

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF CONNECTICUT



SDMS DocID 252355

UNITED STATES OF AMERICA  
and STATE OF CONNECTICUT

Plaintiffs,

ALG. MILLER COMPANY, INC., et al.,

Defendants.

3:99-CV-0471 (JCH) *W*

3:99-CV-0473 (JCH)

May 10, 1999

**UNOPPOSED MOTION TO ENTER CONSENT DECREE**

Plaintiffs, the United States of America and the State of Connecticut, respectfully move this Court to approve, sign and enter as a final judgment the Consent Decree which was lodged with this Court on March 16, 1999 (the "Consent Decree"). The Consent Decree resolves the United States' and the State's claims for future response costs against the defendants regarding the Old Southington Landfill Superfund Site located in Southington, Connecticut. Pursuant to 42 U.S.C. § 9622(d) and 28 C.F.R. § 50.7, notice of the Consent Decree was published in the Federal Register on April 6, 1999. 64 *Fed. Reg.* 16749. The comment period has ended and neither the United States nor the State have received any comments regarding the settlement. All of the defendants in this case have agreed to the entry of the Consent Decree.

The Consent Decree is fair, reasonable, consistent with the statutory scheme of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et. seq.*, and in the public interest. Accordingly, the plaintiffs respectfully request that this Court sign page 13 of the Consent Decree and enter it as a final judgment.

MOTION GRANTED 6/1/99  
*Gerard L. Goettel*  
GERARD L. GOETTEL  
U. S. DISTRICT COURT  
JUN 3 12 48 PM '99  
FILED

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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF CONNECTICUT

UNITED STATES OF AMERICA,  
and STATE OF CONNECTICUT,

Plaintiffs,

v.

A. G. MILLER COMPANY, INC., *et al.*,

Defendants.

Civ. Nos. 399-CV-0471(JCH)

and 399-CV-0473(JCH)

**CONSENT DECREE**

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## I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint in this matter pursuant to Sections 106 and 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. §§ 9606 and 9607, seeking injunctive relief regarding the cleanup of the Old Southington Landfill Superfund Site in Southington, Connecticut ("Site"), and recovery of costs incurred and to be incurred in responding to the release or threat of release of hazardous substances at or in connection with the Site.

B. As a result of the release or threatened release of hazardous substances, EPA has undertaken response actions at or in connection with the Site under Section 104 of CERCLA, 42 U.S.C. § 9604, and will undertake response actions in the future. In performing these response actions, EPA has incurred and will continue to incur response costs at or in connection with the Site.

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

D. 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, by publication in the Federal Register on September 21, 1984, 49 Fed. Reg. 37,083.

E. In response to a release or a substantial threat of a release of a hazardous substance(s) at or from the Site, the Town of Southington ("Town"), United Technologies Corp., Pratt & Whitney Division ("UTC"), and Solvents Recovery Service of New England ("SRSNE"), under EPA oversight, commenced, on September 29, 1987, a Remedial Investigation and Feasibility Study ("RI/FS") for the Site pursuant to 40 C.F.R. § 300.430. SRSNE later became insolvent and suspended participation in the RI/FS. In 1989, General Electric Company agreed to participate in the performance of the RI/FS.

F. The RI/FS Report was completed on December 10, 1993. EPA issued an addendum to the RI/FS Report on May 23, 1994.

G. Pursuant to Section 117 of CERCLA, 42 U.S.C. § 9617, EPA published notice of the completion of the RI/FS and of the proposed plan for remedial action on May 23, 1994, 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.

H. On September 22, 1994, EPA issued a Record of Decision ("ROD") in which it selected the interim remedial action to be implemented at the Site. The major

components of the interim remedy for limited source control ("Interim Remedy") are: acquisition of properties located on the Site, relocation of affected residents and businesses, removal of all residential and commercial structures from the landfill, excavation and consolidation of discrete semi-solid materials in the landfill into a lined cell on Site, installation and operation and maintenance ("O&M") of a cap, installation and O&M of a landfill gas collection system, long-term monitoring for groundwater, landfill gas, surface water and sediment, five year reviews, supplemental groundwater studies, and institutional controls.

I. The United States, the State, and most of the potentially responsible parties at the Site entered into a consent decree providing for the Town and UTC to perform the Interim Remedy, for the United States to reimburse the Town and UTC for a portion of the cost of the Interim Remedy, and for the remaining parties to pay their allocated shares of response costs incurred in connection with the Site and response costs to be incurred in connection with the Interim Remedy. The consent decree regarding the Interim Remedy was approved by the United States District Court for the District of Connecticut on June 9, 1998 in Civ. No. 3:98cv8 and on June 12, 1998 in Civ. No. 3:98cv236 ("June 1998 Consent Decree"). Most of the Settling Defendants were parties to the June 1998 Consent Decree. The June 1998 Consent Decree did not resolve any Settling Defendant's responsibility for the costs of the cleanup of the groundwater migrating from the Site ("Groundwater Remedy").

J. The Regional Administrator of EPA, Region I, or his delegate, has determined the following with respect to the liability for remediation of contaminated groundwater migrating from the Site:

1. prompt settlement with each Settling Defendant is practicable and in the public interest within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1);

2. the payments to be made by each Settling Defendant under this Consent Decree involve only a minor portion of the costs of the Groundwater Remedy within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1), based upon EPA's estimate that the Groundwater Remedy costs incurred and to be incurred by the EPA Hazardous Substance Superfund and by private parties will be between \$15 million and \$53 million; and

K. The Regional Administrator of EPA, Region I, or his delegate, also has determined that the amount of hazardous substances contributed to the Site by each Settling Defendant and the toxic or other hazardous effects of the hazardous substances contributed to the Site by each Settling Defendant are minimal in comparison to other hazardous substances at the Site within the meaning of Section 122(g)(1)(A) of CERCLA, 42 U.S.C. § 9622(g)(1)(A). This is because the amount of hazardous substances contributed to the Site by each Settling Defendant does not exceed 0.083% of the hazardous substances at the Site and the hazardous substances contributed by each Settling Defendant to the Site are not significantly more toxic or of significantly greater hazardous effect than other hazardous substances at the Site.

L. The Settling Defendants do not admit any liability to Plaintiffs arising out of the transactions or occurrences alleged in the complaint.

M. The United States, the State and Settling Defendants agree that settlement without further litigation and without the admission or adjudication of any issue of fact or law is the most appropriate means of resolving this action with respect to Settling Defendants.

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

## II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. § 9613(b), and also has personal jurisdiction over Settling Defendants. Settling Defendants consent to and shall not challenge the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

## III. PARTIES BOUND

2. This Consent Decree is binding upon the United States, the State and upon Settling Defendants and their successors and assigns. Any change in ownership or corporate or other legal 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.

## IV. STATEMENT OF PURPOSE

3. By entering into this Consent Decree, the mutual objectives of the Parties are:

a. To reach a final settlement among the Parties with respect to the Site pursuant to Section 122(g) of CERCLA, 42 U.S.C. § 9622(g), and Conn. Gen. Stats. §§ 22a-451, that allows Settling Defendants to make a cash payment, including a premium, to resolve their alleged civil liability under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607 and Conn. Gen. Stats. §§ 22a-451, for injunctive relief with regard to the Site, for response costs incurred and to be incurred at or in connection with the Site, and for recovery of damages for natural resources at the Site, thereby reducing litigation relating to the Site;

b. To simplify any remaining administrative and judicial enforcement activities concerning the Site by eliminating a substantial number of potentially responsible parties from further involvement at the Site;

c. To achieve settlement with Settling Defendants for their fair shares of response costs incurred and to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund, and by private parties, and of natural resource damages at or in connection with the Site, and to provide for full and complete contribution protection for Settling Defendants with regard to the Site pursuant to

Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5); and

d. To provide Settling Defendants with releases from liability regarding the Site, which releases supercede the releases set forth in the June 1998 Consent Decree.

## V. DEFINITIONS

4. Unless otherwise expressly provided herein, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in the statute or regulations. Whenever the terms listed below are used in this Consent Decree, the following definitions shall apply:

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

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

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

d. "DOI" shall mean the United States Department of Interior and any successor departments, agencies or instrumentalities thereof.

e. "Effective Date" shall mean the effective date of this Consent Decree as provided in Paragraph 24.

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

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

h. "Federal Natural Resource Damages" shall mean damages recoverable under Section 107 of CERCLA for injury to, destruction of, or loss of any and all natural resources, as defined by Section 101(16) of CERCLA, 42 U.S.C. § 9601(16), at the Site under the trusteeship of DOI or NOAA, including the costs of assessing such injury, destruction or loss.

i. "Groundwater Remedy" shall mean the response action(s) selected in future record(s) of decision or action memorandum(a), if any, regarding the groundwater at or migrating from the Site.

j. "Interest" shall mean interest at the current rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a).

k. "Interim Remedy" shall mean the remedial action to be implemented at the Site and selected by EPA in its Record of Decision ("ROD") issued on September 22, 1994.

l. "June 1998 Consent Decree" shall mean the consent decree regarding the Site and approved by the United States District Court for the District of Connecticut on June 9, 1998 in Civ. No. 3:98cv8 and on June 12, 1998 in Civ. No. 3:98cv236.

m. "Matters Addressed in this Consent Decree" or "Matters Addressed" shall mean all response actions taken and to be taken by the Plaintiffs and by private parties, all response costs incurred and to be incurred by the Plaintiffs and by private parties, and all Federal and State Natural Resource Damages, at or in connection with the Site and any groundwater migrating from the Site.

n. "NOAA" shall mean the the National Oceanic and Atmospheric Administration, and any successor departments, agencies, or instrumentalities thereof.

o. "Paragraph" shall mean a portion of this Consent Decree identified by an arabic numeral.

p. "Parties" shall mean the United States, the State and the Settling Defendants.

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

r. "Settling Defendants" shall mean those persons, corporations or other entities listed in Appendix A.

s. "Site" shall mean the Old Southington Landfill Superfund Site, encompassing approximately 11 acres, located along Old Turnpike Road in Southington, Connecticut and depicted generally on the map attached as Appendix B.

t. "State" shall mean the State of Connecticut, including all of its departments, agencies, and instrumentalities.

u. "State Natural Resource Damages" shall mean damages recoverable under Section 107 of CERCLA and Conn. Gen. Stats. § 22a-6a for injury to, destruction of, or loss of any and all natural resources, as defined by Section 101(16) of CERCLA, 42 U.S.C. § 9601(16), at the Site under the trusteeship of the State, including the reasonable costs of assessing such injury, destruction, or loss.

v. "Subparagraph" shall mean a portion of this Consent Decree identified by a lower case letter.

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

## VI. PAYMENTS

5. Each Settling Defendant shall, within 30 days of the Effective Date, pay to the United States, the amount specified for that Settling Defendant in Column A of Appendix A plus Interest that has accrued on such amount from the date of lodging pursuant to Paragraph 23 until the date of payment. This payment is for projected costs of the Groundwater Remedy for the Site and a premium to cover the risks and uncertainties associated with this settlement, including, but not limited to, the risk that the actual cost of the Groundwater Remedy will exceed the Groundwater Remedy cost estimate upon which Settling Defendants' payments are based and the possibility that additional response or remedial actions may be required for the Site. The payment shall be made by certified check made payable to "EPA Hazardous Substances Superfund". The check shall reference "OSL Special Account", and "EPA Site/Spill ID No. 01-58". Each check shall be accompanied by a transmittal letter referencing "OSL Site - Special Account", "DJ No. 90-11-2-420A", "EPA Site/Spill ID No. 01-58", the name of the Settling Defendant making payment, and that the payment is for future costs. The checks and transmittal letters required by Paragraph 5 shall be sent by certified mail, return receipt requested to:

EPA Superfund  
Superfund Accounting, Region I  
P.O. Box 360197M  
Pittsburgh, PA 15251

Copies of the checks and transmittal letters required by Paragraph 5 shall be sent to:

Almerinda Silva  
Remedial Project Manager  
U.S. EPA Region I - New England  
1 Congress Street, Suite 1100 (HBT)  
Boston, MA 02114-2023

Chief, Environmental Enforcement Section  
U.S. Department of Justice  
P.O. Box 7611  
Washington, D.C. 20044-7611

6. Each Settling Defendant shall, within 30 days of the Effective Date, pay to the United States, for Federal Natural Resource Damages, the amount specified for that Settling Defendant in Column B of Appendix A, plus Interest that has accrued on such amount from the date of lodging pursuant to Paragraph 23 until the date of payment. The payment shall be made by certified check made payable to "U.S. Department of the Interior". The check shall reference "Account No. 14X5198" and the "Old Southington Landfill Site". The check shall be accompanied by a transmittal letter. The transmittal letter shall reference "Account No. 14X5198", "DJ No. 90-11-2-420A", the name of the Settling Defendant, and that the payment is for Natural Resource Damages for resources under the trusteeship of DOI with respect to the Old

Southington Site. The check and transmittal letter shall be sent by certified mail, return receipt requested to:

Chief, Division of Finance  
U.S. Fish and Wildlife Service  
4401 North Fairfax Drive  
Arlington, VA 22203

A copy of the check and transmittal letter shall be sent to:

Mark Barash  
Office of the Regional Solicitor  
U.S. Department of the Interior  
One Gateway Center, Suite 612  
Newton Corner, MA 02158-2868

7. All payments made pursuant to Paragraph 5 shall be deposited in the Old Southington Landfill Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance the Groundwater Remedy at or in connection with the Site. Any balance remaining in the Old Southington Landfill Special Account after completion of the Groundwater Remedy shall be transferred by EPA to the EPA Hazardous Substance Superfund.

8. Disbursement of Funds and Implementation of Restoration. The jurisdictions and trusteeships of DOI and the State as natural resource trustees over the injured natural resources overlap. Accordingly, all monies recovered for natural resource damages arising from the Site shall be held by DOI in an interest-bearing account in its Natural Resource Damage Assessment and Restoration Fund, and said monies shall only be spent for restoration and to reimburse past trustee assessment costs at or related to the Site in conformity with the provisions and procedures set forth in a Memorandum of Agreement to be entered into between DOI and the State. None of the monies recovered for natural resource damages arising from the Site shall be obligated or expended prior to the execution of a mutually agreed upon Memorandum of Agreement.

## VII. FAILURE TO MAKE PAYMENT

9. If any Settling Defendant fails to make full payment as specified in Paragraphs 5 and 6, that Settling Defendant shall pay a stipulated penalty of \$100 per day for each day that the payment is late. If any Settling Defendant fails to make full payment as specified in Paragraphs 5 and 6, that Settling Defendant shall pay Interest on the unpaid balance. In addition, if any Settling Defendant fails to make full payment as required by Paragraphs 5 and 6, the United States may, in addition to any other available remedies or sanctions, bring an action against that Settling Defendant seeking injunctive relief to compel payment and/or seeking civil penalties under Section 122(l) of CERCLA, 42 U.S.C. 9622(l), for failure to make timely payment.

### VIII. CERTIFICATION OF SETTLING DEFENDANT

10. By signing this Consent Decree, each Settling Defendant certifies, individually, that, to the best of its knowledge and belief, it has:

a. conducted a thorough, comprehensive, good faith search for documents, and has fully and accurately disclosed to EPA, all information currently in its possession, or in the possession of its officers, directors, employees, contractors or agents, which relates in any way to its ownership, possession, generation, treatment, transportation, storage or disposal of a hazardous substance, pollutant, or contaminant at or in connection with the Site;

b. not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents, or other information relating to its potential liability regarding the Site after notification of potential liability or the filing of a suit against it regarding the Site; and

c. fully complied with any and all EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e).

### IX. PLAINTIFFS' COVENANTS NOT TO SUE

11. In consideration of the payments that will be made by Settling Defendants under the terms of this Consent Decree, and except as specifically provided in Section X (Plaintiffs' Reservations of Rights), the United States, on behalf of EPA, DOI and NOAA, covenants not to sue or take administrative action against any of the Settling Defendants pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, relating to the Site and any groundwater migrating from the Site. In consideration of the payments that will be made by Settling Defendants under the terms of this Consent Decree, and except as specifically provided in Section X (Plaintiffs' Reservations of Rights), the State covenants not to sue or take administrative action against any of the Settling Defendants pursuant to Section 107 of CERCLA, 42 U.S.C. § 9607, and Conn. Gen. Stat. §§ 22a-6, 22a-6a, 22a-133g, 22a-432 or 22a-451, relating to the Site and any groundwater migrating from the Site. With respect to present and future liability, these covenants not to sue shall take effect for each Settling Defendant upon receipt of that Settling Defendant's payments as required by Section VI. With respect to each Settling Defendant, individually, these covenants not to sue are conditioned upon: (a) the satisfactory performance by Settling Defendant of all obligations, if any, under the June 1998 Consent Decree; (b) the satisfactory performance by Settling Defendant of all obligations under this Consent Decree; (c) the veracity of the information provided to EPA by Settling Defendant relating to Settling Defendant's involvement with the Site; and (d) the accuracy of the certification made pursuant to Paragraph 10. These covenants not to sue extend only to Settling Defendants and do not extend to any other person.

## X. PLAINTIFFS' RESERVATIONS OF RIGHTS

12. The covenants not to sue by the United States and the State set forth in Paragraph 11 do not pertain to any matters other than those expressly specified in Paragraph 11. 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. liability for failure to meet a requirement of this Consent Decree;
- b. criminal liability;
- c. liability arising from the future arrangement for disposal or treatment of a hazardous substance, pollutant or contaminant at the Site after the date of lodging of this Consent Decree, and
- d. liability arising from the past, present, or future disposal, release, or threat of release of hazardous substances outside of the Site, excluding groundwater migrating from the Site.

13. Notwithstanding any other provision in this Consent Decree, the United States and the State reserve, and this Consent Decree is without prejudice to, the right to *institute proceedings against any individual Settling Defendant in this action or in a new action or to issue an administrative order to any individual Settling Defendant seeking to compel that Settling Defendant to perform response actions relating to the Site, and/or to reimburse the United States for additional costs of response, if information is discovered which indicates that such Settling Defendant contributed hazardous substances to the Site in such greater amount or of such greater toxic or other hazardous effects that such Settling Defendant no longer qualifies as a *de minimis* party at the Site because Settling Defendant contributed greater than 0.083% of the hazardous substances at the Site, or contributed hazardous substances which are significantly more toxic or are of significantly greater hazardous effect than other hazardous substances at the Site.*

14. The basis for the Regional Administrator's, or his delegate's, determination that the amount of hazardous substances contributed to the Site by each Settling Defendant, and the toxic or other hazardous effects of the hazardous substances contributed to the Site by each Settling Defendant, are minimal in comparison to other hazardous substances at the Site within the meaning of Section 122(g)(1)(A) of CERCLA, 42 U.S.C. § 9622(g)(1)(A), shall have no precedential effect with respect to any future judicial or administrative settlement with respect to the Site.

## XI. COVENANT NOT TO SUE BY SETTLING DEFENDANTS

15. Settling Defendants covenant not to sue and agree not to assert any claims or causes of action against the United States or the State or their contractors or employees with respect to the Site or this Consent Decree including, but not limited to:

- a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113

of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claims for costs, fees, or expenses incurred in this action or related to the Site, including claims under the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended;

c. any claim arising out of response activities at the Site; and

d. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site.

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

17. Settling Defendants covenant not to sue and agree not to assert any claims or causes of action against each other with regard to the Site pursuant to Sections 107 or 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613. Settling Defendants waive all claims and causes of action for Matters Addressed, including for contribution, against any person, other than insurance carriers. The Settling Defendants each reserve any rights, defenses, claims, demands, and causes of action, other than those referenced in the preceding sentence, which each Settling Defendant may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

## XII. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

18. Except as otherwise provided in Paragraph 17, 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 Plaintiffs reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which they may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

19. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, 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 in the subsequent proceeding were or should have been brought in the instant action; provided, however, that nothing in this Paragraph affects the enforceability of the covenant not to sue included in Paragraph 11.

20. The Parties agree, and by entering this Consent Decree this Court finds, that each Settling Defendant is entitled, as of the date of entry of this Consent Decree, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5), for Matters Addressed in this Consent Decree.

### XIII. RETENTION OF JURISDICTION

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

### XIV. INTEGRATION/APPENDICES

22. This Consent Decree and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree. The following appendices are attached and incorporated into this Consent Decree:

"Appendix A" is the list of Settling Defendants, and schedule of payments.

"Appendix B" is the map of the Site.

### XV. PUBLIC COMMENT

23. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment. The United States shall file with the Court any written comments received and the United States' response thereto. The United States reserves the right to withdraw or withhold its consent if comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper or inadequate. Settling Defendants consent to entry of this Consent Decree without further notice, and the United States reserves the right to oppose an attempt by any person to intervene in this civil action.

### XVI. EFFECTIVE DATE

24. The effective date of this Consent Decree shall be the date of entry by this Court, following public comment pursuant to Paragraph 23.

### XVII. SIGNATORIES/SERVICE

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

26. 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 Settling Defendants in writing that it no longer supports entry of the Consent Decree.

27. Each Settling Defendant shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. Settling Defendants hereby agree to accept service including, but not

limited to, service of a summons, 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.

28. The United States hereby stipulates to an extension of time to answer the complaint in favor of each Settling Defendant, which extension shall run until 30 days after the United States withdraws or withholds its consent pursuant to Section XV (Public Comment) or the Court declines to enter this Consent Decree, whichever occurs first.

**XVIII. FINAL JUDGMENT**

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

SO ORDERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_.

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United States District Judge

requirements  
applicable local rules of the court.

28. The United States hereby consents to the entry of a judgment on the complaint in favor of each Settling Defendant, and the United States shall not file a motion after the United States withdraws or withdraws its motion for summary judgment (Public Comment) or the Court declines to enter summary judgment, whichever occurs first.

### XVIII. FINAL JUDGMENT

29. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment between and among the United States, the State and the Settling Defendants. The Court finds that there is no reason for delay and therefore enters this judgment as a final judgment under Federal Civ. P. 54 and 58.

SO ORDERED THIS 1st DAY OF June, 1999.

George L. Gutter  
United States District Judge

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Connecticut v. A. G. Miller Company, Inc., et al.*, relating to the Old Southington Landfill Superfund Site.

FOR THE UNITED STATES OF AMERICA

\_\_\_\_\_  
Date

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

12-23-98  
Date

  
\_\_\_\_\_  
MARK A. GALLAGHER, CT10592  
Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611  
Washington, D.C. 20044-7611

STEPHEN C. ROBINSON  
United States Attorney for  
the District of Connecticut

\_\_\_\_\_  
Date

\_\_\_\_\_  
SHARON E. JAFFE, CT04623  
Assistant United States Attorney  
915 Lafayette Blvd., Rm. 309  
Bridgeport, Connecticut 06604  
(203) 773-2108

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Connecticut v. A. G. Miller Company, Inc., et al.*, relating to the Old Southington Landfill Superfund Site.

3/9/99  
Date

  
JOHN P. DEVILLARS  
Regional Administrator, Region I-New England  
U.S. Environmental Protection Agency  
JFK Federal Building  
Boston, MA 02203-2211

March 3, 1999  
Date

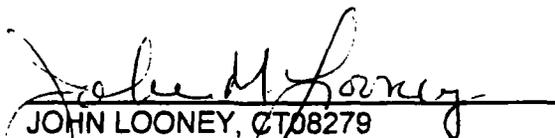
  
RUTHANN SHERMAN  
Senior Enforcement Counsel  
U.S. Environmental Protection Agency  
Region I - New England, SES  
JFK Federal Building  
Boston, MA 02203-2211

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Connecticut v. A. G. Miller Company, Inc., et al.*, relating to the Old Southington Landfill Superfund Site.

FOR THE STATE OF CONNECTICUT  
DEPARTMENT OF ENVIRONMENTAL  
PROTECTION:

RICHARD BLUMENTHAL  
Attorney General

2-23-99  
Dated

  
JOHN LOONEY, CT08279  
Assistant Attorney General  
55 Elm Street  
Hartford, Connecticut 06106

APPENDIX A  
LIST OF SETTLING DEFENDANTS  
AND  
SCHEDULE OF PAYMENTS

Name of Settling Defendant	Predecessor/Successor Name(s)	Column A GW Pmt	Column B NRD Pmt
23 West Bacon Corp.	Whiting & Davis Co., Inc.	\$9,574	\$164
A.G. Miller Company, Inc.		\$3,198	\$100
Alinabal, Inc.		\$8,936	\$123
Allied Metal Products Co.		\$5,594	\$100
American Annuity Group, Inc.	STI Group, Inc. / Sprague Technologies, Inc. / SPELCO, Inc. / Sprague Electric Company	\$8,760	\$112
American Home Products Corporation	Adams Plastic	\$3,808	\$100
American Meter Co.		\$5,418	\$100
Arden Jewelry Manufacturing Co.		\$9,354	\$150
Autoswage Products, Inc.		\$6,254	\$100
B.A. Ballou & Company		\$9,266	\$144
B.F. Goodrich Company, The		\$9,200	\$140
B.J. Tool Company, The		\$3,044	\$100
Barnes Group Inc.	Wallace Barnes, Associated Spring Corporation, Barnes Group Inc.	\$18,718	\$237
Bass Plating Co., The	The Bass Plating Co.	\$3,764	\$100
Berlin Heat Treating Co., Inc.		\$3,808	\$100
Berol Corp.	Eagle Pencil Co., Inc.	\$10,080	\$196
Bird Incorporated	Bird & Sons	\$9,398	\$153
Branson Instrument Co.	Branson Ultrasonics Corp.	\$5,528	\$100
Brunswick Corporation	Brunswick Bowling & Billiards Corporation / Union Hardware Division / FM Precision Golf Manufacturing Corp. / Royal Precision Golf Corp.	\$3,874	\$100
C & K Components, Inc.	Unimax Switch Corporation	\$5,836	\$100
Carlyle Manufacturing Company, Inc.	The Hemingway & Bartlett Mfg., Co. / Carlyle Industries Inc. / Blumenthal Lansing Co.	\$3,198	\$100
Carpin Manufacturing, Inc.	Ferrule Manufacturing Corporation	\$3,176	\$100
Cartec, Inc.	Worcester Taper Pin	\$5,858	\$100
Chapman Machine Company		\$5,726	\$100
Chromium Process Co.		\$9,750	\$175
Circuit Wise, Inc.	Circuit Wise, Inc.	\$6,430	\$100
Clariant Corporation	Reed Plastics	\$5,748	\$100
Cly-Del Manufacturing Co., Inc.		\$3,112	\$100
Coltec Industries Inc.		\$6,298	\$100
Contromatic Corporation/Quamco, Inc.	PCC Speciality Products, Inc.	\$3,764	\$100
Cooper Industries, Inc.	New England Die Casting / Dano Electric	\$9,288	\$146
Cornell-Dubilier Electronics, Inc.	Tobe Deutschmann Corporation	\$5,440	\$100
Dana Corporation	Superior Electric	\$6,320	\$100
Digital Equipment Corporation		\$18,256	\$207
Durham Manufacturing Company, The		\$8,716	\$109
E.A. Patten Company, The		\$3,742	\$100
E.I. du Pont de Nemours and Company		\$6,210	\$100
Espey Manufacturing Co.	Saratoga Industries / Espey Mfg. & Electronics Corp.	\$5,836	\$100
FLEXcon Company, Inc.		\$6,056	\$100
Fletcher-Terry Company, The		\$3,154	\$100
GE Engine Services UNC Holding I, Inc.	UNC Incorporated / United Nuclear Corp.	\$9,992	\$190
GTE Operations Support Incorporated	GTE Sylvania Corporation / Wallmet East / GTE Sylvania Inc.	\$9,002	\$127
General Chemical Corporation		\$9,750	\$175
General Motors Corporation		\$9,068	\$132
Gillette Company		\$9,926	\$186
Gould Electronics Inc.	Gould Inc. / Allied Control Co. / Clevite Corporation	\$6,518	\$100
H&H Screw Products Mfg. Co.		\$5,704	\$100
Hasboro, Inc.	Milton Bradley Company	\$5,858	\$100
Hercules Incorporated		\$6,276	\$100
Hitchiner Manufacturing Co., Inc.	Metal Casting Technology, Inc.	\$3,720	\$100
Holyoke Card & Paper Co.		\$5,792	\$100
Honeywell Inc., Skinner Valve Division		\$5,550	\$100
Hubbard-Hall Inc.	Hubbard Hall Chemical Company	\$3,896	\$100
IMO Industries, Inc.	Heim Company	\$3,863	\$100
Kanthal Corp.	Kanthal Special Alloys Corp. / Kanthal Furnace Products, Inc. / Kanthal Corp.	\$5,660	\$100
L.C. Doane Company, The		\$3,176	\$100
Larson Tool & Stamping Co.		\$8,782	\$113
Leavens Manufacturing	Oneida Ltd. / Leavens Awards	\$3,154	\$100
Lindberg Corporation	New England Metallurgical / Lindberg Heat Treating	\$5,924	\$100

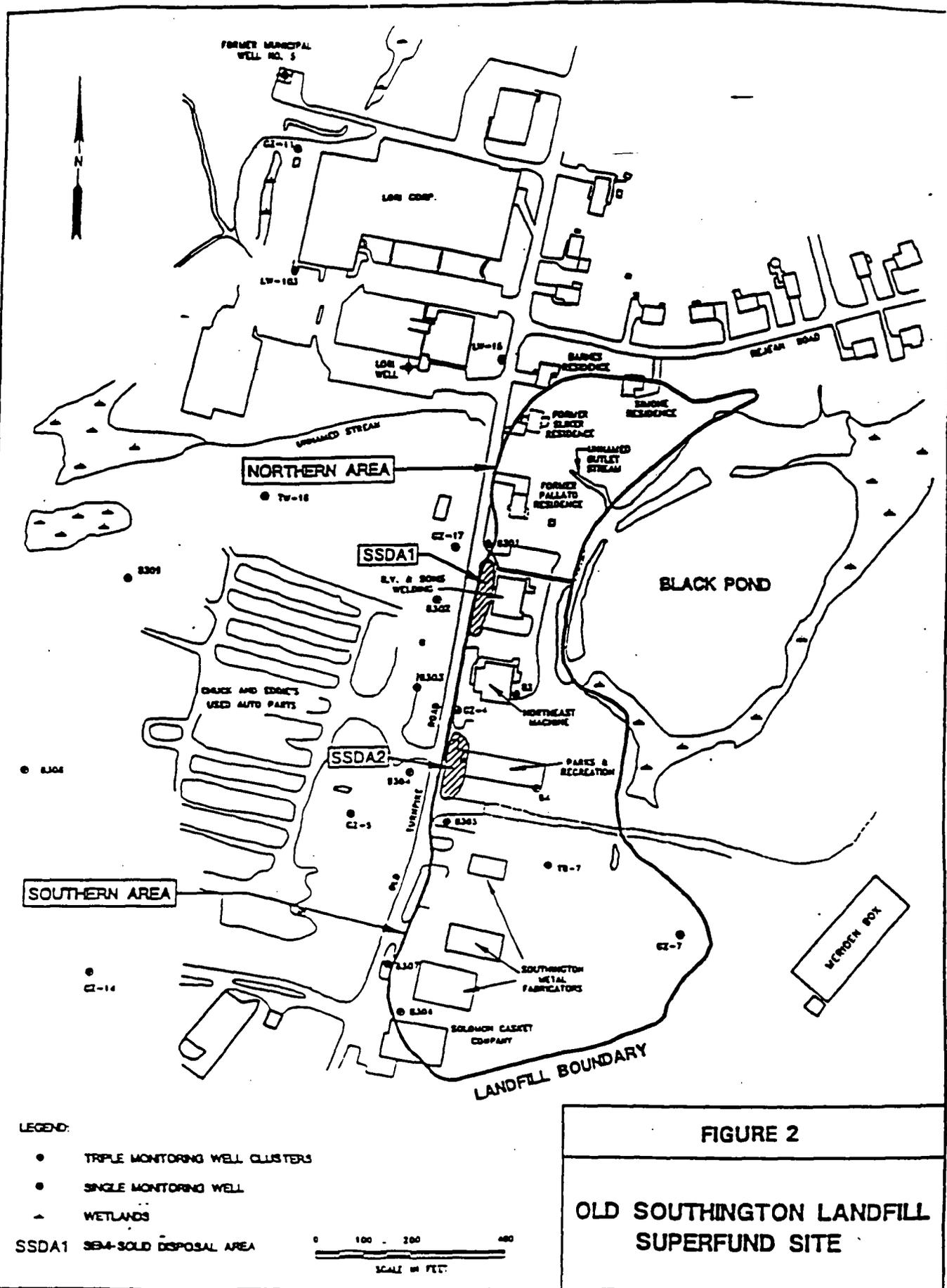
## OSL "PHASE I" DE MINIMIS SETTLEMENT -- APPENDIX A

23-Dec-98

Name of Settling Defendant	Predecessor/Successor Name(s)	Column A GW Pmnt	Column B NRD Pmnt
Miniature Precision Bearing- MPB Corp.		\$6,188	\$100
Moen Incorporated	Capewell Manufacturing Co.	\$5,418	\$100
Napier Co.	RLJC, Inc. / The Bliss Group	\$3,896	\$100
New England Small Business Investment Company, Inc.	New England Tape Co. / Netco Extruded Plastics	\$3,066	\$100
Newell Co.	Charles D. Burnes	\$3,088	\$100
Newton-New Haven Company, The	Newton Industries of New Haven	\$5,462	\$100
Olig, Ltd.	The Lea Manufacturing Company	\$3,110	\$100
PPG Industries, Inc.	PPG Architectural Finishes, Inc. / Keeler and Long Incorporated	\$3,720	\$100
Parker Street Perforating Corp.	National Perforating Corp.	\$3,132	\$100
Persons Majestic Mfg.		\$5,660	\$100
Pfizer Inc.	Charles Pfizer & Co., Inc. / Amatek/Pfizer, Inc.	\$3,132	\$100
Philips Automotive Electronics	A.W. Haydon Company	\$3,808	\$100
Philips Electronics	Lakewood Metal Products	\$5,902	\$100
Pirelli Tire LLC	Armstrong Rubber Company / Pirelli Armstrong Tire Corporation / Pirelli Tire Corporation	\$9,684	\$171
Polaroid Corporation		\$18,256	\$207
Pratt-Read Corporation	Cornwall & Paterson Co.	\$3,044	\$100
Raffi and Swanson Inc.		\$5,616	\$100
Raytheon Company	Raytheon Manufacturing Company	\$9,024	\$129
Robertshaw Controls Co.- Milford Div.		\$5,594	\$100
Rock of Ages Corporation	Rock of Ages Capacitors	\$9,266	\$144
Royal Screw Machine Products Company, The		\$3,066	\$100
Secondary Products, Inc.	Wm. Steinen Mfg. Co.	\$3,720	\$100
Sequa Corporation	Casco Products Corp.	\$8,804	\$115
Sibley Company, The		\$6,144	\$100
Sportsmen's Plastics, Inc.		\$3,786	\$100
Stanadyne Automotive Corp.	Stanadyne, Inc.	\$6,012	\$100
Summit Finishing Company Inc., The		\$9,112	\$134
Sunfish Laser, Inc.	Alcort Sailboats, Inc. / Escape Sailboat Co., LLC	\$5,902	\$100
Superior Plating Company		\$3,044	\$100
Susan Bates, Inc.	C. J. Bates & Son / Coats & Clark Inc.	\$3,198	\$100
Talley International Investment Corp.	General Time Corporation	\$3,132	\$100
Technical Coatings Laboratory, Inc.		\$5,748	\$100
Technographics, Inc.	Fitchburg Paper Company	\$8,650	\$105
Tillotson Pearson Corp.	Tillotson Rubber Co.	\$6,562	\$100
Timex Corporation	United States (U.S.) Time Corp. / Timex Enterprises, Inc. / Timex Products Corp. / Timex Sales Corporation	\$18,586	\$228
Tonon Group, Inc., The and Westwood Corp.	Amesbury Metal Products / Peter Gray Corporation / Robert Tonon	\$8,980	\$126
Uniroyal Inc.	Naugatuck Footwear / U.S. Rubber Company / Shoe Hardware	\$42,456	\$347
Unisys Corporation	Burroughs Corp. / Wheeler Electric Co.	\$3,176	\$100
United Tool & Die Company, The		\$5,682	\$100
Vulcan Electric Co.		\$3,154	\$100
W. E. Bassett Company, The		\$5,506	\$100
Waterbury Companies, Inc.	Talley Industries, Inc.	\$3,874	\$100
Westvaco Corporation	U S. Envelope	\$5,904	\$100
Weymouth Art Leather Co.		\$18,828	\$244
Atrax Co	Greenfield Industries, Inc.	\$3,044	\$100
Barridon Corporation		\$9,068	\$132
Cramer Company	M H Rhodes, Inc.	\$5,418	\$100
Fairchild Auto-Mated Parts, Inc.		\$6,298	\$100
L. E. Mason Co.	Magnesium Casting Company	\$3,176	\$100
Millennium Petrochemicals, Inc.	Bridgeport Brass Co.	\$5,748	\$100
MHC Inc.	Fenwall, Inc.	\$3,110	\$100
MQS Inspection / Magnaflux Quality Svc.		\$3,110	\$100
Platt & Labonia Company		\$9,926	\$186
Providence Metallizing Company, Inc.		\$6,188	\$100
Siemon Company, The	Siemon-Dynamic Manufacturing Company	\$5,836	\$100
W.A. Parsons Company, Inc.		\$3,198	\$100
Creed Monarch, Inc.		\$9,000	\$145
Nickson Industries, Inc.	AAA Metal Stamping	\$17,500	\$193
Towne Dry Cleaners, Inc.		\$3,761	\$116
Union Manufacturing Company	Five Star Company, Inc.	\$20,000	\$250

APPENDIX B

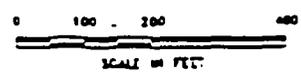
MAP OF SITE



**LEGEND:**

- TRIPLE MONITORING WELL CLUSTERS
- SINGLE MONITORING WELL
- ▲ WETLANDS

SSDA1 SEMI-SOLID DISPOSAL AREA



**FIGURE 2**

**OLD SOUTHINGTON LANDFILL SUPERFUND SITE**

c

## OSL "PHASE I" DE MINIMIS SETTLEMENT -- FINAL PAYMENT AMOUNTS

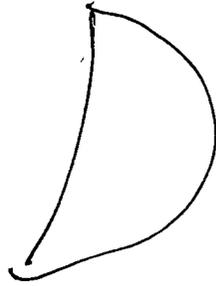
09-Jun-99

Name of Settling Defendant	Total Ground water payment	Total NRD Payment
23 West Bacon Corp.	\$9,707	\$166
A.G. Miller Company, Inc.	\$3,242	\$101
Alinabal, Inc.	\$9,060	\$125
Allied Metal Products Co.	\$5,672	\$101
American Annuity Group, Inc.	\$8,882	\$114
American Home Products Corporation	\$3,861	\$101
American Meter Co.	\$5,493	\$101
Arden Jewelry Manufacturing Co.	\$9,484	\$152
Autoswage Products, Inc.	\$6,341	\$101
B.A. Ballou & Company	\$9,395	\$146
B.F. Goodrich Company, The	\$9,328	\$142
B.J. Tool Company, The	\$3,086	\$101
Barnes Group Inc.	\$18,978	\$240
Bass Plating Co., The	\$3,816	\$101
Berlin Heat Treating Co., Inc.	\$3,861	\$101
Berol Corp.	\$10,220	\$199
Bird Incorporated	\$9,529	\$155
Branson Instrument Co.	\$5,605	\$101
Brunswick Corporation	\$3,928	\$101
C & K Components, Inc.	\$5,917	\$101
Carlyle Manufacturing Company, Inc.	\$3,242	\$101
Carpin Manufacturing, Inc.	\$3,220	\$101
Cartec, Inc.	\$5,939	\$101
Chapman Machine Company	\$5,806	\$101
Chromium Process Co.	\$9,886	\$178
Circuit Wise, Inc.	\$6,519	\$101
Clariant Corporation	\$5,828	\$101
Cly-Del Manufacturing Co., Inc.	\$3,155	\$101
Coltec Industries Inc.	\$6,386	\$101
Contromatic Corporation/Quamco, Inc.	\$3,816	\$101
Cooper Industries, Inc.	\$9,417	\$148
Cornell-Dubilier Electronics, Inc.	\$5,516	\$101
Dana Corporation	\$6,408	\$101
Digital Equipment Corporation	\$18,510	\$210
Durham Manufacturing Company, The	\$8,837	\$111
E.A. Patten Company, The	\$3,794	\$101
E.I. du Pont deNemours and Company	\$6,296	\$101
Espey Manufacturing Co.	\$5,917	\$101
FLEXcon Company, Inc.	\$6,140	\$101
Fletcher-Terry Company, The	\$3,198	\$101
GE Engine Services UNC Holding I, Inc.	\$10,131	\$193
GTE Operations Support Incorporated	\$9,127	\$129
General Chemical Corporation	\$9,886	\$178
General Motors Corporation	\$9,194	\$133
Gillette Company	\$10,064	\$189
Gould Electronics Inc.	\$6,609	\$101
H&H Screw Products Mfg. Co.	\$5,783	\$101
Hasboro, Inc.	\$5,939	\$101
Hercules Incorporated	\$6,363	\$101
Hitchiner Manufacturing Co., Inc.	\$3,772	\$101
Holyoke Card & Paper Co.	\$5,873	\$101
Honeywell Inc., Skinner Valve Division	\$5,627	\$101
Hubbard-Hall Inc.	\$3,950	\$101
IMO Industries, Inc.	\$3,916	\$101
Kanthal Corp.	\$5,739	\$101
L.C. Doane Company, The	\$3,220	\$101
Larson Tool & Stamping Co.	\$8,904	\$115
Leavens Manufacturing	\$3,198	\$101
Lindberg Corporation	\$6,006	\$101
Miniature Precision Bearing- MPB Corp.	\$6,274	\$101
Moen Incorporated	\$5,493	\$101
Napier Co.	\$3,950	\$101
New England Small Business Investment Co., Inc.	\$3,109	\$101

## OSL "PHASE I" DE MINIMIS SETTLEMENT -- FINAL PAYMENT AMOUNTS

09-Jun-99

Name of Settling Defendant	Total Ground water payment	Total NRD Payment
Newell Co.	\$3,131	\$101
Newton-New Haven Company, The	\$5,538	\$101
Olig, Ltd.	\$3,153	\$101
PPG Industries, Inc.	\$3,772	\$101
Parker Street Perforating Corp.	\$3,176	\$101
Persons Majestic Mfg.	\$5,739	\$101
Pfizer Inc.	\$3,176	\$101
Philips Automotive Electronics	\$3,861	\$101
Philips Electronics	\$5,984	\$101
Pirelli Tire LLC	\$9,819	\$173
Polaroid Corporation	\$18,510	\$210
Pratt-Read Corporation	\$3,086	\$101
Raffi and Swanson Inc.	\$5,694	\$101
Raytheon Company	\$9,149	\$131
Robertshaw Controls Co.- Milford Div.	\$5,672	\$101
Rock of Ages Corporation	\$9,395	\$146
Royal Screw Machine Products Company, The	\$3,109	\$101
Secondary Products, Inc.	\$3,772	\$101
Sequa Corporation	\$8,926	\$116
Sibley Company, The	\$6,229	\$101
Sportsmen's Plastics, Inc.	\$3,839	\$101
Stanadyne Automotive Corp.	\$6,096	\$101
Summit Finishing Company Inc., The	\$9,239	\$136
Sunfish Laser, Inc.	\$5,984	\$101
Superior Plating Company	\$3,086	\$101
Susan Bates, Inc.	\$3,242	\$101
Talley International Investment Corp.	\$3,176	\$101
Technical Coatings Laboratory, Inc.	\$5,828	\$101
Technographics, Inc.	\$8,770	\$107
Tillotson Pearson Corp.	\$6,653	\$101
Timex Corporation	\$18,844	\$231
Tonon Group, Inc., The and Westwood Corp.	\$9,105	\$128
Uniroyal Inc.	\$43,046	\$352
Unisys Corporation	\$3,220	\$101
United Tool & Die Company, The	\$5,761	\$101
Vulcan Electric Co.	\$3,198	\$101
W.E. Bassett Company, The	\$5,583	\$101
Waterbury Companies, Inc.	\$3,928	\$101
Westvaco Corporation	\$5,986	\$101
Weymouth Art Leather Co.	\$19,090	\$247
Atrax Co.	\$3,086	\$101
Barridon Corporation	\$9,194	\$133
Cramer Company	\$5,493	\$101
Fairchild Auto-Mated Parts, Inc.	\$6,386	\$101
L.E. Mason Co.	\$3,220	\$101
Millennium Petrochemicals, Inc.	\$5,828	\$101
MHC Inc.	\$3,153	\$101
MQS Inspection / Magnaflux Quality Svc.	\$3,153	\$101
Platt & Labonia Company	\$10,064	\$189
Providence Metallizing Company, Inc.	\$6,274	\$101
Siemon Company, The	\$5,917	\$101
W.A. Parsons Company, Inc.	\$3,242	\$101
Creed Monarch, Inc.	\$9,125	\$147
Nickson Industries, Inc.	\$17,743	\$196
Towne Dry Cleaners, Inc.	\$3,813	\$118
Union Manufacturing Company	\$20,278	\$253



## OSL "PHASE I" DE MINIMIS SETTLEMENT -- INTEREST CALCULATIONS

09-Jun-99

Name of Settling Defendant	Base Ground-water Payment	Base NRD Payment	Percent Interest	Interest on GW Payment	Interest on NRD Payment	Total Ground water payment	Total NRD Payment
23 West Bacon Corp.	\$9,574	\$164	1.39%	\$133	\$2	\$9,707	\$166
A.G. Miller Company, Inc.	\$3,198	\$100	1.39%	\$44	\$1	\$3,242	\$101
Alinabal, Inc.	\$8,936	\$123	1.39%	\$124	\$2	\$9,060	\$125
Allied Metal Products Co.	\$5,594	\$100	1.39%	\$78	\$1	\$5,672	\$101
American Annuity Group, Inc.	\$8,760	\$112	1.39%	\$122	\$2	\$8,882	\$114
American Home Products Corporation	\$3,808	\$100	1.39%	\$53	\$1	\$3,861	\$101
American Meter Co.	\$5,418	\$100	1.39%	\$75	\$1	\$5,493	\$101
Arden Jewelry Manufacturing Co.	\$9,354	\$150	1.39%	\$130	\$2	\$9,484	\$152
Autoswage Products, Inc.	\$6,254	\$100	1.39%	\$87	\$1	\$6,341	\$101
B.A. Ballou & Company	\$9,266	\$144	1.39%	\$129	\$2	\$9,395	\$146
B.F. Goodrich Company, The	\$9,200	\$140	1.39%	\$128	\$2	\$9,328	\$142
B.J. Tool Company, The	\$3,044	\$100	1.39%	\$42	\$1	\$3,086	\$101
Barnes Group Inc.	\$18,718	\$237	1.39%	\$260	\$3	\$18,978	\$240
Bass Plating Co., The	\$3,764	\$100	1.39%	\$52	\$1	\$3,816	\$101
Berlin Heat Treating Co., Inc.	\$3,808	\$100	1.39%	\$53	\$1	\$3,861	\$101
Berol Corp.	\$10,080	\$196	1.39%	\$140	\$3	\$10,220	\$199
Bird Incorporated	\$9,398	\$153	1.39%	\$131	\$2	\$9,529	\$155
Branson Instrument Co.	\$5,528	\$100	1.39%	\$77	\$1	\$5,605	\$101
Brunswick Corporation	\$3,874	\$100	1.39%	\$54	\$1	\$3,928	\$101
C & K Components, Inc.	\$5,836	\$100	1.39%	\$81	\$1	\$5,917	\$101
Carlyle Manufacturing Company, Inc.	\$3,198	\$100	1.39%	\$44	\$1	\$3,242	\$101
Carpin Manufacturing, Inc.	\$3,176	\$100	1.39%	\$44	\$1	\$3,220	\$101
Cartec, Inc.	\$5,858	\$100	1.39%	\$81	\$1	\$5,939	\$101
Chapman Machine Company	\$5,726	\$100	1.39%	\$80	\$1	\$5,806	\$101
Chromium Process Co.	\$9,750	\$175	1.39%	\$136	\$2	\$9,886	\$178
Circuit Wise, Inc.	\$6,430	\$100	1.39%	\$89	\$1	\$6,519	\$101
Clariant Corporation	\$5,748	\$100	1.39%	\$80	\$1	\$5,828	\$101
Cly-Dei Manufacturing Co., Inc.	\$3,112	\$100	1.39%	\$43	\$1	\$3,155	\$101
Coltec Industries Inc.	\$6,298	\$100	1.39%	\$88	\$1	\$6,386	\$101
Contromatic Corporation/Quamco, Inc.	\$3,764	\$100	1.39%	\$52	\$1	\$3,816	\$101
Cooper Industries, Inc.	\$9,288	\$146	1.39%	\$129	\$2	\$9,417	\$148
Cornell-Dubilier Electronics, Inc.	\$5,440	\$100	1.39%	\$76	\$1	\$5,516	\$101
Dana Corporation	\$6,320	\$100	1.39%	\$88	\$1	\$6,408	\$101
Digital Equipment Corporation	\$18,256	\$207	1.39%	\$254	\$3	\$18,510	\$210
Durham Manufacturing Company, The	\$8,716	\$109	1.39%	\$121	\$2	\$8,837	\$111
E.A. Patten Company, The	\$3,742	\$100	1.39%	\$52	\$1	\$3,794	\$101
E.I. du Pont deNemours and Company	\$6,210	\$100	1.39%	\$86	\$1	\$6,296	\$101
Espey Manufacturing Co.	\$5,836	\$100	1.39%	\$81	\$1	\$5,917	\$101
FLEXcon Company, Inc.	\$6,056	\$100	1.39%	\$84	\$1	\$6,140	\$101
Fletcher-Terry Company, The	\$3,154	\$100	1.39%	\$44	\$1	\$3,198	\$101
GE Engine Services UNC Holding I, Inc.	\$9,992	\$190	1.39%	\$139	\$3	\$10,131	\$193
GTE Operations Support Incorporated	\$9,002	\$127	1.39%	\$125	\$2	\$9,127	\$129
General Chemical Corporation	\$9,750	\$175	1.39%	\$136	\$2	\$9,886	\$178
General Motors Corporation	\$9,068	\$132	1.39%	\$126	\$2	\$9,194	\$133
Gillette Company	\$9,926	\$186	1.39%	\$138	\$3	\$10,064	\$189
Gould Electronics Inc.	\$6,518	\$100	1.39%	\$91	\$1	\$6,609	\$101
H&H Screw Products Mfg. Co.	\$5,704	\$100	1.39%	\$79	\$1	\$5,783	\$101
Hasboro, Inc.	\$5,858	\$100	1.39%	\$81	\$1	\$5,939	\$101
Hercules Incorporated	\$6,276	\$100	1.39%	\$87	\$1	\$6,363	\$101
Hitchiner Manufacturing Co., Inc.	\$3,720	\$100	1.39%	\$52	\$1	\$3,772	\$101
Holyoke Card & Paper Co.	\$5,792	\$100	1.39%	\$81	\$1	\$5,873	\$101
Honeywell Inc., Skinner Valve Division	\$5,550	\$100	1.39%	\$77	\$1	\$5,627	\$101
Hubbard-Hall Inc.	\$3,896	\$100	1.39%	\$54	\$1	\$3,950	\$101
IMO Industries, Inc.	\$3,863	\$100	1.39%	\$54	\$1	\$3,916	\$101
Kanthal Corp.	\$5,660	\$100	1.39%	\$79	\$1	\$5,739	\$101
L.C. Doane Company, The	\$3,176	\$100	1.39%	\$44	\$1	\$3,220	\$101
Larson Tool & Stamping Co.	\$8,782	\$113	1.39%	\$122	\$2	\$8,904	\$115
Leavens Manufacturing	\$3,154	\$100	1.39%	\$44	\$1	\$3,198	\$101
Lindberg Corporation	\$5,924	\$100	1.39%	\$82	\$1	\$6,006	\$101
Miniature Precision Bearing- MPB Corp.	\$6,188	\$100	1.39%	\$86	\$1	\$6,274	\$101
Moen Incorporated	\$5,418	\$100	1.39%	\$75	\$1	\$5,493	\$101
Napier Co.	\$3,896	\$100	1.39%	\$54	\$1	\$3,950	\$101
New England Small Business Investment Co., Inc.	\$3,066	\$100	1.39%	\$43	\$1	\$3,109	\$101

## OSL "PHASE I" DE MINIMIS SETTLEMENT -- INTEREST CALCULATIONS

09-Jun-99

Name of Settling Defendant	Base Ground-water Payment	Base NRD Payment	Percent Interest	Interest on GW Payment	Interest on NRD Payment	Total Ground water payment	Total NRD Payment
Newell Co.	\$3,088	\$100	1.39%	\$43	\$1	\$3,131	\$101
Newton-New Haven Company, The	\$5,462	\$100	1.39%	\$76	\$1	\$5,538	\$101
Olig, Ltd.	\$3,110	\$100	1.39%	\$43	\$1	\$3,153	\$101
PPG Industries, Inc.	\$3,720	\$100	1.39%	\$52	\$1	\$3,772	\$101
Parker Street Perforating Corp.	\$3,132	\$100	1.39%	\$44	\$1	\$3,176	\$101
Persons Majestic Mfg.	\$5,660	\$100	1.39%	\$79	\$1	\$5,739	\$101
Pfizer Inc.	\$3,132	\$100	1.39%	\$44	\$1	\$3,176	\$101
Philips Automotive Electronics	\$3,808	\$100	1.39%	\$53	\$1	\$3,861	\$101
Philips Electronics	\$5,902	\$100	1.39%	\$82	\$1	\$5,984	\$101
Pirelli Tire LLC	\$9,684	\$171	1.39%	\$135	\$2	\$9,819	\$173
Polaroid Corporation	\$18,256	\$207	1.39%	\$254	\$3	\$18,510	\$210
Pratt-Read Corporation	\$3,044	\$100	1.39%	\$42	\$1	\$3,086	\$101
Raffi and Swanson Inc.	\$5,616	\$100	1.39%	\$78	\$1	\$5,694	\$101
Raytheon Company	\$9,024	\$129	1.39%	\$125	\$2	\$9,149	\$131
Robertshaw Controls Co.- Milford Div.	\$5,594	\$100	1.39%	\$78	\$1	\$5,672	\$101
Rock of Ages Corporation	\$9,266	\$144	1.39%	\$129	\$2	\$9,395	\$146
Royal Screw Machine Products Company, The	\$3,066	\$100	1.39%	\$43	\$1	\$3,109	\$101
Secondary Products, Inc.	\$3,720	\$100	1.39%	\$52	\$1	\$3,772	\$101
Sequa Corporation	\$8,804	\$115	1.39%	\$122	\$2	\$8,926	\$116
Sibley Company, The	\$6,144	\$100	1.39%	\$85	\$1	\$6,229	\$101
Sportsmen's Plastics, Inc.	\$3,786	\$100	1.39%	\$53	\$1	\$3,839	\$101
Stanadyne Automotive Corp.	\$6,012	\$100	1.39%	\$84	\$1	\$6,096	\$101
Summit Finishing Company Inc., The	\$9,112	\$134	1.39%	\$127	\$2	\$9,239	\$136
Sunfish Laser, Inc.	\$5,902	\$100	1.39%	\$82	\$1	\$5,984	\$101
Superior Plating Company	\$3,044	\$100	1.39%	\$42	\$1	\$3,086	\$101
Susan Bates, Inc.	\$3,198	\$100	1.39%	\$44	\$1	\$3,242	\$101
Talley International Investment Corp.	\$3,132	\$100	1.39%	\$44	\$1	\$3,176	\$101
Technical Coatings Laboratory, Inc.	\$5,748	\$100	1.39%	\$80	\$1	\$5,828	\$101
Technographics, Inc.	\$8,650	\$105	1.39%	\$120	\$1	\$8,770	\$107
Tillotson Pearson Corp.	\$6,562	\$100	1.39%	\$91	\$1	\$6,653	\$101
Timex Corporation	\$18,586	\$228	1.39%	\$258	\$3	\$18,844	\$231
Tonon Group, Inc., The and Westwood Corp.	\$8,980	\$126	1.39%	\$125	\$2	\$9,105	\$128
Uniroyal Inc.	\$42,456	\$347	1.39%	\$590	\$5	\$43,046	\$352
Unisys Corporation	\$3,176	\$100	1.39%	\$44	\$1	\$3,220	\$101
United Tool & Die Company, The	\$5,682	\$100	1.39%	\$79	\$1	\$5,761	\$101
Vulcan Electric Co.	\$3,154	\$100	1.39%	\$44	\$1	\$3,198	\$101
W.E. Bassett Company, The	\$5,506	\$100	1.39%	\$77	\$1	\$5,583	\$101
Waterbury Companies, Inc.	\$3,874	\$100	1.39%	\$54	\$1	\$3,928	\$101
Westvaco Corporation	\$5,904	\$100	1.39%	\$82	\$1	\$5,986	\$101
Weymouth Art Leather Co.	\$18,828	\$244	1.39%	\$262	\$3	\$19,090	\$247
Atrax Co.	\$3,044	\$100	1.39%	\$42	\$1	\$3,086	\$101
Barridon Corporation	\$9,068	\$132	1.39%	\$126	\$2	\$9,194	\$133
Cramer Company	\$5,418	\$100	1.39%	\$75	\$1	\$5,493	\$101
Fairchild Auto-Mated Parts, Inc.	\$6,298	\$100	1.39%	\$88	\$1	\$6,386	\$101
L.E. Mason Co.	\$3,176	\$100	1.39%	\$44	\$1	\$3,220	\$101
Millennium Petrochemicals, Inc.	\$5,748	\$100	1.39%	\$80	\$1	\$5,828	\$101
MHC Inc.	\$3,110	\$100	1.39%	\$43	\$1	\$3,153	\$101
MQS Inspection / Magnaflex Quality Svc.	\$3,110	\$100	1.39%	\$43	\$1	\$3,153	\$101
Platt & Labonia Company	\$9,926	\$186	1.39%	\$138	\$3	\$10,064	\$189
Providence Metallizing Company, Inc.	\$6,188	\$100	1.39%	\$86	\$1	\$6,274	\$101
Siemon Company, The	\$5,836	\$100	1.39%	\$81	\$1	\$5,917	\$101
W.A. Parsons Company, Inc.	\$3,198	\$100	1.39%	\$44	\$1	\$3,242	\$101
Creed Monarch, Inc.	\$9,000	\$145	1.39%	\$125	\$2	\$9,125	\$147
Nickson Industries, Inc.	\$17,500	\$193	1.39%	\$243	\$3	\$17,743	\$196
Towne Dry Cleaners, Inc.	\$3,761	\$116	1.39%	\$52	\$2	\$3,813	\$118
Union Manufacturing Company	\$20,000	\$250	1.39%	\$278	\$3	\$20,278	\$253

Start date	03/16/99
End date	07/06/99
Number of days	112
Superfund interest rate	4.53%
Interest	1.39%



U.S. DEPARTMENT OF JUSTICE

Environment and Natural Resources Division  
Environmental Enforcement Section  
Washington, D.C. 20044-7611

90-11-2-420A/2

June 9, 1999

*(09 Dennis. Hedges)*

All persons on attached service list

Re: *U.S. and State of Connecticut v. A.G. Miller Company, Inc., et al.*  
(Old Southington Landfill "Phase I" *De Minimis* Consent Decree)

Dear Sirs and Mesdames:

Please be advised that the consent decree in the above referenced case was entered on June 3, 1999. Copies of the order approving the consent decree and of the approved consent decree are attached (Tab A and B). Most of the instructions for making the payments required by the consent decree are contained in the consent decree itself. However, for your convenience, the instructions for making payment are set forth in this letter.

Your or your client's settlement payments are due 30 days after the Court's approval of the decree, *i.e.*, on July 6, 1999.<sup>1</sup> Each settler is required to make two payments, one for the future groundwater remedy and one for natural resource damages. The payments must include the interest that has accrued since the date of lodging, which was March 16, 1999. The exact amounts of each settler's payments are set forth in a table at Tab C. The calculations of the interest amounts are set forth in the table provided at Tab D.

The payment for the groundwater remedy must be made by certified check made payable to "EPA Hazardous Substances Superfund". The check should reference "OSL Special Account", and "EPA Site/Spill ID No. 01-58". The check should be accompanied by a transmittal letter referencing "OSL Site - Special Account", "DJ No. 90-11-2-420/1", "EPA Site/Spill ID No. 01-58", the name of the Settling Defendant making payment, and that the payment is for "future costs". The check and transmittal letter should be sent by certified mail, return receipt requested to:

EPA Superfund  
Superfund Accounting, Region I  
P.O. Box 360197M  
Pittsburgh, PA 15251

Copies of the check and transmittal letter should be sent to:

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<sup>1</sup> The 30<sup>th</sup> day is July 3, 1999. However, since that is a Saturday, and the following Monday is a national holiday, the due date is Tuesday, July 6, 1999.

Almerinda Silva  
Remedial Project Manager  
U.S. EPA Region I - New England  
1 Congress Street, Suite 1100 (HBT)  
Boston, MA 02114-2023

and to: Mark Gallagher  
U.S. Department of Justice  
P.O. Box 7611  
Washington, D.C. 20044-7611

The payment for natural resource damages should be made by certified check made payable to "DOI Restoration Fund". The check shall reference the "Old Southington Landfill Site". The check shall be accompanied by a transmittal letter. The transmittal letter shall reference "DOI Restoration Fund", "DJ No. 90-11-2-420/1", the name of the Settling Defendant, and that the payment is for Natural Resource Damages in connection with the Old Southington Landfill Site. The check and transmittal letter shall be sent by certified mail, return receipt requested to:

DOI Restoration Fund  
NBC / Division of Financial Management Services  
Branch of Accounting Operations  
Mail Stop 1313  
1849 C Street, N.W.  
Washington, D.C. 20240

A copy of the check and transmittal letter shall be sent to:

Mark Barash  
Office of the Regional Solicitor  
U.S. Department of the Interior  
One Gateway Center, Suite 612  
Newton Corner, MA 02158-2868

and to: Mark Gallagher  
U.S. Department of Justice  
P.O. Box 7611  
Washington, D.C. 20044-7611

Please feel free to call me (202-514-5405) if you have any questions.

Very truly yours,

  
Mark A. Gallagher

Encl.

**SERVICE LIST - PHASE I DE MINIMIS SETTLEMENT  
OLD SOUTHINGTON LANDFILL SUPERFUND SITE**

James F. Kurtz Greenfield Industries 21 Airport Drive Rockford, IL 61109	Ph: 815-226-0650 Fax: 815-226-0063 email:	Atrax Co. Greenfield Industries, Inc.
Michael P. Berman Berman and Sable 100 Pearl Street Hartford, CT 06103	Ph: Fax: email:	Barridon Corporation
John C. Peters, Esq. Peters & Gordon 61 South Main Street Suite 204 West Hartford, CT 06107	Ph: 860-313-0255 Fax: 860-313-0257 email: pete31@aol.com	Creed Monarch, Inc.
Deborah E. Boynton Creed Monarch, Inc. One Pucci Park P.O. Box 550 New Britain, CR 06050-0550	Ph: 860-225-7884 Fax: 860-224-8762 email:	Creed Monarch, Inc.
Mr. Norman F. Thompson Fairchild Auto-Mated Parts, Inc. 14 White Street Winstead, CT 06098	Ph: 860-379-2725 Fax: 860-379-5340 email: fairchild.atmtd.prts@snet.net	Fairchild Auto-Mated Parts, Inc.
Carl King Goldstein & Manello 265 Franklin St. Boston, MA 02110	Ph: 617-946-8101 Fax: 617-439-8988 email:	L.E. Mason Co., Magnesium Casting Company
Peter R. Buchler MQS Inspection, Inc. 5858 Westheimer, Suite 625 Houston, TX 77057	Ph: 713-735-6915 Fax: 713-735-6901 email:	MQS Inspection, Inc. Magnaflux Quality Service
John Rice Millennium Petrochemicals, Inc. 11500 North Lake Drive Cincinnati, OH 45249	Ph: 513-530-6563 Fax: 513-530-6594 email:	Millennium Petrochemicals Inc. / Bridgeport Brass Co. / MHC, Inc. / Fenwall, Inc.
Andrew A. Feinstein, Esq. 179 Allyn Street Suite 407 Hartford, CT 06103	Ph: 860-724-2771 Fax: 860-724-2306 email:	Nickson Industries

Vincent LaBonia, Jr. Platt & LaBonia Co. P.O. Box 398, 70 Stoddard Ave. North Haven, CT 06473	Ph: 203-239-5681 Fax: 203-234-7978 email:	Platt & LaBonia Co.
Gregory Benik McGovern Noel & Benik 1 Bankboston Plaza Providence, RI 02903	Ph: 401-272-4000 Fax: 401-421-4213 email:	Providence Metallizing Co.
Thomas G. Parisot Secor, Cassidy & McPartland, P.C. 41 Church Street Waterbury, CT 06723-2818	Ph: 860-274-2523 Fax: 860-945-4399 email:	The Siemon Company Siemon-Dynamic Manufacturing Company
John E. Peltonen, Esq. Sheehan Phinney Bass + Green 1000 Elm Street P.O. Box 3701 Manchester, NH 03105-3701	Ph: 603-627-8291 Fax: 603-627-8121 email: jpeltonen@sheehan.com	SRS Customer Group
Randy Smith American Environmental Consultants 30 Purgatory Rd. Mont Vernon, NH 03057	Ph: 603-673-0004 Fax: 603-672-0004 email:	SRS Customer Group
Thomas Armstrong, Esq. Reid & Riege, P.C. One State Street Hartford, CT 06103-3185	Ph: 860-240-1038 fax: 860-240-1002 email: /tarmstrong@reidandriege.com	Towne Dry Cleaners Cramer Company
Rod W. Farrell, Esq. Sorokin Sorokin Gross & Hyde One Corporate Center Hartford, CT 06103-3291	Ph: 860-541-3308 Fax: 860-525-9099 email: sorokin@micro-net.com	Union Manufacturing Company
Mary Jane Parsons W.A. Parsons Co. 27 Parsons Lane Durham, CT 06422	Ph: 860-349-3417 Fax: 860-349-1079 email:	W.A. Parsons Company
RuthAnn Sherman Office of Environmental Stewardship U.S. EPA Region I 1 Congress St., Suite 1100 (SES) Boston, MA 02114	Ph: 617-918-1886 Fax: 617-918-1809 email:	EPA
Almerinda Silva Ofc. Site Remediation/Restoration U.S. EPA Region I 1 Congress St., Suite 1100 (HBT) Boston, MA 02114-2023	Ph: 617-918-1353 Fax: 617-918-1809 email:	U.S. EPA

<p>Mark Barash Office of the Solicitor Department of the Interior 1 Gateway Center, Suite 612 Newton Corner, MA 02158</p>	<p>Ph: 617-527-3400 Fax: 617-527-6848 email:</p>	<p>U.S. DOI</p>
<p>Bruce Nessler DOI Office of NRDAR Mail Stop 5130 1849 C St., N.W. Washington, D.C. 20240</p>	<p>Ph: 202-208-4093 Fax: email:</p>	<p>U.S. DOI</p>
<p>Anton Giedt NOAA 1 Blackburn Dr., Suite 205 Gloucester, MA 01930</p>	<p>Ph: 508-281-9289 Fax: 508-281-9389 email:</p>	<p>U.S. NOAA</p>
<p>Jack Looney, Esq. Assistant Attorney General Office of the Attorney General 55 Elm Street Hartford, CT 06103</p>	<p>Ph: 860-808-5250 Fax: 860-808-5386 email:</p>	<p>State of Connecticut</p>
<p>Santo Longo, Esq. LeBoeuf, Lamb, Greene &amp; MacRae 225 Asylum Street Hartford, CT 06103</p>	<p>Ph: 860-293-3541 Fax: 860-293-3555 email: clear@llgm.com</p>	<p>Town of Southington</p>
<p>David Platt, Esq. Murtha, Cullina, Richter &amp; Pinney City Place I 185 Asylum Street Hartford, CT 06103</p>	<p>Ph: 860-240-6062 Fax: 860-240-6150 email: dplatt@mcrp.com</p>	<p>United Technologies Corp.</p>
<p>Linda R. Singer, Esq. Michael Lewis, Esq., ADR Associates 1666 Connecticut Ave, N.W., No. 500 Washington, DC 20009</p>	<p>Ph: 202-332-0490 Fax: 202-328-9162 email:</p>	<p>ADR Associates</p>
<p>Joyce Seraphin Office of the U.S. Attorney for the District of Connecticut 157 Church Street New Haven, CT 06510</p>	<p>Ph: 203-773-5392 Fax: 203-821-3700 email:</p>	<p>United States</p>

A