 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 six weeks.

Performing Settling Defendants shall submit these progress reports to EPA and the State by the tenth day of every month following notice of signature of the EPA Regional Administrator on the Consent Decree until EPA notifies the Performing Settling Defendants pursuant to Paragraph 51.b of Section XVI

(Certification of Completion). If requested by EPA or the State, Performing Settling Defendants shall also provide briefings for EPA and the State to discuss the progress of the Work.

33. The Performing 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 Performing Settling Defendants are required to report pursuant to Section 103 of CERCLA, 42 U.S.C. § 9603, and/or Section 304 of the Emergency Planning and Community Right-to-know Act (EPCRA), 42 U.S.C. § 11004, Performing Settling Defendants shall within 24 hours of the on-set of such event orally notify the EPA Project Coordinator or the Alternate EPA Project Coordinator designated pursuant to Section XIII (Project Coordinators) (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 Unit, Region I, United States Environmental Protection Agency, and the State Project Coordinator. These reporting requirements are in addition to the reporting required by CERCLA Section 103 or EPCRA Section 304..

35. Within 20 days of the onset of such an event, Performing Settling Defendants shall furnish to Plaintiffs a written report, signed by the Performing Settling Defendant's Project Coordinator, setting forth the events which occurred and the measures taken, and to be taken, in response thereto. Within 30 days of the conclusion of such an event, Performing Settling

Defendants shall submit a report setting forth all actions taken in response thereto.

36. Performing Settling Defendants shall submit 3 copies 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. Performing Settling Defendants shall simultaneously submit 3 copies of all such plans, reports and data to the State.

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

XII. 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 a reasonable opportunity for review and comment by the State, shall in writing: (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 Performing Settling Defendants modify the submission; (e) disapprove, in whole or in part, the

submission, notifying Performing Settling Defendants of deficiencies and of EPA's decision that EPA will modify the submission; or (f) any combination of the above. However, EPA shall not modify a submission without first providing Performing Settling Defendants at least one notice of deficiency and an opportunity to cure within 14 days, 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), or (e), Performing 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 XXI (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) or (e) and the submission has a material defect, EPA retains its right to seek stipulated penalties, as provided in Section XXII (Stipulated Penalties).

40. a. Upon receipt of a written notice of disapproval pursuant to Paragraph 38(d), Performing Settling Defendants shall, within 14 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 XXII (Stipulated Penalties), shall accrue during the 14-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 42 and 43.

b. Notwithstanding the receipt of a written notice of disapproval pursuant to Paragraph 38(d) or (e), Performing 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 Performing Settling Defendants of any liability for stipulated penalties under Section XXII (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 Performing 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. Performing 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 XXI (Dispute Resolution).

42. If upon resubmission, a plan, report, or item is

disapproved or modified by EPA due to a material defect, Performing Settling Defendants shall be deemed to have failed to submit such plan, report, or item timely and adequately unless the Performing Settling Defendants invoke the dispute resolution procedures set forth in Section XXI (Dispute Resolution) and EPA's action is overturned pursuant to that Section. The provisions of Section XXI (Dispute Resolution) and Section XXII (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 XXII.

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.

XIII. PROJECT COORDINATORS

44. Within 20 days of the receipt by Performing Settling Defendants of notice of the signature of the EPA Regional Administrator on this Consent Decree, Performing 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 5 working days before the changes occur, unless impracticable, but in no event later than the actual day the change is made. The Performing 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 Performing Settling Defendants' Project Coordinator shall not be an attorney for any of the Performing 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. In addition, EPA will designate, in writing, a Geographic Section Chief, or equivalent, who will be responsible for all the findings of approval/disapproval, and comments on all major project deliverables.

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, conduct or direct 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. In addition to the meetings required by the SOW during the construction period, EPA's Project Coordinator and the Performing Settling Defendants' Project Coordinator will meet or confer by telephone at least monthly.

XIV. ASSURANCE OF ABILITY TO COMPLETE WORK

47. Within 90 days of lodging of this Consent Decree, Performing Settling Defendants shall establish and maintain financial security in the amount of \$15,700,000 in one of the following forms:

- a. A surety bond guaranteeing performance of the Work;
- b. One or more irrevocable letters of credit;
- c. A guarantee to perform the Work by one or more parent corporations or subsidiaries, or by one or more unrelated corporations that have a substantial business relationship with at least one of the Performing Settling Defendants; or

d. A demonstration that one or more of the Performing Settling Defendants satisfy the requirements of 40 C.F.R. Part 264.143(f).

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

XV. TRUST FUND

49. The Performing Settling Defendants shall present to the Plaintiffs a signed Trust Agreement establishing the Picillo Farm Site Trust Fund ("Trust Fund") within twenty (20) days after entry of this Consent Decree. Within thirty (30) days of entry of this Decree, the Contributing Settling Defendants shall pay into the Trust Fund the amount that is shown on Appendix E. The Performing Settling Defendants shall fund the Trust Fund as required to assure timely payments for the performance of the Work.

XVI. CERTIFICATION OF COMPLETION

50. Completion of the Remedial Action

a. Within 90 days after Performing Settling Defendants conclude that the Remedial Action has been fully performed and the Performance Standards have been attained in accordance with the Consent Decree and the Statement of Work, including the approved design documents, Performing Settling Defendants shall schedule and conduct a pre-certification inspection to be attended by Performing Settling Defendants, EPA and the State. If, after the pre-certification inspection, the Performing Settling Defendants still believe that the Remedial Action has been fully performed and the Performance Standards have been attained in accordance with the Consent Decree and the Statement of Work, including the approved design documents, they shall submit a written report requesting certification to EPA for

approval, with a copy to the State, pursuant to Section XII (EPA Approval of Plans and Other Submissions) within 30 days of the inspection. In the report, a registered professional engineer shall state that the Remedial Action has been completed in full satisfaction of the SOW and the approved design documents and the Performing 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 duly authorized representative of each Performing Settling Defendant:

"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 a 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 in accordance with the Consent Decree and the Statement of Work, including the approved design documents, EPA will notify Performing Settling Defendants in writing of the activities that must be undertaken by Performing Settling Defendants pursuant to this Consent Decree to complete

the Remedial Action and achieve the Performance Standards in accordance with the Consent Decree and the Statement of Work, including the approved design documents. Provided, however, that EPA may only require Performing 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 18.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 Performing Settling Defendants to submit a schedule to EPA for approval pursuant to Section XII (EPA Approval of Plans and Other Submissions). Performing 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 XXI (Dispute Resolution).

b. If EPA concludes, based on the pre-certification inspection and 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 in accordance with the Consent Decree and the Statement of Work, including the approved design documents, EPA will so certify in writing to

Performing 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 XXIII (Covenants Not to Sue by Plaintiffs).

Certification of Completion of the Remedial Action shall not affect Performing Settling Defendants' obligations under this Consent Decree that continue beyond the Certification of Completion.

51. Completion of the Work

a. Within 90 days after Performing Settling Defendants conclude that all phases of the Work (including O & M), have been fully performed, Performing Settling Defendants shall schedule and conduct a pre-certification inspection to be attended by Performing Settling Defendants, EPA and the State. If, after the pre-certification inspection, the Performing Settling Defendants still believe that the Work has been fully performed, Performing Settling Defendants shall submit a written report by a registered professional engineer stating that the Work has been completed in full satisfaction of the SOW and the approved design documents and the Performing Settling Defendants' Project Coordinator shall state 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 duly authorized agent of each Performing Settling Defendant:

"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 a 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 Performing Settling Defendants in writing of the activities that must be undertaken by Performing Settling Defendants pursuant to this Consent Decree to complete the Work. Provided, however, that EPA may only require Performing 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 18.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 Performing Settling Defendants to submit a schedule to EPA for approval pursuant to Section XII (EPA Approval of Plans and Other Submissions). Performing 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 XXI (Dispute Resolution).

b. If EPA concludes, based on the pre-certification inspection and the initial or any subsequent request for Certification of Completion by Performing 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 Performing Settling Defendants in writing.

XVII. EMERGENCY RESPONSE

52. a. 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, Performing Settling Defendants shall, subject to Paragraph 52.b, 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 Performing Settling Defendants shall immediately notify the EPA Emergency Response Unit, Region I. Performing Settling Defendants shall also notify the State's Project Coordinator or Alternate Project Coordinator. Within 5 days after the notification, the Performing Settling Defendants shall provide to EPA and the State notice, in writing, of the actions taken to prevent, abate or minimize the release or threat of release. Performing 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 and approved by EPA. In the event that Performing Settling Defendants fail to take appropriate response action as required by this Section, and EPA or, as appropriate, the State take such action instead, Performing Settling Defendants shall reimburse EPA and the State all costs of the response action not inconsistent with the NCP pursuant to Section XVIII (Reimbursement of Response Costs).

b. Nothing in the preceding Paragraph or in this Consent Decree shall be deemed to limit any authority of the United States, or the State, to take, direct, or order all appropriate action or to 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.

XVIII. REIMBURSEMENT OF RESPONSE COSTS

53. In any circumstance where Settling Defendants shall be required to pay sums to the United States or the State pursuant to this Consent Decree, and except as may otherwise be provided, Settling Defendants shall make all payments in accordance with the requirements of this Paragraph:

a. All payments required to be made to the United States shall be in the form of a certified or cashier's check(s) made payable to "EPA Hazardous Substances Superfund" and referencing

the EPA Region and Site/Spill ID # 01-01, and DOJ case number 90-11-2-985. The Settling Defendants shall forward the certified check(s) to EPA Region I, Attn: Superfund Accounting, P.O. Box 360197M, Pittsburgh, PA 15251 and shall send copies of the check and transmittal letter to the United States as specified in Section XXIX (Notices and Submissions).

b. All payments required to be made to the State shall be in the form of a certified or cashier's check(s) made payable to "General Treasurer" (for deposit in the Environmental Response fund). The Settling Defendants shall send the certified or cashier's check(s) to the Office of the Director, RIDEM at the address set forth in Section XXIX (Notices and Submissions).

54. Performing Settling Defendants shall reimburse the United States for Oversight Costs not inconsistent with the National Contingency Plan incurred by the United States up to a total amount of Two Hundred Thousand Dollars (\$200,000.00). The United States will send Performing Settling Defendants a bill(s) requiring payment that consists of a Region I standard oversight 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, the State, and their contractors. Performing Settling Defendants shall make all payments within 30 days of Performing Settling Defendants' receipt of each bill requiring payment, except as otherwise provided in Paragraph 56. Payment shall be made in accordance

with the procedure set forth in Paragraph 53.

55. Performing Settling Defendants shall reimburse the United States for all Future Response Costs, excluding Future Response Costs incurred by the United States and the State between February 22, 1994 and lodging of this Consent Decree and interest on Past Response Costs from February 22, 1994 to the date of payment of Past Response Costs, in accordance with the procedures set forth in Paragraph 53.

56. Performing Settling Defendants may contest payment of any Future Response Costs or Oversight Costs under Paragraphs 54 or 55 if they determine that the United States has made an accounting error or if they allege that a cost item that is included represents costs that are inconsistent with the NCP, provided such objection shall be made in writing within 30 days of receipt of the bill and must be sent to the United States pursuant to Section XXIX (Notices and Submissions). Any such objection shall specifically identify the contested Future Response Costs or Oversight Costs and the basis for objection. In the event of an objection, the Performing Settling Defendants shall within the 30 day period pay all uncontested Future Response Costs or Oversight Costs to the United States in the manner described in Paragraph 53. Simultaneously, within 30 days of receipt of the bill, the Performing Settling Defendants shall establish an interest bearing escrow account in a federally-insured bank duly chartered in the United States and remit to

that escrow account funds equivalent to the amount of the contested Future Response Costs or Oversight Costs. The Performing Settling Defendants shall send to the United States, as provided in Section XIX (Notices and Submissions), a copy of the transmittal letter and check paying the uncontested Future Response Costs or 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 Performing Settling Defendants shall initiate the Dispute Resolution procedures in Section XXI. If the United States prevails in the dispute, within 5 days of the resolution of the dispute, the Performing Settling Defendants shall pay the sums due (with accrued interest) to the United States in the manner described in Paragraph 53. If the Performing Settling Defendants prevail concerning any portion of the contested costs, the Performing Settling Defendants shall pay that portion of the costs (plus associated accrued interest) for which they did not prevail to the United States in accordance with instructions provided by the United States to the Performing Settling Defendants; Performing Settling Defendants shall be disbursed any balance of the escrow account. Unless a determination is made under this Paragraph in

conjunction with the Dispute Resolution procedures of Section XXI that the Performing Settling Defendants are not obligated to pay contested portions of the bill, the time for payment of the contested portions of the bill shall remain the original payment due date, and Interest shall accrue on any unpaid portions of the bill from the original payment due date. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section XXI (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding the Performing Settling Defendants' obligation to reimburse the United States for their Future Response Costs or Oversight Costs.

57. In the event that the payments required by Paragraphs 54 or 55 are not made within 30 days of the Performing Settling Defendants' receipt of the bill, Performing Settling Defendants shall pay interest on the unpaid balance at the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607. The Interest on Future Response Costs or Oversight Costs shall begin to accrue on the date of the Performing Settling Defendants' receipt of the bill. Interest shall accrue at the rate specified through the date of the Performing Settling Defendant's payment. The Performing Settling Defendants shall pay a one-percent handling charge and a six percent penalty charge to the United States Treasury, if the Performing Settling Defendants have not paid the full amount required by Paragraphs 54 or 55 within 90 days of Performing Settling Defendants' receipt of the bill.

Payments made under this Paragraph shall be in addition to such other remedies or sanctions available to Plaintiffs by virtue of Performing Settling Defendants' failure to make timely payments under this Section.

58. Within thirty (30) days of the effective date of this Consent Decree, American Cyanamid shall pay to the U.S. Department of the Interior ("DOI"), in its capacity as natural resource trustee, Fifteen Thousand (\$15,000.00) Dollars, in the form of a certified or cashier's bank check(s) made payable to "U.S. Department of the Interior," and shall reference the NRDAR account number 14X1618 as well as the "Picillo Farm Superfund Site." The check(s) shall be sent by certified mail, return receipt requested to the Chief, Division of Finance, U.S. Fish and Wildlife Service, 4401 North Fairfax Drive, Arlington, VA, ²²³~~2230~~. Copies of the check(s) and transmittal letters shall be sent to:

Michael Bartlett, Supervisor
New England Field Office
U.S. Fish and Wildlife Service
22 Bridge Street, Unit 1
Concord, NH 03301

Marcia F. Gittes
U.S. Department of the Interior
Office of the Northeast Regional Solicitor
One Gateway Center, Suite 612
Newton Corner, MA 02158

and

Andrew L. Raddant
Regional Environmental Officer
Office of Environmental Policy and Compliance
U.S. Department of the Interior
408 Atlantic Avenue, Room 142
Boston, MA 02210

XIX. INDEMNIFICATION AND INSURANCE

59. a. The United States and the State do not assume any liability by entering into this agreement or by virtue of any designation of Performing Settling Defendants as EPA's authorized representatives under Section 104(e) of CERCLA. Performing 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 Performing 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 Performing Settling Defendants as EPA's authorized representatives under Section 104(e) of CERCLA. Further, the Performing 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 Performing 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 not be held out as a party to any contract entered into by or on behalf of Performing Settling Defendants in carrying out activities pursuant to this Consent Decree. Neither the Performing 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 Performing Settling Defendants notice of any claim for which the United States or the State plans to seek indemnification pursuant to Paragraph 59.a, and shall consult with Performing Settling Defendants prior to settling such claim.

60. Performing Settling Defendants waive all claims against the United States and the State and their officials, agents, employees, contractors, subcontractors and representatives 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 Performing 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, Performing 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 Performing 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, unless such delays arise from the gross negligence of the United States or the State.

61. No later than 15 days before commencing any on-site Work, Performing Settling Defendants shall secure, and shall maintain for the duration of this Consent Decree comprehensive general liability insurance with limits of five million dollars, combined single limit, and automobile liability insurance with limits of one million dollars, combined single limit, naming as additional insured the United States and the State. In addition, for the duration of this Consent Decree, Performing 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 Performing Settling Defendants in furtherance of this Consent Decree. No later than 15 days before commencing any on-Site Work, Performing Settling Defendants shall provide to EPA and the State certificates of such insurance and a copy of each insurance policy. Performing Settling Defendants shall resubmit such certificates and copies

of policies each year on the anniversary date of the policy(s). If Performing 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, Performing Settling Defendants need provide only that portion of the insurance described above which is not maintained by the contractor or subcontractor.

XX. FORCE MAJEURE

62. "Force majeure," for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of the Performing Settling Defendants or of any entity controlled by Performing Settling Defendants, including, but not limited to, their contractors and subcontractors, that delays or prevents or may delay or prevent the performance of any obligation under this Consent Decree despite Performing Settling Defendants' best efforts to fulfill the obligation. The requirement that the Performing 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 any Performance Standard that is not deemed technically impracticable by EPA.

63. 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 Performing 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 Waste Management Division, or equivalent, EPA Region I, within 48 hours of when Performing Settling Defendants first knew or should have known that the event might cause a delay. Within 5 days thereafter, Performing Settling Defendants shall provide in writing to EPA and the State: an explanation and description of the reasons for the delay or expected 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 Performing 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 Performing Settling Defendants, such event may cause or contribute to an endangerment to public health, welfare or the environment. The Performing 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 Performing Settling Defendants from asserting any claim of force majeure for that event. Performing Settling Defendants shall be deemed to have notice of any circumstance of which their contractors or subcontractors had or should have had notice.

64. 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. 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 Performing 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 Performing Settling Defendants in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure

event.

65. If the Performing Settling Defendants elect to invoke the dispute resolution procedures set forth in Section XXI (Dispute Resolution), they shall do so no later than 15 days after receipt of EPA's notice. In any such proceeding, Performing 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 Performing Settling Defendants complied with the requirements of Paragraphs 62 and 63, above. If Performing Settling Defendants carry this burden, the delay at issue shall be deemed not to be a violation by Performing Settling Defendants of the affected obligation of this Consent Decree identified to EPA and the Court.

XXI. DISPUTE RESOLUTION

66. Unless otherwise expressly provided in this Consent Decree, the dispute resolution procedures of this Section shall be available and shall be the exclusive mechanism to resolve disputes between EPA and Settling Defendants arising under or with respect to this Consent Decree. 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.

67. 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.

68. In the event that the parties cannot resolve a dispute by informal negotiations under the preceding Paragraph, then the position advanced by EPA, after a reasonable opportunity for review and comment by the State, shall be considered binding unless, within 10 days after the conclusion of the informal negotiation period, Performing Settling Defendants or Contributing 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 Performing Settling Defendants or Contributing Settling Defendants. The Statement of Position shall specify the Performing Settling Defendants' or Contributing Settling Defendants' position as to whether formal

dispute resolution should proceed under paragraph 71 or 72.

69. Within fourteen (14) days after receipt of Performing Settling Defendants' or Contributing Settling Defendants' Statement of Position, EPA, after a reasonable opportunity for review and comment by the State, will serve on Performing Settling Defendants or Contributing Settling Defendants and the State 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 may also serve a Statement of Position within the fourteen-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 71 or 72.

70. If there is disagreement between EPA and the Performing Settling Defendants or the Contributing Settling Defendants as to whether dispute resolution should proceed under Paragraph 71 or 72, the parties to the dispute shall follow the procedures set forth in the paragraph determined by EPA to be applicable. However, if the Performing Settling Defendants or the Contributing 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 71 or 72.

71. 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 Performing Settling Defendants or Contributing Settling Defendants regarding 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 Performing Settling Defendants, Contributing Settling Defendants, EPA or the State.

b. The Director of the Office of Site Remediation and Restoration, EPA Region I, will issue, after a reasonable opportunity for review and comment by the State, a final administrative decision resolving the dispute based on the administrative record described in Paragraph 71.a. This decision shall be binding upon the Performing Settling Defendants or the Contributing Settling Defendants, subject only to the right to seek judicial review pursuant to Paragraphs 71.c and 71.d.

c. Any administrative decision made by EPA pursuant to Paragraph 71.b. shall be reviewable by this Court, provided that a notice of judicial appeal or judicial review of the decision is filed by the Performing Settling Defendants or the Contributing Settling Defendants with the Court and served on all Parties within 10 days of receipt of EPA's decision. The notice of judicial appeal 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 and the State may file within 30 days a response to Performing Settling Defendants' or the Contributing Settling Defendants' notice of judicial appeal.

d. In proceedings on any dispute governed by this Paragraph, the Performing Settling Defendants or the Contributing Settling Defendants shall have the burden of demonstrating that the decision of the Office of Site Remediation and Restoration Director 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 71.a.

72. 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 Performing Settling Defendants' or Contributing Settling Defendants' Statement of Position submitted pursuant to Paragraph 68, the Director of the Office of Site Remediation and Restoration, EPA Region I, after a reasonable opportunity for review and comment by the State, will issue a final decision resolving the dispute. The Office of Site Remediation and Restoration Director's decision shall be binding on the Performing Settling Defendants or the Contributing Settling Defendants unless, within 10 days of receipt of the decision, the Performing Settling Defendants or the Contributing Settling Defendants file with the Court and serve on the parties a notice of judicial appeal 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 within 30 days a response to Performing Settling Defendants' or Contributing Settling Defendants' notice of judicial appeal.

b. Notwithstanding Paragraph Q of Section I (Background) of this Consent Decree, judicial review of any dispute governed by this Paragraph shall be governed by applicable provisions of law.

73. 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 a 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 85, 108. 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 XXII (Stipulated Penalties).

74. Disputes solely between the State and Settling Defendants.

Disputes arising under the Consent Decree between the State and Settling Defendants shall relate solely to Future Response Costs owed to the State and assessment of stipulated penalties by the State, and 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 67-73, except that each reference to EPA shall read as a reference to RIDEM, each reference to the Director of the Office of Site Remediation and Restoration, EPA Region I, shall be read as a reference to the Director, RIDEM, each reference to the United States shall be read as a reference to the State, and each reference to the State's reasonable opportunity for review and comment shall be

deleted.

XXII. STIPULATED PENALTIES

75. Performing Settling Defendants shall be liable for stipulated penalties in the amounts set forth in Paragraphs 76 and 77 to the United States and the State for failure to comply with the requirements of this Consent Decree specified below, unless excused under Section XX (Force Majeure). For all noncompliance except those addressed in Paragraph 84 of this Section, the United States shall receive 75 percent of stipulated penalties received, and the State shall receive 25 percent of stipulated penalties received. For all noncompliance addressed in Paragraph 84 of this Section, the State shall receive 75% of stipulated penalties received, and the United States shall receive 25% of stipulated penalties received. "Compliance" by Performing 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 pursuant to this Consent Decree and within the specified time schedules established by and approved under this Consent Decree.

76. The following stipulated penalties shall accrue per violation per day for any noncompliance with the milestones and deliverables required under the following subparts of the SOW:

V.A. 1. Surface Water and Ground Water Monitoring Plan

- (including POP),
2. Surface Water and Ground Water Monitoring Reports
 3. Institutional Controls
 4. Access (Request for)
- V.B. 3. Remedial Design Work Plan and Revised POP
4. 30% Design Submission
 5. 60% Design Submission
 6. 100% Design Submission
- VI.A. Remedial Action Work Plan and Revised POP
- D. Initiation of Construction
 - F. Operation and Maintenance Plan, Compliance Monitoring Plan, and Revised POP
 - H. Construction Completion Report
 - I. Operation and Maintenance [Initiation of]
 - K. Remedial Action Report
 - L. Demonstration of Compliance Report

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

77. The following stipulated penalties shall accrue per violation per day for any noncompliance except as identified in Paragraph 76:

<u>Penalty Per Violation</u> <u>Per Day</u>	<u>Period of Noncompliance</u>
\$ 750	1st through 7th days
\$ 1,500	8th day and beyond

78. In the event that EPA assumes performance of a portion or all of the Work pursuant to Paragraph 95 of Section XXIII (Covenants Not to Sue by Plaintiffs), Performing Settling Defendants shall be liable to the United States only for a stipulated penalty in the amount of Two Hundred Thousand (\$200,000) Dollars.

79. 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 XII (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 Performing Settling Defendants of any deficiency; (2) with respect to a decision by the Director of the Office of Site Remediation and Restoration, or equivalent, EPA Region I, under Paragraph 71.b or 72.a of Section XXI (Dispute Resolution), during the period, if any, beginning on the 21st day after the date that Performing 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 XXI (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.

80. Following EPA's determination, after a reasonable opportunity for review and comment by the State, that Performing Settling Defendants have failed to comply with a requirement of this Consent Decree, EPA may give Performing Settling Defendants written notification of the same and describe the noncompliance. EPA and the State may send the Performing 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 obligations specified above in this Paragraph, has notified the Performing Settling Defendants of a violation.

81. All penalties accruing under this Section shall be due and payable to the United States and the State within 30 days of the Performing Settling Defendants' receipt from EPA or the State of a demand for payment of the penalties, unless Performing Settling Defendants invoke the Dispute Resolution procedures under Section XXI (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 EPA Region 1, Attn: Superfund Accounting, P.O. Box 360197M, Pittsburgh, PA 15251, and shall reference the EPA Region and Site/Spill ID number 01-01, and DOJ case number 90-11-2-985 and the name and address of the party making payment. All payments to the State under this Section shall be made payable to "General Treasurer" (for deposit in the Environmental Response fund) and shall be mailed to the Office of the Director, RIDEM at the address set forth in Section XXIX (Notices and Submissions). Copies of check(s) paid pursuant to this Section, and any accompanying transmittal letter(s), shall be sent to the United States and the State as provided in Section XXIX (Notices and Submissions).

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

83. Penalties shall continue to accrue as provided in Paragraph 79 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, Performing 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, Performing 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 Performing Settling Defendants in accordance with the final appellate court decision.

84. 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 Performing Settling Defendants have failed to pay Past Response Costs or Future Response Costs owed to the State as required by Section XVIII (Reimbursement of Response Costs), or have failed to timely submit deliverables to the State, the State may give Performing 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 76 - 83 of this Section, except that each reference to EPA shall read as a reference to RIDEM, each reference to the United States shall be read as a reference to the State, and each reference to the State's reasonable opportunity to review and comment shall be deleted.

85. If Performing Settling Defendants fail to pay stipulated penalties when due, the United States or the State may institute proceedings to collect the penalties owed it, as well as interest. Performing Settling Defendants shall pay interest on the unpaid balance, which shall begin to accrue on the date of demand made pursuant to Paragraph 75 at the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607.

86. 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 Performing 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(1) of CERCLA and, as to the State, pursuant to State law. Provided, however, that the United States shall not seek civil penalties pursuant to Section 122(1) of CERCLA for any violation for which a stipulated penalty is assessed under this Section, except in the case of a willful

violation of the Consent Decree.

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

XXIII. COVENANTS NOT TO SUE BY PLAINTIFFS

88. a. 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 89.a, 90.a, 94 and 95 of this Section, the United States covenants not to sue or to take administrative action against Settling Defendants pursuant to Sections 106 and 107(a) of CERCLA and Section 7003 of RCRA relating to the Site. 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 89.b, 90.b, 94, and 95 of this Section, the State covenants not to sue or to take administrative action against Settling Defendants pursuant to Section 107(a) of CERCLA and Section 7003 of RCRA, and R.I.G.L. Chapters 23-19.1, 23-18.9, 23-19.14-1 et seq., 42-17.1, 46-12, 46-12.5-1 et seq., and 46-13.1, (and all rules and regulations adopted under the foregoing Rhode Island statutory provisions) and for Natural Resource Damages for which the State is trustee under state or federal authority, relating to the Site. Except with respect to future liability,

these covenants not to sue shall take effect as follows: (i) for Performing Settling Defendants, except American Cyanamid, upon entry of the Consent Decree; (ii) for American Cyanamid, upon the payments required pursuant to Paragraph 58 of Section XVIII (Reimbursement of Response Costs); (iii) for the Contributing Settling Defendants, upon the payments required pursuant to Paragraph 106 of Section XXVI (Provisions for Contributing Settling Defendants); and (iv) for Additional Parties, upon the payments required pursuant to Paragraphs 130 and 132 of Section XXXVI (Additional Parties). 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 50.b of Section XVI (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.

b. In addition to the provisions of Paragraph 88.a, in the event that the United States and/or the State perform response actions at the Site, the covenant for future liability for Contributing Settling Defendants shall take effect upon Completion of Remedial Action. This covenant not to sue is conditioned upon the satisfactory performance by the Contributing Settling Defendants of their obligation under this Consent Decree. This covenant extends only to Contributing Settling

Defendants and does not extend to any other person.

89. a. 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 (1) to perform further response actions relating to the Site or (2) to reimburse the United States for additional costs of response if, 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 these previously unknown conditions or information together with any other relevant information indicate that the Remedial Action is not protective of human health or the environment.

b. States Pre-Certification Reservations

Notwithstanding any other provisions of this Consent Decree, the State on behalf of RIDEM, 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 R.I.G.L. Chapters 23-19.1, 23-19.14, 46-12 and 46-13.1 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 actions required under (1) and (2) above in this Sub-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 these previously unknown conditions or this information together with any other relevant information indicate that the response actions taken constitute an actual or threatened release of hazardous materials or an imminent threat to the public health and safety and 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.

90. a. 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 (1) to perform further response

actions relating to the Site or (2) to reimburse the United States for additional costs of response if, subsequent to Certification of Completion of the Remedial Action:

- a. conditions at the Site, previously unknown to EPA, are discovered, or
- b. information, previously unknown to EPA, is received, in whole or in part,

and 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.

b. States Post-Certification Reservations

Notwithstanding any other provision of this Consent Decree, the State, on behalf of RIDEM, 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: (a) under Section 107 of CERCLA, 42 U.S.C. § 9607, or R.I.G.L. Chapters 23-19.1, 23-19.14, 46-12 and 46-13.1, 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 actions required under (1) and (2) above in this Sub-Paragraph will not significantly delay or be inconsistent with the Remedial Action, if, subsequent to Certification of Completion of Remedial Action:

Remedial Action.

92. For purposes of Paragraph 89.b, the information and the conditions known to the State shall include only that information and those conditions set forth in the Record of Decision for the Site and the administrative record supporting the Record of Decision. For purposes of Paragraph 90.b, the information previously received by and the conditions known to the State shall include only that information and those conditions 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 the State pursuant to the requirements of this Consent Decree prior to Certification of Completion of the Remedial Action.

93. General reservations of rights. The covenants not to sue set forth above do not pertain to any matters other than those expressly specified in Paragraph 88. The United States and the State reserve, and this Consent Decree is without prejudice to, all rights against Settling Defendants with respect to all other matters, including but not limited to, the following:

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 Materials outside of the Site;

c. liability for future disposal of Waste Material at

i. conditions at the Site, previously unknown to the State, are discovered or become known or

ii. information previously unknown to the State is received by the State, in whole or in part,

and these previously unknown conditions or this information together with any other relevant information, indicate that the response actions taken constitute an actual or threatened release of hazardous materials or an imminent threat to the public health and safety and 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.

91. For purposes of Paragraph 89.a, 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 Record of Decision for the Site and the administrative record supporting the Record of Decision. For purposes of Paragraph 90.a, the information previously received by 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

the Site, other than as provided in the ROD, the Work, or otherwise ordered by EPA;

d. criminal liability; and

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

94. Reservations concerning natural resource injury.

Notwithstanding any other provision of this Consent Decree, the United States, on behalf of its natural resource trustees, reserves the right to institute proceedings against Settling Defendants in this action or in a new action seeking recovery of Natural Resource Damages solely related to Atlantic salmon, American shad, alewife, or associated habitat in the Moosup River, Roaring Brook, or Phillips Brook, based on (1) conditions with respect to the Site, unknown to the United States or the State at the date of lodging of this Decree, that result in releases or threatened releases of hazardous substances that contribute to injury to, destruction of, or loss of natural resources, or (2) information received after the date of lodging of the Decree which indicates that there is injury to, destruction of, or loss of natural resources of a type that was unknown, or of a magnitude greater than was known, to the United States at the date of lodging of this Decree.

95. Work Takeover. In the event EPA determines that Performing Settling Defendants have ceased implementation of any

portion of the Work, are seriously or repeatedly deficient or late in their performance of the Work, or are implementing the Work in a manner which may cause an endangerment to human health or the environment, EPA may assume the performance of all or any portions of the Work as EPA determines necessary. Performing Settling Defendants may invoke the procedures set forth in Section XXI (Dispute Resolution), Paragraph 72, to dispute EPA's determination that takeover of the Work is warranted under this Paragraph. Costs incurred by the United States in performing the Work pursuant to this Paragraph shall be considered Future Response Costs that Performing Settling Defendants shall pay pursuant to Section XVIII (Reimbursement of Response Costs).

96. 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.

XXIV. COVENANTS BY SETTLING DEFENDANTS

97. Subject to the reservations in Paragraph 98, 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, including any department, agency or instrumentality of the United States or the State, with respect to the Site or this Consent Decree, including, but not limited to, the following:

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, or 113, or any other provision of law;

b. any claims against the United States under CERCLA Sections 107 or 113 related to the Site;

c. any claim under the Tucker Act, 28 U.S.C. § 1491, or at common law, arising out of or relating to any response activities undertaken or to be undertaken at the Site, and any institutional controls or other restrictions on the use or enjoyment of the Site; or

d. any claims arising out of response activities at the Site, including claims based on EPA's and the State's selection of response actions, oversight of response activities or approval of plans for such activities.

98. 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.

99. The Settling Defendants release any and all claims against each other for matters addressed in this Consent Decree, as described in Paragraph 101 herein, and for any costs relating to the Site incurred and paid by Settling Defendants prior to the date of entry of this Decree.

100. 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).

XXV. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION

101. 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. 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.

102. With regard to claims for contribution against Settling Defendants for matters addressed in this Consent Decree, the Parties hereto agree that the Settling Defendants are entitled to such protection from contribution actions or claims as is provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2).

The matters addressed in this Consent Decree are:

a. all Past and Future Response Costs and Oversight Costs incurred by the United States or the State, including without limitation any such costs for which the United States or the State have been or will be reimbursed by any other party;

b. all response actions identified in the remedy selected in the September 27, 1993 ROD, and any amendments thereto (including without limitation, all Work required to be performed by Performing Settling Defendants pursuant to this Consent Decree), and all costs relating to such response actions incurred or to be incurred by the Settling Defendants, the United States, the State, or any other party; and

c. all Natural Resource Damages incurred by resources under the trusteeship of the U.S. Department of the Interior or the National Oceanic and Atmospheric Administration or the State arising from conditions at the Site.

103. The Settling Defendants agree that with respect to any

suit or claim for contribution brought by them for matters related to this Consent Decree 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.

104. 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 they will notify in writing the United States and the State within 10 days of service of the complaint on them. In addition, Settling Defendants shall notify the United States and the State within 10 days of service or receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial.

105. 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 XXIII (Covenants Not to Sue by Plaintiffs).

XXVI. PROVISIONS FOR CONTRIBUTING SETTling DEFENDANTS

106. Reimbursement of Costs. a. Within 30 days of entry of this Consent Decree, the Contributing Settling Defendants shall remit to the Picillo Farm Site Trust Fund the sum of \$1,616,946.00 for Past Costs and for Future Response Costs, including Interest. Written notice of payments and a copy of any transmittal memoranda shall be provided to EPA and the State in accordance with Section XXIX (Notices and Submissions).

b. Notwithstanding any other provision of this Consent Decree, in addition to the payments described in this Paragraph, the Contributing Settling Defendants shall be liable jointly and severally for eight percent (8%) of all Future Response Costs incurred by Plaintiffs in connection with the Site in excess of \$15.7 million, whether such additional costs arise under Paragraphs 89 (Pre-Certification Reservations) or 90 (Post-Certification Reservations) or for any other reason.

In the event that Future Response Costs incurred by Plaintiffs in connection with the Site exceed \$15.7 million, Plaintiffs shall make a written demand on Contributing Settling Defendants and make available to them 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 the United States and the State to establish that Future Response Costs incurred by Plaintiffs have exceeded \$15.7 million. Payment of the required amount shall be made by Contributing Settling Defendants within

60 days after Plaintiffs' written demand. Payments shall be made in a manner to be specified by the Plaintiffs in their demand. Nothing in this Paragraph shall be construed to limit the rights reserved by the United States and the State in Paragraphs 89 and 90 regardless of whether the Future Response Costs and other response costs exceed \$15.7 million.

c. Within thirty (30) days of entry of this Consent Decree, Contributing Settling Defendants shall pay to the United States the sum of Twenty-Seven Thousand (\$27,160) Dollars for reimbursement of Natural Resource Damages for resources under the trusteeship of DOI, in accordance with the procedure set forth in Paragraph 58 of this Decree.

d. Within thirty (30) days of entry of this Consent Decree, Contributing Settling Defendants shall pay to the State the sum of Ten Thousand (\$10,000) Dollars, in accordance with the procedure set forth in Paragraph 58 of this Decree.

107. Interest on Late Payments. In the event that any payment(s) required under Paragraph 106 are not made when due, Interest shall continue to accrue on the unpaid balance, through the date of payment.

108. Stipulated Penalties. a. If any Contributing Settling Defendant fails to pay its portion of the amount due to the United States under this Section by the required date, the Contributing Settling Defendants shall pay as a stipulated penalty, in addition to the Interest required by Paragraph 107,

\$1,000 per violation per day that any payment is late.

Stipulated penalties are due and payable within 30 days of the Contributing Settling Defendants' receipt from EPA of a demand for payment of the penalties. All payments under this Paragraph shall be paid by certified check made payable to "EPA Hazardous Substance Superfund," and referencing the EPA Region and Site/Spill ID # 01-01, and DOJ Case Number 90-11-2-985. Copies of check(s) paid pursuant to this Paragraph, and any accompanying transmittal letter, shall be sent to: EPA Region I, Attn: Superfund Accounting, P.O. Box 360197M, Pittsburgh, PA 15251. Copies of the check and transmittal letter shall be sent to the United States as provided in Section XXIX (Notices and Submissions). Penalties shall accrue as provided above regardless of whether EPA has notified the Contributing Settling Defendants of the violation or made a demand for payment, but need only be paid upon demand.

b. Each Contributing Settling Defendant that fails to pay its share of the amount due pursuant to Paragraph 106 shall be liable individually for the full amount of stipulated penalties under Paragraph 108.a. for the first seven days of non-payment of the amount due. If after seven days any portion of the amount due remains unpaid, the Contributing Settling Defendants shall be jointly and severally liable for penalties on the unpaid amount from the eighth day of non-payment until payment is made in full.

109. If the United States or the State must bring an action to collect any payment required by this Section, the Contributing Settling Defendants shall reimburse the United States and the State for all costs of such action, including but not limited to costs of attorney time.

110. 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 Contributing 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(1) of CERCLA and, as to the State, pursuant to State law. Provided, however, that the United States shall not seek civil penalties pursuant to Section 122(1) of CERCLA for any violation for which a stipulated penalty is assessed under this Section, except in the case of a willful violation of the Consent Decree. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Consent Decree.

111. Except as provided in Paragraph 108.b, the obligations of the Contributing Settling Defendants to pay amounts owed the United States and the State under this Consent Decree are joint and several. In the event of the failure of any one or more Contributing Settling Defendants to make the payments required

under this Consent Decree, the remaining defendants shall be responsible for such payments.

112. Retention of Records. a. Until 6 years after entry of the Consent Decree, each Contributing Settling Defendant shall preserve and retain all records and documents now in its possession or control or which come into its possession or control that relate in any manner to the liability of any person for response actions conducted and to be conducted at the Site, regardless of any corporate retention policy to the contrary.

b. At the conclusion of this document retention period, Contributing 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, Contributing Settling Defendants shall deliver any such records or documents to EPA or the State. The Contributing 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 Contributing Settling Defendants assert such a privilege, 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 subject of the document, record, or information; and (6) the

privilege asserted by Contributing Settling Defendants.

c. Each Contributing 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 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.

XXVII. ACCESS TO INFORMATION

113. Performing 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. Performing 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.

114. a. Performing 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 Performing Settling Defendants that the documents or information are not confidential under the standards of Section 104(e)(7) of CERCLA, the public may be given access to such documents or information without further notice to Performing Settling Defendants.

b. The Performing Settling Defendants may assert that certain documents, records and other information required to be produced pursuant to this Consent Decree are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Performing 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.

115. 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.

XXVIII. RETENTION OF RECORDS

116. Until 6 years after the Performing Settling Defendants' receipt of EPA's notification pursuant to Paragraph 50.b of Section XVI (Certification of Completion of Remedial Action), each Performing Settling Defendant shall preserve and retain all records and documents 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 or liability of any person for response actions conducted and to be conducted at the Site, regardless of any corporate retention policy to the contrary. Until 6 years after the Performing Settling Defendants' receipt of EPA's notification pursuant to Paragraph 51.b of Section XVI (Certification of Completion of the Work), Performing Settling Defendants shall also instruct their contractors and agents to

preserve all documents, records, and information of whatever kind, nature or description relating to the performance of the Work.

117. At the conclusion of this document retention period, Performing Settling Defendants shall notify in writing 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, Performing Settling Defendants shall deliver any such records or documents to EPA or the State. If EPA has not notified the Performing Settling Defendants of its intent to take possession of the documents, records and information at the end of the 90-day period, the Performing Settling Defendants may dispose of any of the documents, records and information that do not contain sampling, analytical, monitoring, hydrogeologic, scientific, chemical or engineering data. Performing Settling Defendants shall specify in the notifications required by this Paragraph the date on which such documents will be destroyed, unless Performing Settling Defendants receive a written response from EPA. In no event shall Performing Settling Defendants destroy any of the documents, records or information that contain sampling, analytical, monitoring, hydrogeologic, scientific, chemical or engineering data until EPA responds in writing. The Performing 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

in the manner set forth in Paragraph 114.b. Performing Settling Defendants shall retain any documents for which they claim privilege until the United States has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the Performing Settling Defendants' favor.

118. Each Performing 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 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.

XXIX. NOTICES AND SUBMISSIONS

119. 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
Ben Franklin Station
Washington, D.C. 20044
Re: DJ # 90-11-2-985

and

Director, Office of Site Remediation and Restoration
United States Environmental Protection Agency
Region I-EPA NEW ENGLAND
JFK Federal Building
Boston, MA 02203-2211

As to EPA:

Anna F. Krasko
EPA Remedial Project Manager
United States Environmental Protection Agency
Region I-EPA NEW ENGLAND
JFK Federal Building
Boston, MA 02203-2211

As to the State:

Gregory S. Fine
State Project Coordinator
Rhode Island Department of Environmental Management
291 Promenade Street
Providence, RI 02908-5767

As to the Performing Settling Defendants:

Jeffrey Lawson
Settling Defendants' Project Coordinator
President, Environmental Project Control
63 Great Road
Maynard, MA 01754

XXX. EFFECTIVE DATE

120. The effective date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court, except as otherwise provided herein.

XXXI. RETENTION OF JURISDICTION

121. 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 XXI (Dispute Resolution) hereof.

XXXII. APPENDICES

122. 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 Performing Settling Defendants.

"Appendix E" is the complete list of the Contributing Settling Defendants.

"Appendix F" is the complete list of Additional Parties.

XXXIII. COMMUNITY RELATIONS

123. Performing 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 Performing Settling Defendants under the Plan. Performing 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, Performing 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.

XXXIV. MODIFICATION

124. Schedules specified in this Consent Decree for completion of the Work may be modified by agreement of EPA, after a reasonable opportunity for review and comment by the State, and the Settling Defendants. All such modifications shall be made in writing.

125. Except as provided in Section VII (Modifications of the

SOW and Related Work Plans) of this Consent Decree, no material modifications shall be made to the SOW or the Consent Decree without written notification to and written approval of the United States, Performing 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. 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 Performing Settling Defendants. Such non-material modifications will become effective upon filing with the Court. In the case of modifications to the SOW that would affect attainment of Performance Standards required by the Consent Decree or the SOW, written notification to and approval of the State shall also be required.

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

XXXV. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

127. This Consent Decree shall be subject to a thirty (30) day public comment period consistent 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 to the Consent Decree if comments received disclose facts or considerations which show 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. The Settling Defendants may participate in defending the settlement in any court action challenging this Consent Decree.

128. 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.

XXXVI. ADDITIONAL PARTIES

129. The Performing Settling Defendants intend to seek Additional Parties to join this settlement. In that event, the Performing Settling Defendants shall submit a written request to the United States and the State to add such parties to this Decree, which shall contain the following information: (a) the amount of proceeds that each of the Additional Parties has agreed to pay in settlement; (b) the evidence demonstrating such party is a PRP under Section 107 of CERCLA, 42 U.S.C. § 9607; and (c) an executed signature page of the proposed settler. The United States and the State, in their unreviewable discretion not subject to dispute resolution under Section XXI (Dispute Resolution) of this Decree, may agree to add such party to this Consent Decree.

130. The United States and the State collectively shall receive fifteen percent (15%) of the first Four Hundred Thousand (\$400,000) Dollars of cash proceeds received from Additional Parties; fifty percent (50%) of the next Four Hundred Thousand (\$400,000) Dollars of cash proceeds; and fifteen percent (15%) of cash proceeds over Eight Hundred Thousand (\$800,000) Dollars received from Additional Parties. Payment pursuant to this Paragraph shall be made solely to the United States in accordance with the procedure set forth in Paragraph 53.a.

131. In no event shall the amounts recovered by the United States and the State pursuant to Paragraph 130 exceed Four Hundred Fifty Thousand (\$450,000) Dollars.

132. Notwithstanding any other provision of this Consent Decree, in the event that any of the Additional Parties seeks a covenant not to sue for Natural Resource Damages, each such party shall pay to the United States the sum of One Thousand (\$1,000) Dollars, pursuant to the procedures set forth in Paragraph 58. If the United States agrees that Additional Parties shall be added to this Settlement, the covenant not to sue for Natural Resource Damages shall be as set forth in Section XXIII (Covenants Not To Sue By Plaintiffs).

XXXVII. SIGNATORIES/SERVICE

133. Each undersigned representative of a Settling Defendant to this Consent Decree, the Assistant Attorney General for Environment and Natural Resources of the Department of Justice, and the Attorney General of 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.

134. 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.

135. 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.

SO ORDERED THIS _____ DAY OF _____, 19__.

United States District Judge

Picillo Farm Superfund Site
RD/RA Consent Decree

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Allied Signal, Inc., relating to the Picillo Farm Superfund Site.

FOR THE UNITED STATES OF AMERICA

Date: 11/2/95

Lois J. Schiffer
LOIS J. SCHIFFER
Assistant Attorney General
Environment and Natural Resources
Division
U.S. Department of Justice
Washington, D.C. 20530

Alex A. Beehler
ALEX A. BEEHLER
Environmental Enforcement Section
Environment and Natural Resources
Division
U.S. Department of Justice
Washington, D.C. 20530

Sheldon Whitehouse
SHELDON WHITEHOUSE
United States Attorney
District of Rhode Island

Everett Sammartino
EVERETT SAMMARTINO
Assistant United States Attorney
District of Rhode Island
Westminster Square Building
10 Dorrance Street
Providence, RI 02903

Picillo Farm Superfund Site
RD/RA Consent Decree

United States v. Allied Signal, Inc.
Consent Decree Signature Page

Date

10/25/20



JOHN DEVILLARS
Regional Administrator
U.S. Environmental Protection
Agency
Region I-EPA NEW ENGLAND
JFK Federal Building
Boston, MA 02203-2211



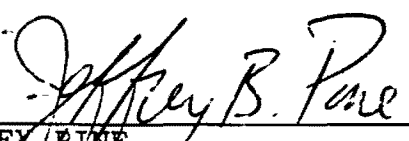
MARCIA J. LAMEL
Senior Assistant Regional Counsel
U.S. Environmental Protection
Agency
Region I-EPA NEW ENGLAND
JFK Federal Building
Boston, MA 02203-2211

United States v. Allied Signal, Inc.
Consent Decree Signature Page

FOR THE STATE OF RHODE ISLAND

Date: _____

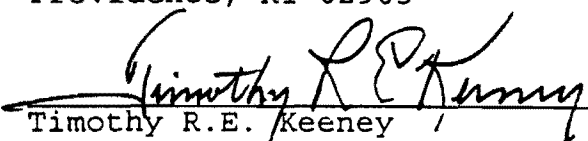
10/10/95



JEFFREY B. PINE
Attorney General of Rhode Island
72 Pine Street
Providence, RI 02903

Date: _____

10/11/95



TIMOTHY R.E. KEENEY
Director of Rhode Island Department
of Environmental Management
9 Hayes Street
Providence, RI 02908

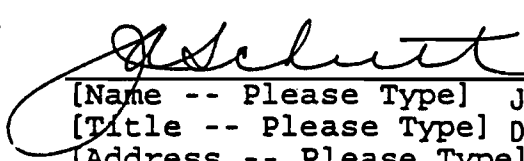
Picillo Farm Superfund Site
RD/RA Consent Decree

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Signal, Inc., relating to the Picillo Farm Superfund Site.

FOR AlliedSignal Inc. COMPANY, INC. */

Date:

Oct 11, 1995


[Name -- Please Type] James A. Schutt
[Title -- Please Type] Director, Manufacturing
[Address -- Please Type] Service:

POB 1139
101 Columbia Rd.
Morristown, NJ 07962

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

Name: Barbara M. Hansen
Title: Manager, Site Remediation
Address: POB 1139, 101 Columbia Rd., Morristown, NJ 07962
Tel. Number: 201 455 6076
[Please Type All Information]

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

Picillo Farm Superfund Site
RD/RA Consent Decree

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Signal, Inc., relating to the Picillo Farm Superfund Site.

FOR American Cyanamid COMPANY, INC. */

Date: October 18, 1995

Steven A. Tasher

[Name -- Please Type]

[Title -- Please Type]

[Address -- Please Type]

Steven A. Tasher

Vice President - American Cyanamid Company

5 Giralda Farms

Madison, N.J. 07940

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

Name: Margaret R. Tribble

Title: Senior Attorney

Address: 5 Giralda Farms, Madison, N.J. 07940

Tel. Number: 202-660-5218

[Please Type All Information]

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

Picillo Farm Superfund Site
RD/RA Consent Decree

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Signal, Inc., relating to the Picillo Farm Superfund Site.

ASHLAND CHEMICAL COMPANY, Division
FOR of Ashland Inc. COMPANY, INC. */

Date: October 16, 1995


SCOTTY B. PATRICK

[Name -- Please Type] SCOTTY B. PATRICK
[Title -- Please Type] GROUP VICE PRESIDENT
[Address -- Please Type] P.O. Box 2219

Columbus, OH 43216

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

Name: Stephen W. Leermakers
Title: Senior Litigation Counsel
Address: P.O. Box 2219, Columbus, OH 43216
Tel. Number: 614/790-4261
[Please Type All Information]

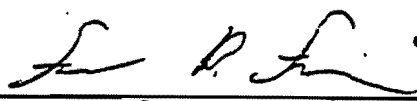
*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

Picillo Farm Superfund Site
RD/RA Consent Decree

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Signal, Inc., relating to the Picillo Farm Superfund Site.

Elf Atochem North America, Inc.
FOR M&T Chemicals, Inc. COMPANY, INC. */

Date: October 13, 1995


[Name -- Please Type] Frank B. Friedman
[Title -- Please Type] Senior VP, Health,
[Address -- Please Type] Environment & Safety
2000 Market Street, Philadelphia, PA 19103

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

Name: Michael E. Schu
Title: Deputy General Counsel
Address: 2000 Market Street, Philadelphia, PA 19103
Tel. Number: (215) 419 - 7107
[Please Type All Information]

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

Picillo Farm Superfund Site
RD/RA Consent Decree

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Signal, Inc., relating to the Picillo Farm Superfund Site.

FOR GAF Corporation

~~CONFIDENTIAL~~

Date: October 13, 1995



[Name -- Please Type]

[Title -- Please Type]

[Address -- Please Type]

Mark A. Buckstein

Executive Vice President, General Counsel &
Secretary

1361 Alps Road, Wayne, NJ 07470

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

Name: Mark A. Buckstein

Title: Executive Vice President, General Counsel & Secretary

Address: 1361 Alps Road, Wayne, NJ 07470

Tel. Number: (201) 628-3925

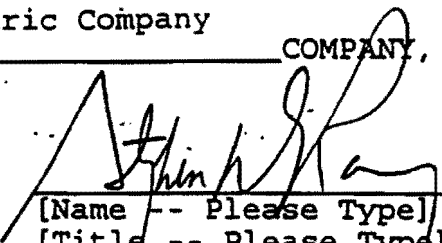
[Please Type All Information]

* / A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Signal, Inc., relating to the Picillo Farm Superfund Site.

FOR General Electric Company COMPANY, INC. */

Date: October 17, 1995


[Name -- Please Type]
[Title -- Please Type]
[Address -- Please Type]

Stephen D. Ramsey
Vice President-Corporate Environmental Progr
General Electric Company
3135 Easton Turnpike, Fairfield, CT 06431

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

Name: Teri R. Simon
Title: Counsel, Environmental Matters
Address: 640 Freedom Business Center, King of Prussia, PA 1940
Tel. Number: (610) 992-7969
[Please Type All Information]

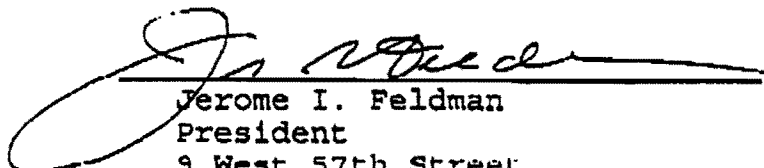
*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

Picillo Farm Superfund Site
RD/RA Consent Decree

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied-Signal, Inc., relating to the Picillo Farm Superfund Site.

FOR Hydron Laboratories, Inc.

Date: October 17, 1995



Jerome I. Feldman
President
9 West 57th Street
New York, New York 10019

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

Lawrence M. Gordon, Esq.
General Counsel
National Patent Development Corp.
9 West 57th Street, Suite 4170
New York, New York 10019
(212) 230-9513

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Signal, Inc. relating to the Picillo Farm Superfund Site.

FOR Mallinckrodt Baker, Inc. f/k/a J.T. Baker Inc.

Date: 10-17-95



Fred K. Vogt, Group Vice President
16305 Swingley Ridge Drive
Chesterfield, Missouri 63017

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

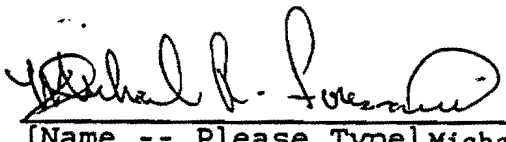

Name: Theodore L. Garrett
Title: Attorney
Address: Covington & Burling
1201 Pennsylvania Ave, N.W.
Washington, D.C. 20044-7566
Tel. Number: (202) 662-6000

Picillo Farm Superfund Site
RD/RA Consent Decree

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Signal, Inc., relating to the Picillo Farm Superfund Site.

FOR MONSANTO COMPANY */

Date: 10-16-95

 
[Name -- Please Type] Michael R. Foresman
[Title -- Please Type] Director, Remedial Proj.
[Address -- Please Type]
800 North Lindbergh Blvd. - F2EA
St. Louis, MO 63167

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

Name: Stephen P. Krchma
Title: Environmental Counsel, Monsanto Company
Address: E2NK, 800 N. Lindbergh, St. Louis, MO 63167
Tel. Number: 314-694-1278
[Please Type All Information]


*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

Picillo Farm Superfund Site
RD/RA Consent Decree

THE UNDERSIGNED PARTY enters into this Consent Decree in the
matter of United States v. Allied Signal, Inc., relating
to the Picillo Farm Superfund Site.

FOR Morton International, Inc. COMPANY, INC. */

Date: 10-10-95


[Name -- Please Type] W. E. Johnston ✓
[Title -- Please Type] Exec. VP Administration
[Address -- Please Type]

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

Name: Thomas T. Terp, Esquire
Title: Taft, Stettinius & Hollister
Address: 1800 Star Bank Center, Cincinnati, OH 45202
Tel. Number: (513) 381-2838
[Please Type All Information]


*/ A separate signature page must be signed by each corporation,
individual or other legal entity that is settling with the
United States.

Picillo Farm Superfund Site
RD/RA Consent Decree

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Signal, Inc., relating to the Picillo Farm Superfund Site.

Occidental Chemical Corporation (as successor to
FOR: Diamond Shamrock Chemicals Company
(NAME OF PARTY)

Date: January 8, 1996


Name: Keith C. McDole
Vice President & General Counsel
Title: _____

Address: 5005 LBJ Freeway
Dallas, Texas 75244

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

Name: Michael M. Gordon, Esq.

Title: Attorney at Law

Cadwalader, Wickersham & Taft

Address: 100 Maiden Lane; New York, NY

Tel. Number: 212-504-6000

[Please Type All Information]

Picillo Farm Superfund Site
RD/RA Consent Decree

APPENDIX F
ADDITIONAL PARTIES

<u>Additional Parties</u>	<u>Response Costs</u>	<u>NRD</u>
Occidental Chemical Corporation	\$207,000.00	\$1,000.00

**Picillo Farm Superfund Site
RD/RA Consent Decree**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Signal, Inc., relating to the Picillo Farm Superfund Site.

FOR: Branson Ultrasonics Corp.

(NAME OF PARTY)

Date: January 3, 1996

Name: Harley K. Smith

Title: Secretary

Address: 8000 W. Florissant

St. Louis, MO 63136

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

Name: Edward M. Prince, Jr. Esq.

Title: Counsel for Branson Ultrasonics Corp.

Address: Shaw Pittman, 2300 N Street, N.W. Washington, D.C. 20037

Tel. Number: (202) 663-8832

[Please Type All Information]

Picillo Farm Superfund Site
RD/RA Consent Decree

APPENDIX F
ADDITIONAL PARTIES

<u>Additional Parties</u>	<u>Response Costs</u>	<u>NRD</u>
Branson Ultrasonics Corp.	\$46,500	\$1,000

Picillo Farm Superfund Site
RD/RA Consent Decree

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Signal, Inc., relating to the Picillo Farm Superfund Site.

FOR: EATON CORPORATION

(NAME OF PARTY)

Date: January 8, 1996

Name: 
G. L. Gherlein

Title: Executive Vice President and General Counsel

Address: Eaton Corporation
Eaton Center
1111 Superior Avenue
Cleveland, Ohio 44114-2584

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

Name: Office of the Secretary

Title: Executive Vice President and General Counsel

Address: Eaton Corporation
Eaton Center, 1111 Superior Avenue
Cleveland, Ohio 44114-2584

Tel. Number: (216) 523-4103

[Please Type All Information]

Picillo Farm Superfund Site
RD/RA Consent Decree

APPENDIX F


ADDITIONAL PARTIES

<u>Additional Parties</u>	<u>Response Costs</u>	<u>NRD</u>
Eaton Corporation	\$46,500	\$1,000

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Signal, Inc., relating to the Picillo Farm Superfund Site.

FOR Wyeth Laboratories ~~XXXXXX~~, INC. */

Date: January 15, 1996


JOHN ALIVERNINI, SENIOR ATTORNEY
[Name -- Please Type]
[Title -- Please Type]
[Address -- Please Type]
WYETH-AYERST LABORATORIES
PO Box 8299
Philadelphia, PA 19101-8299

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

Name: Margaret R. Tribble
Title: Senior Attorney, AHP
Address: 5 Giralda Farms, Madison, NJ 07940
Tel. Number: 201-660-5218
[Please Type All Information]

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

APPENDIX F

ADDITIONAL PARTIES

<u>Additional Parties</u>	<u>Response Costs</u>	<u>NRD</u>
Wyeth Laboratories, Inc.	46,500	1,000

**Picillo Farm Superfund Site
RD/RA Consent Decree**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Signal, Inc., relating to the Picillo Farm Superfund Site.

FOR: Bayer Corporation (fka Miles Inc.)

(NAME OF PARTY)

Date: Jan. 2, 1996

Name: Spencer J. Nunley

Title: Associate General Counsel

Address: 100 Bayer Road

Pittsburgh, PA 15205-9741

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

Name: Gerard F. Hickel

Title: Counsel

Address: 100 Bayer Road, Pittsburgh, PA 15205-9741

Tel. Number: (412) 777-2188

[Please Type All Information]

Picillo Farm Superfund Site
RD/RA Consent Decree

APPENDIX F
ADDITIONAL PARTIES

<u>Additional Parties</u>	<u>Response Costs</u>	<u>NRD</u>
Bayer Corporation (formerly known as Miles, Inc.)	\$76,500	\$1,000

**Picillo Farm Superfund Site
RD/RA Consent Decree**

RECEIVED
MAY 15 1996
CLERK
U. S. DISTRICT COURT
DISTRICT OF R. I.

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Signal, Inc., relating to the Picillo Farm Superfund Site.

FOR: Burndy Corporation (currently, Framatome Connectors USA Inc.)
(NAME OF PARTY)

Date: January 5, 1996

Name: Alan H. Peltz

Title: Vice President, Chief Financial Officer

Address: 51 Richards Avenue

Norwalk, CT 06856

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

Name: B. Jill Steps

Title: Vice President, Counsel

Address: Framatome Connectors USA Inc., 51 Richards Ave, Norwalk, CT
06856

Tel. Number: (203) 852-6240

[Please Type All Information]

APPENDIX F
ADDITIONAL PARTIES

<u>Additional Parties</u>	<u>Response Costs</u>	<u>NRD</u>
Burndy Corporation (Framatome Connectors USA Inc.)	\$46,500.00	\$1,000.00

Picillo Farm Superfund Site
RD/RA Consent Decree

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Signal, Inc., relating to the Picillo Farm Superfund Site.

FOR: KRAFT FOODS, INC. ON BEHALF OF WARE CHEMICAL
(NAME OF PARTY)

Date: 1/9/96

David P. Schneider
Name: David P. Schneider, Esq.
Title: Bressler, Amery & Ross, P.C.
Attorneys for Kraft Foods, Inc.
Address: P.O. Box 1980
Morristown, New Jersey 07962

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

Name: David P. Schneider, Esq.
Title: Bressler, Amery & Ross, P.C. Attorneys for Kraft Foods, Inc.
Address: P.O. Box 1980, Morristown, New Jersey 07962
Tel. Number: (201) 514-1200

[Please Type All Information]

Picillo Farm Superfund Site
RD/RA Consent Decree

APPENDIX F
ADDITIONAL PARTIES

<u>Additional Parties</u>	<u>Response Costs</u>	<u>NRD</u>
KRAFT FOODS, INC. on behalf of WARE CHEMICAL	\$76,500	\$ 1,000

Picillo Farm Superfund Site
RD/RA Consent Decree

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Signal, Inc., relating to the Picillo Farm Superfund Site.

FOR: KRAFT FOODS, INC. ON BEHALF OF GENERAL FOODS USA
(NAME OF PARTY)

Date: 1/9/96

Name: David P. Schneider
David P. Schneider, Esq.

Title: Bressler, Amery & Ross, P.C.
Attorneys for Kraft Foods, Inc.

Address: P.O. Box 1980
Morristown, New Jersey 07962

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

Name: David P. Schneider, Esq.

Title: Bressler, Amery & Ross, P.C. Attorneys for Kraft Foods, Inc.

Address: P.O. Box 1980, Morristown, New Jersey 07962

Tel. Number: (201) 514-1200

[Please Type All Information]

APPENDIX F
ADDITIONAL PARTIES

<u>Additional Parties</u>	<u>Response Costs</u>	<u>NRD</u>
KRAFT FOODS, INC. on behalf of GENERAL FOODS USA	\$76,500	\$ 1,000

Picillo Farm Superfund Site
RD/RA Consent Decree

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Signal, Inc., relating to the Picillo Farm Superfund Site.

FOR: MINE SAFETY APPLIANCES COMPANY

(NAME OF PARTY)

Date: 1/16/96

Name: Jay D. Branderbit

Title: Counsel for Mine Safety Appliances Company

Address: KENT & McBRIDE, P.C.
Two Logan Square, Suite 600
18th & Arch Streets
Philadelphia, PA 19103

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

Name: Jay D. Branderbit

Title: Counsel for Mine Safety Appliances Company

Address: KENT & McBRIDE, P.C., Two Logan Square, Ste 600
18th & Arch Streets, Philadelphia, PA 19103

Tel. Number: (215) 568-1800; fax - (215) 568-1830

[Please Type All Information]

Picillo Farm Superfund Site
RD/RA Consent Decree

APPENDIX F
ADDITIONAL PARTIES

<u>Additional Parties</u>	<u>Response Costs</u>	<u>NRD</u>
MINE SAFETY APPLIANCES COMPANY	\$76,500.00	\$1,000.00


Picillo Farm Superfund Site
RD/RA Consent Decree

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Signal, Inc., relating to the Picillo Farm Superfund Site.

FOR: Armstrong World Industries, Inc.

(NAME OF PARTY)

Date: January 16, 1996


Name: D. M. Draeger

Title: President Worldwide Floor Products
Operations

Address: 313 West Liberty Street

Lancaster, PA 17603

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

Name: D. S. Brossman

Title: Attorney

Address: 313 West Liberty Street, Lancaster PA 17603

Tel. Number: (717) 396-2745

[Please Type All Information]

Picillo Farm Superfund Site
RD/RA Consent Decree

APPENDIX F

ADDITIONAL PARTIES

<u>Additional Parties</u>	<u>Response Costs</u>	<u>NRD</u>
Armstrong World Industries, Inc.	\$119,500	\$1000

**Picillo Farm Superfund Site
RD/RA Consent Decree**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Signal, Inc., relating to the Picillo Farm Superfund Site.

FOR: E. R. SQUIBB & SONS, INC.

(NAME OF PARTY)

Date: January 5, 1996

Name: *Robert M. Endries*

Title: Vice President & Assistant Secretary

Address: Rt. 206 & Province Line Road
P. O. Box 4000
Princeton, New Jersey 08543

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

Name: L. G. Singer, Esq.

Title:

Address: Sills Cummis Zuckerman Radin Tischman Epstein & Gross
The Legal Center
One Riverfront Plaza, Newark NJ 07102-5400

Tel. Number: 201-643-5276

[Please Type All Information]

Picillo Farm Superfund Site
RD/RA Consent Decree

APPENDIX F
ADDITIONAL PARTIES

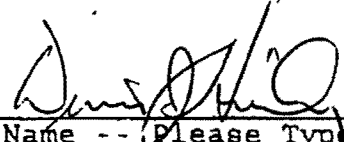
<u>Additional Parties</u>	<u>Response Costs</u>	<u>NRD</u>
E.R. Squibb & Sons, Inc.	\$46,500.00	\$1,000.00

Picillo Farm Superfund Site
RD/RA Consent Decree

THE UNDERSIGNED PARTY enters into this Consent Decree in the
matter of United States v. Allied Signal, Inc., relating
to the Picillo Farm Superfund Site.

FOR THE MENNEN COMPANY, INC. */

Date: 1/5/96


[Name -- Please Type] Dennis J. Hickey
[Title -- Please Type] Executive Vice President -
[Address -- Please Type] Finance
Colgate-Palmolive Company
300 Park Avenue
New York, NY 10022

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

Name: Michael Th. Bourque, Esq.
Title: Colgate-Palmolive Company
Address: 300 Park Avenue, NY, NY 10022
Tel. Number: (212) 310-2201
[Please Type All Information]

*/ A separate signature page must be signed by each
corporation, individual or other legal entity that is
settling with the United States.

Picillo Farm Superfund Site
RD/RA Consent Decree

APPENDIX F
ADDITIONAL PARTIES

<u>Additional Parties</u>	<u>Response Costs</u>	<u>NRD</u>
The Mennen Company	\$56,500.00	\$1,000.00

Picillo Farm Superfund Site
RD/RA Consent Decree

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Signal, Inc., relating to the Picillo Farm Superfund Site.

FOR American Standard Inc.
(NAME OF PARTY) Patricia R. Kruger
Date: 1/04/90 Name: Patricia R. Kruger
Title: Corporate Counsel
Address: 745 5th Avenue #29
N.Y. N.Y. 10151

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

Name: Patricia R. Kruger, Esq.
Title: Corporate Counsel
Address: 745 Fifth Ave. 29th fl. N.Y. N.Y.
Tel. Number: 212-751-3378 10151

[Please Type All Information]

Picillo Farm Superfund Site
RD/RA Consent Decree

APPENDIX F
ADDITIONAL PARTIES

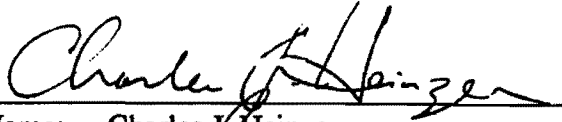
<u>Additional Parties</u>	<u>Response Costs</u>	<u>NRD</u>
American Standard Inc.	\$46,500.00	\$1,000.00

Picillo Farm Superfund Site
RD/RA Consent Decree

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Signal, Inc., relating to the Picillo Farm Superfund Site.

FOR THE PERKIN-ELMER CORPORATION

Date: January 16, 1996


Name: Charles J. Heinzer
Title: Senior Corporate Attorney
Address: 761 Main Avenue
Norwalk, CT 06859

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

Name: Charles J. Heinzer
Title: Senior Corporate Attorney
Address: 761 Main Avenue, Norwalk, CT 06859
Tel. Number: 203-761-5490

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

Wicilto Farm Superfund Site
RD/EA Consent Decree

APPENDIX F

ADDITIONAL PARTIES

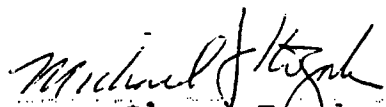
<u>Additional Parties</u>	<u>Response Costs</u>	<u>NRD</u>
Perkin-Elmer Corp	\$157,500	\$1,000

Picillo Farm Superfund Site
RD/RA Consent Decree

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Signal, Inc., relating to the Picillo Farm Superfund Site.

FOR Grumman Corp. and Grumman Aerospace COMPANY, INC s/

Date: 1/16/95


[Name -- Please Type]
[Title -- Please Type]
[Address -- Please Type]

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

Name: Michael J. Kozak
Title: Manager, Bethpage Site
Address: South Oyster Bay Road, Bethpage, NY 11714-3582
Tel. Number: 516-575-3499
[Please Type All Information]

s/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

Picillo Farm Superfund Site
RD/RA Consent Decree

APPENDIX F

ADDITIONAL PARTIES

<u>Additional Parties</u>	<u>Response Costs</u>	<u>NRD</u>
Grumman Corporation/ Grumman Aerospace Company	\$132,500.00	\$1,000.00

Picillo Farm Superfund Site
RD/RA Consent Decree

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Signal, Inc., relating to the Picillo Farm Superfund Site.

FOR: MINNESOTA MINING AND MANUFACTURING COMPANY
(NAME OF PARTY)

Date: 1/12/96

David P. Schneider
Name: David P. Schneider, Esq.

Title: Bressler, Amery & Ross, P.C.
Attorneys for 3M

Address: P.O. Box 1980

Morristown, New Jersey 07962

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

Name: David P. Schneider, Esq.

Title: Bressler, Amery & Ross, P.C. Attorneys for 3M

Address: P.O. Box 1980, Morristown, New Jersey 07962

Tel. Number: (201) 514-1200

[Please Type All Information]

Picillo Farm Superfund Site
RD/RA Consent Decree

APPENDIX F
ADDITIONAL PARTIES

<u>Additional Parties</u>	<u>Response Costs</u>	<u>NRD</u>
Minnesota Mining and Manufacturing Company	\$419,500	\$1,000

Picillo Farm Superfund Site
RD/RA Consent Decree

APPENDIX F

ADDITIONAL PARTIES

<u>Additional Parties</u>	<u>Response Costs</u>	<u>NRD</u>
Union Carbide Corporation	\$282,000.00	\$1,000.00

**Picillo Farm Superfund Site
RD/RA Consent Decree**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Signal, Inc., relating to the Picillo Farm Superfund Site.

FOR: Pitney Bowes, Inc.

(NAME OF PARTY)

Date: January 5, 1996

Name: 

John N.D. Moody

Title: President, Pitney Bowes Mailing Systems

Address: One Elmcroft Road

Stamford, CT 06926-0700

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

Name: Roberta Barbieri

Title: Sr. Corporate Environmental Engineer

Address: Pitney Bowes, One Elmcroft Rd, Stamford, CT 06926

Tel. Number: (203) 351-7835

[Please Type All Information]

Picillo Farm Superfund Site
RD/RA Consent Decree

APPENDIX F
ADDITIONAL PARTIES

<u>Additional Parties</u>	<u>Response Costs</u>	<u>NRD</u>
Pitney Bowes, Inc.	\$ 194,500	\$ 1,000

Picillo Farm Superfund Site
RD/RA Consent Decree

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Signal, Inc., relating to the Picillo Farm Superfund Site.

FOR: Schenectady International, Inc.
(NAME OF PARTY)

Date: 1/8/96

Name:

Robert P. Yunick

Title: V-P Corp. Technology

Address: 2750 Balltown Road

Schenectady, NY 12309-1094

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

Name: Robert P. Yunick

Title: V-P Corporate Technology

Address: 2750 Balltown Road, Schenectady, NY 12309-1094

Tel. Number: (518) 347-4411

[Please Type All Information]

Picillo Farm Superfund Site
RD/RA Consent Decree

APPENDIX F
ADDITIONAL PARTIES

<u>Additional Parties</u>	<u>Response Costs</u>	<u>NRD</u>
Schenectady International, Inc.	\$169,500	\$1,000

Picillo Farm Superfund Site
RD/RA Consent Decree

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Signal, Inc., relating to the Picillo Farm Superfund Site.

FOR: CIBA-GEIGY CORPORATION
(NAME OF PARTY)

Date: January 4, 1996

Name: 

Title: Director, Environmental Protection

Address: 520 White Plains Road
Tarrytown, New York 10591

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

Name: Janice Kelley Rowan, Esq.

Title: Warner & Stackpole

Address: 75 State Street, Boston, MA 02109

Tel. Number: (617) 951-9000

[Please Type All Information]

Picillo Farm Superfund Site
RD/RA Consent Decree

APPENDIX F

ADDITIONAL PARTIES

<u>Additional Parties</u>	<u>Remedial and Response Costs</u>	<u>NRD</u>
Ciba-Geigy Corporation	\$ 149,450.00	\$ 1,000.00

Picillo Farm Superfund Site
RD/RA Consent Decree

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Signal, Inc., relating to the Picillo Farm Superfund Site.

FOR: Air Products and Chemicals, Inc.
(NAME OF PARTY)

Date: January 5, 1996

Name: James H. Agger, Esquire

Title: Vice President General Counsel
and Secretary

Address: 7201 Hamilton Boulevard

Allentown, PA 18195-1501

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

Name: Stephen S. Ferrara, Esquire

Title: Attorney

Air Products and Chemicals, Inc.

Address: Law Department

7201 Hamilton Boulevard, Allentown, PA 18195-1501

Tel. Number: (610) 481-7352

[Please Type All Information]

Picillo Farm Superfund Site
RD/RA Consent Decree

APPENDIX F
ADDITIONAL PARTIES

<u>Additional Parties</u>	<u>Response Costs</u>	<u>NRD</u>
Air Products and Chemicals, Inc.	\$46,500.00	\$1,000.00

**Picillo Farm Superfund Site
RD/RA Consent Decree**

**THE UNDERSIGNED PARTY enters into this Consent Decree in the matter
of United States v. Allied Signal, Inc., relating to the Picillo
Farm Superfund Site.**

FOR: R. T. Vanderbilt Company, Inc.

(NAME OF PARTY)

Date: January 3, 1996

Hugh B. Vanderbilt, Jr.
Name: Hugh B. Vanderbilt, Jr.

Title: President & CEO

Address: 30 Winfield Street

Norwalk, CT 06855

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

Name: Howard A. Neuman, Esq.

Title: Satterlee Stephens Burke & Burke LLP
230 Park Avenue

Address: New York, New York 10169-0079

Tel. Number: (212) 818-9200

[Please Type All Information]

Picillo Farm Superfund Site
RD/RA Consent Decree

APPENDIX F
ADDITIONAL PARTIES

<u>Additional Parties</u>	<u>Response Costs</u>	<u>NRD</u>
R.T. Vanderbilt Company, Inc.	\$145,500	\$1,000


**Picillo Farm Superfund Site
RD/RA Consent Decree**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Signal, Inc., relating to the Picillo Farm Superfund Site.

FOR: MERCK & CO., INC.

(NAME OF PARTY)

Date: 1/4/96


STEPHEN TARNOWSKI

Name: _____

Title: ENVIRONMENTAL ATTORNEY

Address: ONE MERCK DRIVE

WHITEHOUSE STATION, NJ 08889-0100

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

Name: Stephen Tarnowski

Title: Environmental Attorney

Address: Merck & Co., Inc., One Merck Drive

Whitehouse Station, New Jersey 08889-0100

Tel. Number: (908) 423-1931

[Please Type All Information]

Picillo Farm Superfund Site
RD/RA Consent Decree

APPENDIX F
ADDITIONAL PARTIES

<u>Additional Parties</u>	<u>Response Costs</u>	<u>NRD</u>
Merck & Co., Inc.	\$106,500.00	\$1,000.00

Picillo Farm Superfund Site
RD/RA Consent Decree

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Signal, Inc., relating to the Picillo Farm Superfund Site.

FOR: NATIONAL STARCH AND CHEMICAL COMPANY
(NAME OF PARTY)

Date: Jan. 3, 1996

Name: Alexander M. Samson Jr.

Title: Counsel, Regulatory Affairs

Address: 10 Filidene Ave.
Bridgewater, NJ 08807

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

Name: Alexander M. Samson Jr.

Title: Counsel, Regulatory Affairs

Address: 10 Filidene Ave., Bridgewater, NJ 08807

Tel. Number: 908-685-5198

[Please Type All Information]

Picillo Farm Superfund Site
RD/RA Consent Decree

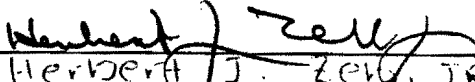
APPENDIX F
ADDITIONAL PARTIES

<u>Additional Parties</u>	<u>Response Costs</u>	<u>NRD</u>
National Starch and Chemical Company	\$91,500.00	\$1,000.00

Picillo Farm Superfund Site
RD/RA Consent Decree

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Signal, Inc., relating to the Picillo Farm Superfund Site.

FOR Reichhold Chemicals, Inc. COMPANY, INC. *

Date: 11/21/95 Signature: 
Name: Herbert J. Zell, Jr.
Title: Senior Vice President
Address: 2400 Ellis Road
Durham, N.C. 27703

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

Name: Kevin M. Hogan, Esq.
Title: Phillips Lytle Hitchcock,
Blaine & Huber, Counsel
Address: 3400 Marine Midland Center
Tel. Number: (716) 847-8331

* A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States

Picillo Farm Superfund Site
RD/RA Consent Decree

APPENDIX F
ADDITIONAL PARTIES

<u>Additional Parties</u>	<u>Response Costs</u>	<u>NRD</u>
Reichhold Chemicals, Inc.	\$91,500.00	\$1,000.00

Picillo Farm Superfund Site
RD/RA Consent Decree

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Signal, Inc., relating to the Picillo Farm Superfund Site.

FOR: GANES CHEMICALS INC.

(NAME OF PARTY)

Date: 12/28/95

Name: Joseph V. Fusco

Title: Vice President & Chief Financial Officer

Address: 630 Broad Street

Carlstadt, NJ 07072

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

Name: Tod W. Read, Gilberg & Kurent

Title: Attorney At Law

Address: 1250 Eye Street, N.W., Washington, DC 20005

Tel. Number: 202-842-3222

[Please Type All Information]

Picillo Farm Superfund Site
RD/RA Consent Decree

APPENDIX F
ADDITIONAL PARTIES

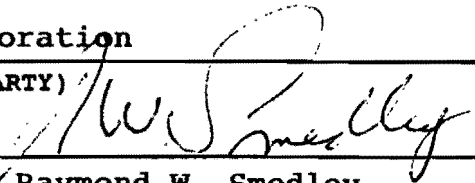
<u>Additional Parties</u>	<u>Response Costs</u>	<u>NRD</u>
Ganes Chemicals, Inc.	\$76,500	\$1,000

Picillo Farm Superfund Site
RD/RA Consent Decree

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Signal, Inc., relating to the Picillo Farm Superfund Site.

FOR: Hoechst Celanese Corporation
(NAME OF PARTY)

Date: January 5, 1996


Name: Raymond W. Smedley

Title: Vice President & Controller

Address: Route 202-206

Somerville NJ 08876

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

Name: Janice Kelley Rowan, Esq.

Title: Warner & Stackpole

Address: 75 State Street, Boston, MA 02109

Tel. Number: (617) 951-9000

[Please Type All Information]

Picillo Farm Superfund Site
RD/RA Consent Decree

APPENDIX F
ADDITIONAL PARTIES

<u>Additional Parties</u>	<u>Remedial and Response Costs</u>	<u>NRD</u>
Hoechst Celanese Corporation	\$68,500.00	\$1,000.00

Picillo Farm Superfund Site
RD/RA Consent Decree

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Signal, Inc., relating to the Picillo Farm Superfund Site.

FOR: Pfizer Inc

(NAME OF PARTY)

Date: December 21, 1995


Name: Paul S. Miller

Title: Senior Vice President & General Counsel

Address: 235 East 42nd Street
New York, NY 10017

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

Name: Carol A. Casazza

Title: Assistant Corporation Counsel

Address: Pfizer Inc., 235 E. 42nd St., NY, NY 10017

Tel. Number: (212) 573-1161

[Please Type All Information]

Picillo Farm Superfund Site
RD/RA Consent Decree

APPENDIX F
ADDITIONAL PARTIES

<u>Additional Parties</u>	<u>Response Costs</u>	<u>NRD</u>
Pfizer, Inc.	\$76,500.00	\$1,000.00

**Picillo Farm Superfund Site
RD/RA Consent Decree**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Signal, Inc., relating to the Picillo Farm Superfund Site.

FOR: Revlon Consumer Products Corporation
(NAME OF PARTY)

Date: 1 - 9 - 96

Wade H. Nichols III
Name: Wade H. Nichols III

Title: Senior Vice President & General Counsel

Address: 625 Madison Avenue
New York, New York 10022

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

Name: Ruth V. Rosenberg

Title: Environmental Counsel

Address: 625 Madison Avenue, New York, NY 10022

Tei. Number: (212) 527-5632

[Please Type All Information]

APPENDIX F
ADDITIONAL PARTIES

<u>Additional Parties</u>	<u>Response Costs</u>	<u>NRD</u>
Revlon Consumer Products Corporation	\$56,500	\$1,000

Picillo Farm Superfund Site
RD/RA Consent Decree

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Signal, Inc., relating to the Picillo Farm Superfund Site.

FOR: King Industries, Inc.

(NAME OF PARTY)

Date:

1/3/96

Name:

Richard S. King

President

Title:

Address: Science Road

Norwalk, CT 06850

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

Name: Mark V. Burns, Esq.

Title: Attorney

Address: 323 Riverside Avenue, P.O. Box 446, Westport, CT 06881

Tel. Number: (203) 454-2788

[Please Type All Information]

Picillo Farm Superfund Site
RD/RA Consent Decree

APPENDIX F
ADDITIONAL PARTIES

<u>Additional Parties</u>	<u>Response Costs</u>	<u>NRD</u>
King Industries, Inc.	\$56,500	\$1,000

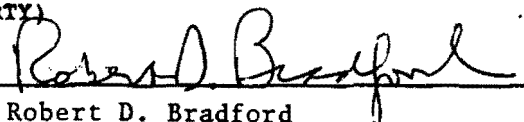
Picillo Farm Superfund Site
RD/RA Consent Decree

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Signal, Inc., relating to the Picillo Farm Superfund Site.

FOR: BORDEN, INC.

(NAME OF PARTY)

Date: JANUARY 3, 1996


Name: Robert D. Bradford

Title: Vice President - Health, Safety & Environment

Address: 180 E. Broad St.

Columbus, OH 43215

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

Name: Prentice-Hall Corporation System, Inc.

Title: _____

170 Washington St., Ste. 900
Address: Providence, RI 02903

Tel. Number: 212-463-2700

[Please Type All Information]

Picillo Farm Superfund Site
RD/RA Consent Decree

APPENDIX F
ADDITIONAL PARTIES

<u>Additional Parties</u>	<u>Response Costs</u>	<u>NRD</u>
Borden, Inc.	\$56,500.00	\$1,000.00

Picillo Farm Superfund Site
RD/RA Consent Decree

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Signal, Inc., relating to the Picillo Farm Superfund Site.

FOR: NL Industries, Inc.

(NAME OF PARTY)

Date: 1/3/96

Name: Marcus A. Martin

Title: Counsel

Address: 511 16th Street, Suite 700

Denver, Colorado 80202

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

Name: Marcus A. Martin

Title: Counsel

Address: 511 16th Street, Suite 700, Denver, Colorado 80202

Tel. Number: (303) 592-3180

[Please Type All Information]

Picillo Farm Superfund Site
RD/RA Consent Decree

APPENDIX F
ADDITIONAL PARTIES

<u>Additional Parties</u>	<u>Response Costs</u>	<u>NRD</u>
NL Industries, Inc.	\$46,500	\$1,000


Picillo Farm Superfund Site
RD/RA Consent Decree

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Signal, Inc., relating to the Picillo Farm Superfund Site.

FOR: BER MAR MANUFACTURING CORPORATION

(NAME OF PARTY)

Date: 12-27-95

Name: 
Allen W. Willenbrock

Title: Vice President

Address: 255 Butler Street

Brooklyn, NY 11217

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

Name: Martin B. Wasser

Title: Phillips Nizer Benjamin Krim & Ballon LLP

Address: 666 Fifth Avenue, New York, NY 10103-0084

Tel. Number: (212) 977-9700

[Please Type All Information]

Picillo Farm Superfund Site
RD/RA Consent Decree

APPENDIX F
ADDITIONAL PARTIES

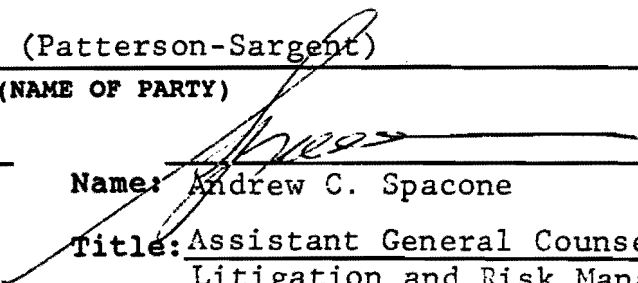
<u>Additional Parties</u>	<u>Response Costs</u>	<u>NRD</u>
Ber Mar Manufacturing Corporation	\$46,500	\$1,000

Picillo Farm Superfund Site
RD/RA Consent Decree

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Signal, Inc., relating to the Picillo Farm Superfund Site.

FOR: TEXTRON INC. (Patterson-Sargent)
(NAME OF PARTY)

Date: 12/29/95


Name: Andrew C. Spacone

Title: Assistant General Counsel
Litigation and Risk Management

Address: 40 Westminster Street
Providence, RI 02903

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

Name: Jamieson M. Schiff

Title: Environmental Counsel

Address: 40 Westminster Street, Providence, RI 02903

Tel. Number: 401-457-2422

[Please Type All Information]

Picillo Farm Superfund Site
RD/RA Consent Decree

APPENDIX F
ADDITIONAL PARTIES

<u>Additional Parties</u>	<u>Response Costs</u>	<u>NRD</u>
Texton Inc. (Patterson-Sargent)	\$56,500	\$1,000

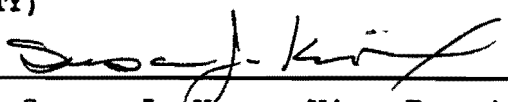
**Picillo Farm Superfund Site
RD/RA Consent Decree**

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Allied Signal, Inc., relating to the Picillo Farm Superfund Site.

FOR: THE UPJOHN COMPANY

(NAME OF PARTY)

Date: January 4, 1996


Name: Susan J. Knox, Vice President of
Title: Environmental Quality and Safety

Address: 7000 Portage Road
Kalamazoo, MI 49001

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

Name: John O'Reilly
Title: Shanley & Fisher
Address: 131 Madison Avenue
Mooristown, New Jersey 07962
Tel. Number: 201-285-1000

[Please Type All Information]

Picillo Farm Superfund Site
RD/RA Consent Decree

APPENDIX F
ADDITIONAL PARTIES

<u>Additional Parties</u>	<u>Response Costs</u>	<u>NRD</u>
The Upjohn Company	\$56,500.00	\$1,000.00

Picillo Farm Superfund Site
RD/RA Consent Decree

APPENDIX F
ADDITIONAL PARTIES

<u>Additional Parties</u>	<u>Response Costs</u>	<u>NRD</u>
Connecticut Hard Rubber Co./CHR Industries, Inc.	\$56,500.00	\$1,000.00