

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF CONNECTICUT

FILED

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 UNITED STATES OF AMERICA :  
 and STATE OF CONNECTICUT, :  
 :  
 Plaintiffs, :  
 :  
 v. :  
 :  
 TOWN OF SOUTHLINGTON, et al., :  
 :  
 Defendants. :  
 -----X

Civil No. 3:09-cv-1515 (SRU)

**2009 DE MINIMIS CONSENT DECREE  
REGARDING  
OLD SOUTHLINGTON LANDFILL SUPERFUND SITE**

TABLE OF CONTENTS

I.	BACKGROUND .....	1
II.	JURISDICTION .....	2
III.	PARTIES BOUND .....	2
I.	STATEMENT OF PURPOSE .....	2
V.	DEFINITIONS .....	3
VI.	PAYMENT .....	4
VII.	FAILURE TO MAKE PAYMENT .....	5
VIII.	CERTIFICATION OF SETTLING DEFENDANT .....	5
IX.	COVENANTS BY PLAINTIFFS .....	6
X.	RESERVATIONS OF RIGHTS BY PLAINTIFFS .....	7
XI.	COVENANTS BY SETTLING DEFENDANTS .....	8
XII.	EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION .....	9
XIII.	RETENTION OF JURISDICTION .....	9
XIV.	INTEGRATION/APPENDICES .....	9
XV.	PUBLIC COMMENT .....	10
XVI.	EFFECTIVE DATE .....	10
XVII.	SIGNATORIES/SERVICE .....	10

## 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. The State of Connecticut (“State”), on behalf of the Commissioner of the Connecticut Department of Environmental Protection, has also filed a complaint in this matter pursuant to Section 107 of CERCLA, and Conn. Gen. Stat. §§ 22a-451 seeking recovery of the response costs incurred by the State and recovery of the costs and expenses to be incurred by the State in investigating, containing, removing, monitoring or mitigating pollution and contamination at the Site.

C. The defendants that have entered into this Consent Decree (the “Settling Defendants”) do not admit any liability to the Plaintiffs or any matter of fact or law relating to the Site or arising out of the transactions or occurrences alleged in the complaints, nor do they acknowledge that the release or threatened release of hazardous substance(s) at or from the Site constitutes an imminent or substantial endangerment to the public health or welfare of the environment. The United States Navy (the “Settling Federal Agency”) does not admit any issue of fact or law, including liability, arising out of the transactions or occurrences alleged in any counterclaim asserted by Settling Defendants or any claim by the State.

D. 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.

E. EPA has determined the following:

1. prompt settlement with each Settling Defendant and the Settling Federal Agency 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 payment to be made by each Settling Defendant and the Settling Federal Agency under this Consent Decree involves only a minor portion of the response costs at the Site within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1); and

3. the amount of hazardous substances contributed to the Site by each Settling Defendant and the Settling Federal Agency and the toxic or other hazardous effects of the hazardous substances contributed to the Site by each Settling Defendant and the Settling Federal Agency 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 and the Settling Federal Agency does not exceed one percent of the hazardous substances at the Site and the hazardous

substances contributed by each Settling Defendant and the Settling Federal Agency to the Site are not significantly more toxic or of significantly greater hazardous effect than other hazardous substances at the Site.

F. 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 and the Settling Federal Agency.

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, 1367 and 1345 and 42 U.S.C. § 9613(b), and also has personal jurisdiction over Settling Defendants. Settling Defendants and the Settling Federal Agency 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 heirs, 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), that allows each Settling Defendant and the Settling Federal Agency 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. Stat. §§ 22a-432 or 22a-451, for injunctive relief with regard to the Site and for response costs incurred and to be incurred at or in connection with 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; and
  - c. to obtain settlement with each Settling Defendant and the Settling Federal Agency for their fair share of response costs incurred and to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund, by the State, and by other persons, and of Natural Resource Damages, and to provide for full and complete contribution protection for Settling Defendants and the Settling Federal Agency 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 other applicable law.

## 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:

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

“CTDEP” shall mean the Connecticut Department of Environmental Protection and any successor departments, agencies or instrumentalities.

“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.

“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.

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

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

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

“GA Area” shall mean the GA area as shown on the map attached as Appendix B and entitled “Proposed Sampling/Monitoring Locations.”

“Interest” shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

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

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

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

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

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

“Response costs” shall mean all costs of “response” as that term is defined by Section 101(25) of CERCLA, 42 U.S.C. § 9601(25).

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

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

“Settling Federal Agency” shall mean the United States Navy to the extent its liability arises from alleged disposals of hazardous substances from its Quonset Point facility.

“Site” shall mean the Old Southington Landfill Superfund Site, encompassing approximately 13 acres of the former landfill located on the east side of Old Turnpike Road, in Southington, Hartford County, Connecticut as well as all areas where contamination from the landfill has come to be located in Southington, and depicted generally on the map attached as Appendix B and entitled “Site Location Map.” Also included in Appendix B is a map entitled “Proposed Sampling/Monitoring Locations” which shows, among other things, the delineation of the state groundwater classification within and surrounding the Site area.

“State” shall mean the State of Connecticut.

“Statement of Work” or “SOW” shall mean the statement of work attached to the “Consent Decree for Remedial Design and Remedial Action Regarding Old Southington Landfill Superfund Site” filed in 2009 in the matter captioned *United States, et al. v. Town of Southington, et al.* in the United States District Court for the District of Connecticut.

“Trust” shall mean the OSL Site 2009 *De Minimis* Settlement Trust established under the Trust Agreement.

“Trust Agreement” shall mean the Trust Agreement dated May 27, 2009 and attached as Appendix C.

“United States” shall mean the United States of America, including its departments, agencies and instrumentalities, which includes, but it not limited to, EPA, the Settling Federal Agency and any federal natural resources trustee.

## VI. PAYMENT

5. Each Settling Defendant shall pay to the Trust the amount specified for that Settling Defendant in Appendix A. Each payment shall be made at the time the Settling Defendant submits its signature page for the Consent Decree. Each payment includes amounts for past and future response costs incurred and to be incurred by EPA, the State and potentially responsible parties at the Site and for natural resource damages regarding the Site. The proceeds in the Trust shall be paid to the potentially responsible parties who are performing the remedy for the Site, provided they have entered into a consent decree with EPA, or otherwise to EPA.

6. Each payment by each Settling Defendant shall be made by bank check made payable to “2009 OSL Site *De Minimis* Settlement Trust” or in accordance with wiring or other instructions provided by the trustee for the Trust. Each check, or a letter accompanying each check, shall identify the name and address of the party making payment, and shall be sent to:

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

7. As soon as reasonably practicable after the date of entry of this Consent Decree, the United States, on behalf of the Settling Federal Agency, shall pay \$9,057.28 to the Trust. Payment shall be made as specified in Paragraph 6. If payment on behalf of the Settling Federal Agency is not made within 120 days after the entry of this Consent Decree, Interest shall accrue on that unpaid amount from the 121<sup>st</sup> day after entry of the Consent Decree through the date of payment.

8. The Parties to this Consent Decree recognize and acknowledge that the payment obligations of the Settling Federal Agency under this Consent Decree can only be paid from appropriated funds legally available for such purpose. Nothing in this Consent Decree shall be interpreted as a commitment or requirement that the Settling Federal Agency obligate or pay funds in contravention of the Anti-Deficiency Act, 21 U.S.C. 13411, or any other applicable provision of law.

#### VII. FAILURE TO MAKE PAYMENT

9. If any Settling Defendant fails to make full payment within the time required by Paragraph 5, that Settling Defendant shall pay Interest on the unpaid balance. In addition, if any Settling Defendant fails to make full payment as required by Paragraph 5 or Paragraph 7, the United States or the State (as appropriate) 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:

a. has 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 the ownership, operation, or control of the Site, or to the ownership, possession, generation, treatment, transportation, storage or disposal of a hazardous substance, pollutant, or contaminant at or in connection with the Site;

b. has 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. has and will comply fully 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) and Section 3007 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6927.

## IX. COVENANTS BY PLAINTIFFS

11. United States' Covenants for Settling Defendants. In consideration of the payment that will be made by each Settling Defendant under the terms of this Consent Decree, and except as specifically provided in Section X (Reservations of Rights by Plaintiffs), the United States covenants not to sue or take administrative action against that Settling Defendant pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, and Section 7003 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6973, relating to the Site, including Natural Resource Damages. With respect to present and future liability, these covenants shall take effect for each Settling Defendant upon the Trustee's receipt of that Settling Defendant's payment under Paragraph 5. With respect to each Settling Defendant, individually, these covenants are conditioned upon: (a) the satisfactory performance by that Settling Defendant of all obligations under this Consent Decree; and (b) the veracity of the information provided to EPA by that Settling Defendant relating to that Settling Defendant's involvement with the Site. These covenants extend only to Settling Defendants and do not extend to any other person.

12. Covenants for Settling Federal Agency. In consideration of the payment that will be made by the Settling Federal Agency under the terms of this Consent Decree, and except as specifically provided in Section X (Reservation of Rights by Plaintiffs), EPA and DOI hereby covenant not to take administrative action against the Settling Federal Agency pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, and Section 7003 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6973, relating to the Site, including Natural Resource Damages. These covenants not to take administrative action shall take effect upon receipt by the Trustee of the Settling Federal Agency's payments under Paragraph 7. These covenants not to take administrative action are conditioned upon: (a) the satisfactory performance by the Settling Federal Agency of its obligations under this Consent Decree; and (b) the veracity of the information provided to EPA by the Settling Federal Agency relating to its involvement with the Site. These covenants extend only to the Settling Federal Agency and do not extend to any other person.

13. State Covenants for Settling Defendants and Settling Federal Agency. In consideration of the payments that will be made by Settling Defendants and the Settling Federal Agency under the terms of this Consent Decree, and except as specifically provided in Section X (Reservations of Rights by Plaintiffs), the State covenants not to sue or take administrative action against each Settling Defendant and the Settling Federal Agency pursuant to Sections 107 of CERCLA, 42 U.S.C. § 9607 and Conn. Gen Stat. §§ 22a-432, 22a-451, 22a-6a and 22a-14 through 22a-20, inclusive, relating to the Site, including Natural Resource Damages. The covenant not to sue or take administrative action under this Paragraph shall also extend to Natural Resource Damages resulting from the former Lori Corp. property within the 325 acre area for which reclassification was sought by the Town of Southington in 1989 and the 65 acre area for which reclassification was sought by the Town of Southington in 2003. With respect to present and future liability, these covenants shall take effect for each Settling Defendant and the Settling Federal Agency upon receipt by the trustee of the Trust of that Settling Defendant's and the Settling Federal Agency's payment under Paragraph 5 or 7. With respect to each Settling Defendant, individually, and as to the Settling Federal Agency, these covenants are conditioned upon: (a) the satisfactory performance by that Settling Defendant or Settling Federal Agency of all obligations under this Consent Decree; and (b) the veracity of the information provided to EPA by that Settling Defendant and the Settling Federal Agency relating to that Settling

Defendant's and the Settling Federal Agency's involvement with the Site. These covenants extend only to Settling Defendants and the Settling Federal Agency and do not extend to any other person.

X. RESERVATIONS OF RIGHTS BY THE PLAINTIFFS

14. The United States and the State reserve, and this Consent Decree is without prejudice to, all rights against Settling Defendants and EPA, DOI and the State reserve all rights against the Settling Federal Agency, with respect to all matters not expressly included within the Covenant by Plaintiffs in Paragraphs 11, 12 and 13. Notwithstanding any other provision of this Consent Decree, the United States and the State reserve all rights against each Settling Defendant, and EPA, DOI and the State reserve all rights against the Settling Federal Agency, with respect to:

- a. liability for failure to meet a requirement of this Consent Decree by that Settling Defendant or the Settling Federal Agency;
- b. criminal liability;
- c. liability based upon the ownership or operation of the Site, or upon the transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal, of a hazardous substance or a solid waste at or in connection with the Site, that occurs after signature of this Consent Decree by that Settling Defendant or the Settling Federal Agency;
- d. liability for response actions related in any way to the GA Area beyond those limited investigation activities described in and required by Section IV.D of the SOW; or
- e. liability for response actions related in any way to the former Lori Corp. property beyond those limited water level monitoring activities described in and required by Section IV.C.3.c. of the SOW.

15. 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, and EPA, DOI and the State reserve against the Settling Federal Agency, in this action or in a new action or to issue an administrative order to any individual Settling Defendant or the Settling Federal Agency seeking to compel that Settling Defendant or the Settling Federal Agency to perform response actions relating to the Site, and/or to reimburse the United States and/or the State for additional costs of response, if information is discovered which indicates that such Settling Defendant or the Settling Federal Agency contributed hazardous substances to the Site in such greater amount or of such greater toxic or other hazardous effects that such Settling Defendant or the Settling Federal Agency no longer qualifies as a *de minimis* party at the Site because such Settling Defendant or the Settling Federal Agency contributed more than one percent of the hazardous substances at the Site or the hazardous substances contributed by such Settling Defendant or the Settling Federal Agency are significantly more toxic or of significantly greater hazardous effect than other hazardous substances at the Site.

## XI. COVENANTS BY SETTLING DEFENDANTS

16. 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 respective 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 arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Constitution of the State of Connecticut, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law;

c. 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; and

d. any claims against the State pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613 or Conn. Gen. Stat. 22a-452, relating to the Site.

17. Except as provided in Paragraph 20 (Waiver of Claims) and Paragraph 22 (Waiver of Claim-Splitting Defenses), these covenants shall not apply in the event the United States or the State brings a cause of action or issues an order pursuant to the reservations set forth in Paragraph 14(c) or Paragraph 15, but only to the extent that Settling Defendants' claims arise from the same response action, response costs, or damages that the United States or the State is seeking pursuant to the applicable reservation.

18. Covenant by Settling Federal Agency. Settling Federal Agency hereby agrees not to assert any direct or indirect claim for reimbursement from the Hazardous Substances Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through CERCLA Sections 106(b), 107, 111, 112, 113, or any other provision of law with respect to the Site or this Consent Decree. This covenant does not preclude demand for reimbursement from the Superfund of costs incurred by the Settling Federal Agency in the performance of its duties (other than pursuant to this Consent Decree) or as lead or support agency under the National Contingency Plan (40 C.F.R. Part 300).

19. 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).

20. Waiver of Claims. Each Settling Defendant agrees not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under Section 107(a) and 113(f) of CERCLA) that it may have for all response costs regarding the Site and Natural Resource Damages against the other Settling Defendants or any other person who is a potentially responsible party under CERCLA at the Site. The waivers of claims under this Paragraph shall also extend to Natural Resource Damages resulting from the former Lori Corp. Property within the 325 acre area for which reclassification was sought by the Town of Southington in 1989 and the 65 acre area for which reclassification was sought by the Town of Southington in 2003. These waivers of claims shall not apply to: (a) any defense, claim, or cause of action that a Settling Defendant may have against any person if such person asserts a claim or

cause of action relating to the Site against such Settling Defendant; (b) any claim for indemnification or reimbursement from a Party's insurance carrier or other contractual indemnitor; (c) any liability regarding new response actions related in any way to the GA Area and response actions related in any way to the former Lori Corp. property.

## XII. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

21. Except as provided in Paragraph 20 (Waiver of Claims), 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. Except as provided in Paragraph 20 (Waiver of Claims), the United States, the State and Settling Defendants each reserve any and all rights, 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.

22. Waiver of Claim-Splitting Defenses. In any subsequent administrative or judicial proceeding initiated by the United States or the State 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 Paragraphs 11 and 13.

23. The Parties agree, and by entering this Consent Decree this Court finds, that each Settling Defendant and the Settling Federal Agency are entitled, as of the effective date of this Consent Decree, to protection from 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), or as may be otherwise provided by law for "matters addressed" in this Consent Decree. In addition, the Parties agree, and by entering this Consent Decree this Court finds, that each Settling Defendant and the Settling Federal Agency are entitled to contribution protection with respect to any claims that otherwise might be asserted against them under Connecticut law. The "matters addressed" in this Consent Decree are: (a) all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with the Site, by the United States, the State or any other person, other than (i) response actions and response costs related in any way to the GA Area beyond those limited investigation activities described in and required by Section IV.D of the SOW and (ii) response actions and response costs related in any way to the former Lori Corp. property beyond those limited water level monitoring activities described in and required by Section IV.C.3.c. of the SOW; and (b) Natural Resource Damages.

## XIII. RETENTION OF JURISDICTION

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

## XIV. INTEGRATION/APPENDICES

25. 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 the payment schedule.

“Appendix B” are two maps of the Site, entitled “Site Location Map” and “Proposed Sampling/Monitoring Locations.”

“Appendix C” is a copy of the Trust Agreement.

#### XV. PUBLIC COMMENT

26. 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. 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 withdrawal by the State 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 any 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 entry of this Consent Decree without further notice, and the United States and the State reserve the right to oppose an attempt by any person to intervene in this civil action.

#### XVI. EFFECTIVE DATE

27. The effective date of this Consent Decree shall be the date of entry by this Court, or a motion to enter the Consent Decree is granted, whichever occurs first, as recorded on the Court’s docket.

#### XVII. SIGNATORIES/SERVICE

28. 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 his delegatee, 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.

29. 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.

30. Each Settling Defendant that is a member of the OSL PRP Group hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent who is authorized to accept notices by mail and by email on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. Each Settling Defendant that is not a member of the OSL PRP Group hereby identifies, on its signature page, the name and address of an agent who is authorized to accept notices by

mail and by email 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. The Parties agree that Settling Defendants need not file an answer to the complaint in this action unless or until the Court expressly declines to enter this Consent Decree.

SO ORDERED THIS 23<sup>rd</sup> DAY OF November 2009.

/s/ Stefan R. Underhill, USDJ   
Stefan R. Underhill  
UNITED STATES DISTRICT JUDGE

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

**FOR THE UNITED STATES OF AMERICA:**

\_\_\_\_\_  
Date

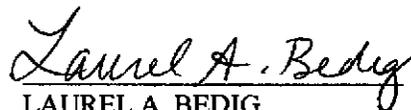


ELLEN M. MAHAN  
Deputy Section Chief  
Environmental Enforcement Section  
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U.S. Department of Justice

MARK A. GALLAGHER  
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LETITIA GRISHAW  
Section Chief  
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9/21/09  
Date



LAUREL A. BEDIG  
Environmental Defense Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 23986  
Washington, D.C. 20026-3986

NORA R. DANNAHEY  
Acting United States Attorney  
District of Connecticut

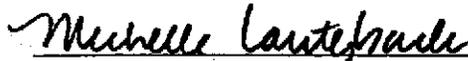
JOHN B. HUGHES  
Assistant United States Attorney  
District of Connecticut  
Connecticut Financial Center  
157 Church Street  
New Haven, CT 06510

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.



IRA LEIGHTON

Acting Regional Administrator, Region 1  
U.S. Environmental Protection Agency  
One Congress Street, Suite 1100  
Boston, MA 02114-2023



MICHELLE LAUTERBACK

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

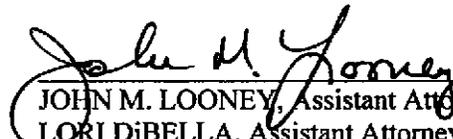
Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

**FOR THE STATE OF CONNECTICUT:**

RICHARD BLUMENTHAL  
Attorney General

8/12/09  
Date

By:

  
JOHN M. LOONEY, Assistant Attorney General  
LORI DiBELLA, Assistant Attorney General  
55 Elm Street  
Hartford, CT 06106  
(860) 808-5250  
Federal Bar # CT08279

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT \_\_\_\_\_  
Acushnet Company \_\_\_\_\_  
for itself and on behalf of \_\_\_\_\_  
Acushnet Company, Titleist Golf Division \_\_\_\_\_  
\_\_\_\_\_ :

7/15/09  
Dated

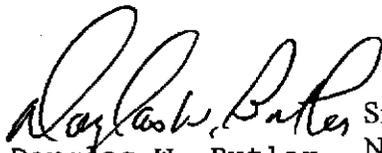
Signature: Joseph J. Nauman  
Name: Joseph J. Nauman  
Title: Exec. VP Corporate & Legal  
Company: Acushnet Company  
Address: 333 Bridge Street  
Fairhaven, MA 02719  
\_\_\_\_\_  
\_\_\_\_\_

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

AKZO Nobel Coatings Inc.  
FOR DEFENDANT Reliance Varnish -  
Reliance Varnish Co.  
for itself and on behalf of Akzo Nobel Coatings Inc.

130 July '09  
Dated   
Douglas W. Butler  
Sr. Enviro. Mger.

Signature:   
Name: S. Wyatt Ware  
Title: V.P. Finance  
Company: Akzo Nobel Coatings Inc  
Address: 2031 Nelson Miller Parkway  
Louisville, Ky 40223

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT AKZONOBEL INC.

for itself and on behalf of AKZONA INC.;  
BRAND REX; W. BRAND- REX;  
William Brand Co.

7/14/09  
Dated

REVIEWED / LAW DEPT.  
BY: BC

Signature: [Handwritten Signature]  
Name: Senior Counsel, BRIAN CURTIS  
Title: VP Tax ASST. SEC.  
Company: AKZONOBEL INC.  
Address: 525 W. Van Buren St.  
CHICAGO IL 60607

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT American Cyanamid  
Company  
for itself and on behalf of Cytec Industries, Inc.  
and Weyeth Holdings Corp.

7/26/09  
Dated

Signature: [Signature]  
Name: Jeffrey Kocny  
Title: Chief Litigation Counsel  
Company: Cytec Industries, Inc.  
Address: 5 Garret Mountain Plaza  
Woodland Park, NJ 07424

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

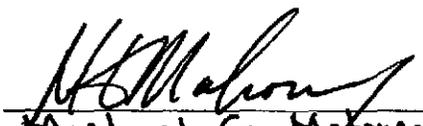
FOR DEFENDANT American Optical Co.

~~for itself~~ and on behalf of

Werner-Lambert Company, LLC,  
a subsidiary of Pfizer Inc (indemnitor)

7/15/09

Dated

Signature: 

Name: Michael G. Mahoney

Title: Assistant General Counsel

Company: Pfizer Inc

Address: 235 E. 42nd St  
New York, NY 10017

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

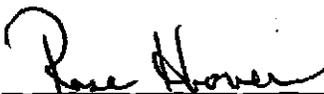
email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT Ampco-Pittsburgh Corporation

for itself and on behalf of Pittsburgh Screw & Bolt  
Corporation, Screw & Bolt Corporation and  
Southington Hardware Manufacturing Company.

June 8, 2009  
Dated

Signature:	
Name:	<u>Rose A. Hoover</u>
Title:	<u>Senior Vice President</u>
Company:	<u>Ampco-Pittsburgh Corp.</u>
Address:	<u>U.S. Steel Tower, Suite 4600</u>
	<u>600 Grant Street</u>
	<u>Pittsburgh, PA 15219-2700</u>

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name:	_____
Title:	_____
Company:	_____
Address:	_____
	_____
	_____
email:	_____

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT THE ANCHORAGE, INC.

for itself and on behalf of  
THE ANCHORAGE, INC.

JULY 21, 2009  
Dated

Signature:   
Name: ANNA V. JONES  
Title: CORPORATE SECRETARY  
Company: THE ANCHORAGE, INC.  
Address: 57 MILLER STREET  
WARREN, RI 02885

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

JLL  
7/1/09

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT Atlantic Richfield

for itself and on behalf of \_\_\_\_\_  
Anaconda - Related Parties

7/8/09  
Dated

Signature: Gary Umbehagen  
Name: Gary Umbehagen  
Title: Deputy Regional Manager  
Company: Atlantic Richfield  
Address: 1 Pennsylvania Avenue  
Towson, Maryland 21204

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

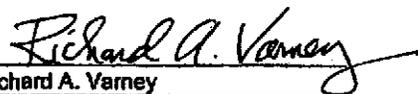
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT Ausimont Industries, Inc.

for itself and on behalf of Compo Industries, Inc.,  
Pandel-Bradford, Inc. and Pandel, Inc.

7/22/09  
Dated RSJ

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

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT Avery Dennison Corporation

for itself and on behalf of \_\_\_\_\_

\_\_\_\_\_ :

July 21, 2009  
Dated

Signature: 

Name: R.P. Randall

Title: VP Corp Governance, Assoc Gen Cnsl and Assistant Secretary

Company: Avery Dennison Corporation

Address: 150 N. Orange Grove Blvd.

Pasadena, CA 91103

\_\_\_\_\_

\_\_\_\_\_

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT Dennison Manufacturing Company

for itself and on behalf of \_\_\_\_\_

\_\_\_\_\_ :

July 21, 2009

Dated

Signature: \_\_\_\_\_



Name: \_\_\_\_\_

R.P. Randall

Title: \_\_\_\_\_

Vice President and Secretary

Company: \_\_\_\_\_

Dennison Manufacturing Company

Address: \_\_\_\_\_

150 N. Orange Grove Blvd.

Pasadena, CA 91103

\_\_\_\_\_  
\_\_\_\_\_

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

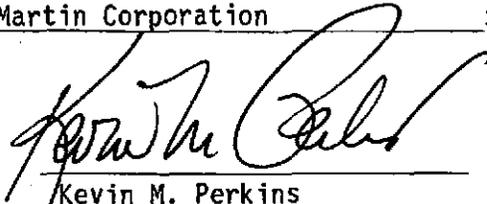
Address: \_\_\_\_\_

email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT BAE Systems Information and  
Electronic Systems Integration Inc.  
for itself and on behalf of \_\_\_\_\_  
Sanders Associates, Inc. and  
Lockheed Martin Corporation :

July 13<sup>th</sup>, 2009  
Dated

Signature:   
Name: Kevin M. Perkins  
Title: Vice President and Secretary  
Company: BAE Systems Information and  
Address: Electronic Systems Integration Inc.  
P.O. Box 868  
Nashua, NH 03061-0868

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT The Barden Corp

for itself and on behalf of Related Parties

7/22/09  
Dated cc.

Signature: R Hillstrom  
Name: Robert Hillstrom  
Title: V.P. of Finance  
Company: The Barden Corp.  
Address: 200 Park Avenue  
Danbury, CT 06810

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

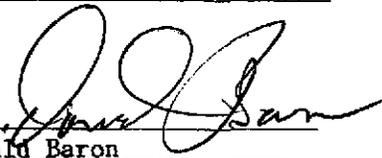
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT Baron & Young Co., Inc.

for itself and on behalf of Baron & Young Company,  
Inc. as it appears on the Special Notice  
List

6/4/09  
Dated

Signature:   
Name: Donald Baron  
Title: President  
Company: Baron & Young Co., Inc.  
Address: 136 Enterprise Drive  
Bristol, CT 06010

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: Thomas M. Armstrong  
Title: Attorney  
Company: Reid and Riege, P.C.  
Address: One Financial Plaza  
Hartford, CT 06103  
  
email: tarmstrong@reidandriege.com

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT BEACON MORRIS

for itself and on behalf of \_\_\_\_\_

\_\_\_\_\_

7/7/09  
Dated

Signature: 

Name: Stephen M. Shea

Title: Sr. Vice President-Finance

Company: Beacon Morris

Address: 260 North Elm Street  
Westfield, MA 01085

\_\_\_\_\_

\_\_\_\_\_

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

email: \_\_\_\_\_

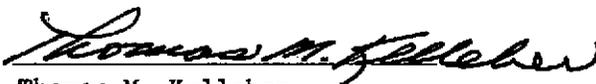
\_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT BIC Corporation

for itself and on behalf of Bic Pen -  
Related Parties

July 8, 2009  
Dated

Signature:   
Name: Thomas M. Kelleher  
Title: Sr. VP-Admin., Gen. Counsel & Sec'y.  
Company: BIC Corporation  
Address: One BIC Way, Suite 1  
Shelton, CT 06484-6299

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

*JFF*  
7/1/09

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT BP Amoco Chemical Company

for itself and on behalf of \_\_\_\_\_  
Prophylactic Brush  
\_\_\_\_\_:

7/1/09  
Dated

Signature: *Gary Umbehagen*  
Name: Gary Umbehagen  
Title: Deputy Regional Manager  
Company: Atlantic Richfield Company  
Address: 1 West Pennsylvania Avenue  
Towson, Maryland 21204  
\_\_\_\_\_  
\_\_\_\_\_

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT Burndy Corp.  
for itself and on behalf of FCT USA, Inc.  
\_\_\_\_\_

7/8/09  
Dated

Signature: [Handwritten Signature]  
Name: Scott E. Durnin  
Title: Vice President  
Company: FCT USA Inc.  
Address: 825 Old Train Road  
Etters, PA 17319  
\_\_\_\_\_

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

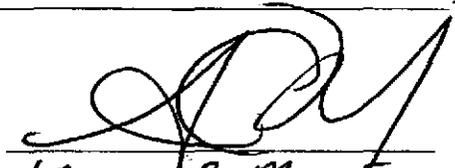
Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT C. Cowles + Company

for itself and on behalf of \_\_\_\_\_

July 17, 2009

Dated

Signature: 

Name: \_\_\_\_\_

Lawrence C. Moon Sr.

Title: \_\_\_\_\_

CEO/PRESIDENT

Company: \_\_\_\_\_

C. Cowles + Company

Address: \_\_\_\_\_

83 Water Street

New Haven, CT 06511

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT \_\_\_\_\_  
C.E. Bradley Laboratories, Inc.  
for itself and on behalf of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7/15/09  
Dated

Signature:   
Name: RASHED W. KANAAN  
Title: PRG5106ANT  
Company: C.E. Bradley Laboratories, Inc.  
Address: P.O. Box 8238  
Putney Road  
North Brattleboro, VT 05304-8238

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

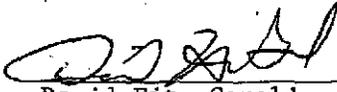
Name: \_\_\_\_\_ N/A \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT CARRIS REELS OF CONNECTICUT, INC.

for itself and on behalf of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7/9/09  
Dated

Signature:   
Name: David Fitz-Gerald  
Title: Treasurer  
Company: Carris Reels of Connecticut, Inc.  
Address: P.O. Box 696  
439 West Street  
Rutland, VT 05702

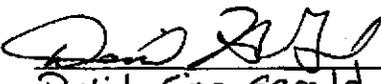
If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT  
Carris Reels, Inc. - Bridge Mfg. (Hayardville, CT) -  
for itself and on behalf of \_\_\_\_\_  
\_\_\_\_\_

7-9-09  
Dated

Signature:   
Name: David Fitz-Gerald  
Title: Treasurer  
Company: Carris Reels of Connecticut, Inc.  
Address: PO Box 696  
RUTLAND, VT 05702  
\_\_\_\_\_  
\_\_\_\_\_

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT CBS Corporation  
(f/k/a Viacom Inc. and successor-in-interest to Westinghouse Electric Corporation)  
for itself and on behalf of CBS Electronics  
and Westinghouse Electric (Springfield, MA)

7/2/09  
Dated

Signature:   
Name: Eric J. Sobczak  
Title: VP, Associate General Counsel  
Company: CBS Corporation  
Address: 20 Stanwix Street, 10th Floor  
Pittsburgh, PA 15222

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

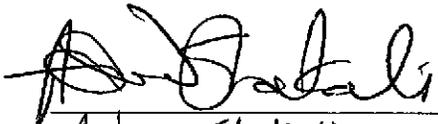
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT Chesebrough Foods /  
Chesebrough Foods  
for itself and on behalf of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7/16/2009  
Dated

**Andrew Shakalis**  
**Associate General Counsel-**  
**Environmental & Safety**  
**as in-house counsel, acting**  
**on behalf of Conopco, Inc. (formerly**  
**d/b/a Chesebrough Foods /**  
**Chesebrough Foods)**

Signature:   
Name: Andrew Shakalis  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: 700 Sylvan Avenue, B 3001  
Englewood Cliffs, NJ 07632  
\_\_\_\_\_  
\_\_\_\_\_

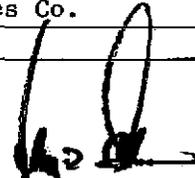
If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT Ciba Corporation (f/k/a Ciba  
Specialty Chemicals Corporation)  
for itself and on behalf of Ciba-Geigy Corporation and  
Hamblet & Hayes Co.

7/13/09  
Dated

  
Signature: \_\_\_\_\_  
Name: John R. Erickson  
Title: Head, Environmental, Health and Safety NAFTA  
Company: Ciba Corporation  
Address: 540 White Plains Road  
P.O. Box 2005  
Tarrytown, New York 10591-9005

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT Novartis Corporation (f/k/a Ciba-Geigy Corporation)

for itself and on behalf of Hamblet & Hayes Co.

\_\_\_\_\_  
\_\_\_\_\_

7/10/09  
Dated

Signature:   
Name: Joseph M. Kulak  
Title: VP, HSE  
Company: Novartis Corporation  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT Consolidated Industries, Inc.

for itself and on behalf of Kearney-National Inc.,  
its predecessor

6/08/09  
Dated

Signature:   
Name: John Wilbur  
Title: President  
Company: Consolidated Industries, Inc.  
Address: 677 Mixville Road  
Cheshire, CT 06410-0280

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: Thomas M. Armstrong  
Title: Attorney  
Company: Reid and Riege, P.C.  
Address: One Financial Plaza  
Hartford, CT 06103  
  
email: tarmstrong@reidandriege.com

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

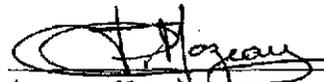
FOR DEFENDANT Corning Incorporated

for itself and on behalf of \_\_\_\_\_

\_\_\_\_\_

July 26, 2009  
Dated

Signature:



Name:

Jean-Pierre Mazeau

Title:

Sr VP Sr Director CPPD

Company:

Corning Incorporated

Address:

SP-FR-02-03

Corning NY 14831

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT Courtaulds Aerospace, Inc./  
PRC-DeSoto International

for itself and on behalf of \_\_\_\_\_

\_\_\_\_\_

July 17, 2009  
Dated

Signature:   
Name: Barry Gillespie  
Title: President & CEO of  
Company: PRC-DeSoto International, Inc.  
Address: 12780 San Fernando Road  
Wylmar, CA 91342  
\_\_\_\_\_  
\_\_\_\_\_

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT DANAHER-related parties

for itself and on behalf of \_\_\_\_\_

\_\_\_\_\_

7/15/09

Dated

Signature:

Carl S. Grabinski

Name:

CARL S. GRABINSKI

Title:

VP & CORP. COUNSEL

Company:

C/O VIDEOJET TECHNOLOGIES

Address:

1500 MITTEL BLVD.

WOOD DALE, ILL. 60771

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

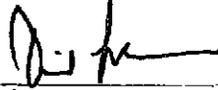
Address: \_\_\_\_\_

email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT Eastern Chem-Lac  
Corp.  
for itself and on behalf of \_\_\_\_\_

7/15/2009  
Dated

Signature:   
Name: DAVID LIEBMAN  
Title: PRESIDENT  
Company: EASTERN CHEM-LAC CORP  
Address: 1100 EASTERN AVE  
MALDEN MA 02148

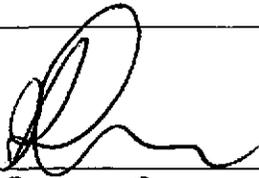
If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT Eastern Etching  
& Mfg. Co.  
for itself and on behalf of \_\_\_\_\_

7-6-09  
Dated

Signature:   
Name: Gary F. Spooner  
Title: President  
Company: EASTERN Etching & MFG Co.  
Address: Foot of George ST  
Chicopee MA 01013

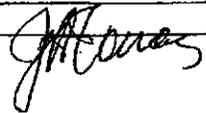
If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

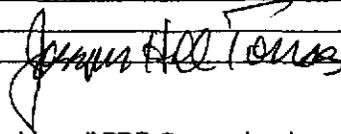
FOR DEFENDANT Eastern Holding Corporation

for itself and on behalf of James River Corp.-  
Premoid Div./Preco Corp.

\_\_\_\_\_  


11/10  
Date

Signature: \_\_\_\_\_  
Name: Joseph H. Torres  
Title: President  
Company: Eastern Holding Corporation  
Address: 12 Tradd Street  
Charleston, SC 29401-2538

\_\_\_\_\_  


If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT Elco Fastening Systems, LLC (fka Elco Textron Inc. fka Textron Inc. and other parent or subsidiary companies or affiliates)  
for itself and on behalf of Elco Industries, Inc.

6/03/09  
Dated

Signature: [Handwritten Signature]  
Name: Jameson Schiff  
Title: Attorney  
Company: Textron Inc.  
Address: 40 Westminster St.  
Providence, RI 02903

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: Jameson Schiff  
Title: Director Site Remediation  
Company: Textron Inc.  
Address: 40 Westminster St.  
Providence, RI 02903

email: jschiff@textron.com

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT Commercial Industrial Motors  
Division of Emerson Electric Co.  
for itself and on behalf of the former U. S. Electrical  
Motors Division

July 13, 2009  
Dated

Signature:   
Name: Harold J. Lamboley, Jr.  
Title: V.P., Environmental Affairs and Real Estate  
Company: Emerson Electric Co.  
Address: .8000 W. Florissant Ave.  
St. Louis, MO 63136

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree  
Regarding the Old Southington Landfill Superfund Site

FOR DEFENDANT Emhart Industries, Inc., for itself and on behalf of its current and former affiliates and their affiliates and predecessors, including, without limitation, the entities designated by U.S. EPA as "Black & Decker Corp.-Related Parties" that did business under the following names: American Hardware; Emhart Industries, Inc., Hardware Div.; P&F Corbin; and U.S.M. Corp. (Amesbury, MA).

7/8/09  
Dated

Signature: *Linda H. Biagioni*  
Name: Linda H. Biagioni  
Title: Vice President  
Company: Emhart Industries, Inc.  
Address: 701 East Joppa Road  
Towson, MD 21286

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass & Green, 1000 Elm Street, P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

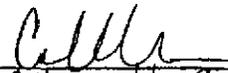
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT GENERAL ELECTRIC  
Company  
for itself and on behalf of TOXICS, INC.

04/10/09  
Dated

Signature:   
Name: Colleen H. Conner  
Title: GEN. MGR. EHS, EHS LEGAL COUNSEL  
Company: GENERAL ELECTRIC  
Address: 3135 EASTON TURNPIKE  
FAIRFIELD CT 06424  
203.375.1322

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: THOMAS H. HILL  
Title: SR. EXEC. COUNSEL, EHS/EP  
Company: GENERAL ELECTRIC  
Address: 3135 EASTON TURNPIKE  
FAIRFIELD CT 06424  
203.375.2685  
  
email: TOM.H.HILL@GE.COM

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT George Schmitt +  
Co., Inc.  
for itself and on behalf of its successors  
+ assigns  
\_\_\_\_\_:

6/2/09  
Dated

B/  
Signature: \_\_\_\_\_  
Name: J. Philip Smyth  
Title: V.P.  
Company: George Schmitt + Co., Inc.  
Address: 257 Boston Post Rd.  
Guilford, CT 06437  
\_\_\_\_\_  
\_\_\_\_\_

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT Gibbs Wire & Steel  
Company, Incorporated  
for itself and on behalf of Gibbs Wire & Steel  
Company, Inc. as it appears on the Special  
Notice List :

6/ /09  
Dated

Signature:   
Name: William J. Torres  
Title: President  
Company: Gibbs Wire & Steel Company, Incorporated  
Address: Metals Drive  
P.O. Box 520  
Southington, CT 06489

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: Thomas M. Armstrong  
Title: Attorney  
Company: Reid and Riege, P.C.  
Address: One Financial Plaza  
Hartford, CT 06103

email: tarmstrong@reidandriege.com

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT \_\_\_\_\_

for itself and on behalf of

Hardy & Harman - Related Parties

7/15/09  
Dated

Signature:  
Name:  
Title:  
Company:  
Address:

Peter T. Gelman  
Peter T. Gelman  
General Counsel, Secretary  
Hardy & Harman  
1133 Westchester Ave, Suite N222  
White Plains, NY 10604

~~If the above signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above signed Party hereby designates John Peltonen, Shochan Phinney Dass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above signed Party. If the above-signed Party is not a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:~~

Name:  
Title:  
Company:  
Address:

General Counsel  
Hardy & Harman  
1133 Westchester Ave, Suite N222  
White Plains, NY 10604

email:

PGELMAN@WHX CORP.COM  
R.MANDS@WHX CORP.COM

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT Har. Conn Chrome Co.

for itself and on behalf of \_\_\_\_\_

\_\_\_\_\_

7/17/09  
Dated

Signature: \_\_\_\_\_

Timothy K. Beckus

Name: \_\_\_\_\_

Timothy K. Beckus

Title: \_\_\_\_\_

President / CEO

Company: \_\_\_\_\_

Har. Conn Chrome Co.

Address: \_\_\_\_\_

603 New Park Ave

West Hartford, CT 06110

\_\_\_\_\_

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT Hazen Paper Co

for itself and on behalf of \_\_\_\_\_

\_\_\_\_\_

7/20/09

Dated

Signature:

John H Hazen

Name:

John H Hazen

Title:

President & CEO

Company:

Hazen Paper Co.

Address:

240 South Water St

Holyoke MA

01040

413-538-8204

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT Hoyt & Worthen

for itself and on behalf of \_\_\_\_\_

\_\_\_\_\_

7/7/09  
Dated

Signature:   
Name: CHARLES HOYT  
Title: \_\_\_\_\_  
Company: HOYT + WORTHEN  
Address: PO Box 5368  
WEIRS BEACH  
NH 03247

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: RANDY SMITH  
Title: \_\_\_\_\_  
Company: AMERICAN ENVIRONMENTAL CONSULTANTS  
Address: PO Box 316  
MONT VERNON NH 03057  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT Industrial  
Polymers & Chemicals Inc.  
for itself and on behalf of \_\_\_\_\_

\_\_\_\_\_

7/1/09  
Dated

Signature:  
Name:  
Title:  
Company:  
Address:

Susan M. Dacey  
Susan M. Dacey  
Chairman CEO  
INDUSTRIAL POLYMERS + CHEMICALS INC.  
508 BOSTON TURNPIKE  
SARENSBURG MA 01545

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT Industrial Spraying, Inc.

for itself and on behalf of \_\_\_\_\_

\_\_\_\_\_

7-28-09

Dated

Signature: Kevin J. DeMello

Name: Kevin J. DeMello

Title: V. Pres.

Company: Industrial Spraying, Inc.

Address: 652 Oakwood Ave.  
West Hartford, CT 06110

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

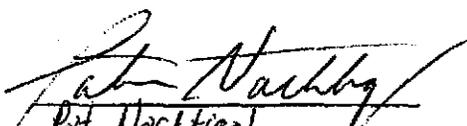
\_\_\_\_\_

email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT INGERSOLL-LAND  
COMPANY  
for itself and on behalf of RELATED PARTIES  
AND AMERICAN STANDARD, INC., AND  
RELATED PARTIES

7/6/09  
Dated

Signature:   
Name: Pat Nachtigel  
Title: SVP - General Counsel  
Company: Ingersoll Land  
Address: One Centennial Avenue  
Piscataway, NJ 08854

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

email: \_\_\_\_\_  
\_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT INGERSOLL-LAND  
COMPANY  
for itself and on behalf of RELATED PARTIES  
AND AMERICAN STANDARD, INC., AND  
RELATED PARTIES

7/6/09  
Dated

Signature: [Handwritten Signature]  
Name: Pat Nochtig  
Title: SVP - General Counsel  
Company: Ingersoll Land  
Address: One Centennial Avenue  
Piscataway, NJ 08854

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT International Paper Company

for itself and on behalf of  
Anitec Image Corp.      Advanced Offset Plate, Inc.  
Strathmore Paper Co.      Graph Coating  
Union Camp Corp.      Chase Bag  
Union Camp      Chase Packaging  
                                    Champion International Corp.  
                                    Champion Retail

7/17/09  
Dated

Signature:   
Name: DAVID B STRUETT  
Title: VP Environment  
Company: International Paper Company  
Address: 6400 Poplar Ave  
Memphis TN 38197

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_



Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT K.J. Quinn and Co.  
\_\_\_\_\_  
for itself and on behalf of \_\_\_\_\_  
\_\_\_\_\_

6/30/09  
Dated

Signature: JT Rouff  
Name: FRANK TURGEON ROUFF  
Title: VICE-PRESIDENT  
Company: K.J. QUINN & CO INC  
Address: 34 FOLLY MILL RD  
SEABROOK NH 03874  
\_\_\_\_\_  
\_\_\_\_\_

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT Kaba High Security Locks  
Corporation / Lori Engineering Corporation  
for itself and on behalf of Kaba Corporation:

June 11, 2009  
Dated

Signature:



Name:

Sandra Heller

Title:

Secretary

Company:

Kaba Corporation

Address:

400 Jeffreys Road

Rocky Mount, NC 27804

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: Sandra Heller  
Title: Secretary  
Company: Kaba Corporation  
Address: 400 Jeffreys Road  
Rocky Mount, NC 27804  
email: sheller@kim.kaba.com

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT Kautex of Georgia Inc.  
(fka McCord Wigg Texton Inc. fka J.H. Winn)  
for itself and on behalf of Texton Inc. and  
all parents, subsidiaries and  
affiliates

6/3/09  
Dated

Signature: [Handwritten Signature]  
Name: Damion Schiff  
Title: Attorney  
Company: Texton Inc.  
Address: 40 Westminister St.  
Providence, RI 02903

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT Lewcott Corporation

for itself and on behalf of Lewcott Chemicals  
& Plastics - Eli Sandman Co.

7/15/09  
Dated

Signature:   
Name: Jonathan Souakes  
Title: CFO  
Company: Lewcott Corporation  
Address: 86 Providence Road  
Millbury, MA  
01527  
USA

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

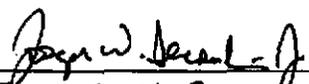
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT Life Technologies Corporation

for itself and on behalf of its predecessor Invitrogen Corporation, corporate successor to Dexter Corporation and Chemical Coatings Corporation:

7/29/09  
Dated

Signature:   
Name: Joseph W. Secord, Jr.  
Title: Assoc. General Counsel and Asst. Secretary  
Company: Life Technologies Corporation  
Address: 5791 Van Allen Way  
Carlsbad, CA 92008

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: Lori A. Manca  
Title: Senior Counsel  
Company: Life Technologies Corporation  
Address: 7305 Executive Way  
Frederick, MD 21704

email: LORI.MANCA@LIFETECH.COM

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

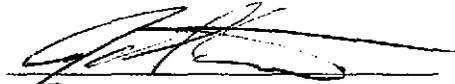
FOR DEFENDANT \_\_\_\_\_

LUNDQUIST TOOL + MANUFACTURING Co., INC.  
for itself and on behalf of \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

7/15/09  
Dated

Signature: \_\_\_\_\_



Name: \_\_\_\_\_

JOHN C STONE

Title: \_\_\_\_\_

PRESIDENT

Company: \_\_\_\_\_

LUTCO INC

Address: \_\_\_\_\_

677 CAMBRIDGE ST

WORCESTER MA 01610

\_\_\_\_\_  
\_\_\_\_\_

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT MeadWestvaco Corporation

Mead Paper Specialty-Morart & Laurel Mills for itself and on behalf of Mead Speciality - Related Parties  
Morart Gravure Corp.  
Morart-Mead Co. (Holyoke, MA)  
Morart-Mead Co. (South Lee, MA)  
Mead Packing

July 13, 2009  
Dated

Signature:   
Name: John H. Beasley  
Title: Assistant General Counsel  
Company: MeadWestvaco Corporation  
Address: 11013 West Broad Street  
Glen Allen, VA 23060

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT Millen Industries,  
Inc.

for itself and on behalf of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7/22/09  
Dated A

Signature:  
Name:  
Title:  
Company:  
Address:

[Handwritten Signature]  
Monica (Lynch)  
Spec. J. & Investment  
Millen Ind. for Attorney PAK  
108 North Street  
Norwalk CT  
06851

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT NASHUA CORPORATION

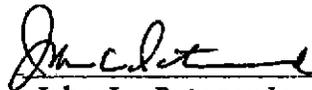
for itself and on behalf of \_\_\_\_\_

\_\_\_\_\_

July 20, 2009

Dated

Signature:



Name:

John L. Patenaude

Title:

Chief Financial Officer

Company:

Nashua Corporation

Address:

11 Trafalgar Square

2nd Floor

Nashua, NH 03063

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Company:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

email:

\_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT  
Nelson Screw Machine Products, Inc.



\_\_\_\_\_  
Dated

Signature: \_\_\_\_\_  
Name: JEFFREY M. POLLOCK  
Title: Partner, and as legal counsel for  
Nelson Screw Machine Products, Inc.  
Company: Fox Rothschild LLP  
Address: 997 Lenox Drive  
Lawrenceville, NJ 08648

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_  
\_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT Newcomb Spring Corp.

for itself and on behalf of \_\_\_\_\_

\_\_\_\_\_

Dated \_\_\_\_\_

Signature:   
Name: THOMAS M. ARMSTRONG  
Title: CHAIRMAN  
Company: NEWCOMB SPRING CORPORATION  
Address: 275 SPRING ST  
SOUTHINGTON CT 06489

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

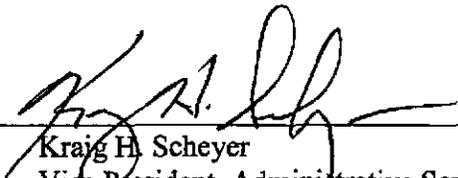
Name: Thomas M. Armstrong  
Title: Attorney  
Company: Reid and Riege, P.C.  
Address: One Financial Plaza  
Hartford, CT 06103  
  
email: tarmstrong@reidandriege.com

Signature Page for De Minimis Consent Decree Regarding  
the Old Southington Landfill Superfund Site

**Northrop Grumman System Corporation, for itself and on  
behalf of: Litton Ind. – Related Parties**

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

7-13-09  
Dated

By   
Craig H. Scheyer  
Vice President, Administrative Services  
Northrop Grumman Corporation  
1840 Century Park East  
Los Angeles, CA 90067

If the above-signed Party is a member of the OSL. "SRS Transshipper" PFP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is not a member of the OSL, "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT "Norton Related Parties

for itself and on behalf of Norton Company

7/22/09  
Dated RS

Signature:

Name:

Title:

Company:

Address:

  
Lauren P. Alterman  
VP HSE  
Saint-Gobain Corp.  
750 E. Swedesford Rd.  
Valley Forge, PA  
19482

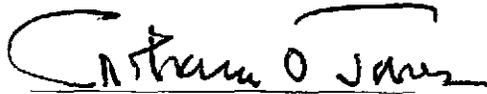
If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT Norwood-JEB, LLC on behalf of  
Hoke, Inc. and its subsidiary The Buswell Manufacturing  
~~for itself and on behalf of~~ Company for itself and on  
behalf of Watts Investment Company which acquired the stock  
of Hoke, Inc. and CIRCOR International, Inc. in an exchange  
of shares with Watts

6/4/09  
Dated

Signature:   
Name: Graham O. Jones  
Title: Managing Member  
Company: Norwood-JEB, LLC  
Address: c/o Jones & Jones  
45 Essex Street  
Hackensack, NJ 07601

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: Thomas M. Armstrong  
Title: Attorney  
Company: Reid and Riege, P.C.  
Address: One Financial Plaza  
Hartford, CT 06103  
  
email: tarmstrong@reidandriege.com

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT \_\_\_\_\_  
D.S. Walker Company  
for itself and on behalf of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7/10/09  
Dated

Signature: Debra Krikorian  
Name: Debra Krikorian  
Title: VP / Treasurer  
Company: O.S. Walker Company  
Address: 17 Rockdale St  
Worcester, MA 01606  
\_\_\_\_\_  
\_\_\_\_\_

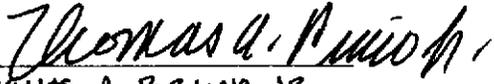
If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT PARKER-KANNIFIN  
CORPORATION  
for itself and on behalf of \_\_\_\_\_  
PARKER KANNIFIN EIS AUTOMOTIVE CORP.  
\_\_\_\_\_:

7/21/2009  
Dated

Signature:   
Name: THOMAS A. PIRAINO, JR.  
Title: VP  
Company: PARKER-KANNIFIN CORP.  
Address: 6035 PARKLAND BLVD  
CLEVELAND OH 44124  
\_\_\_\_\_  
\_\_\_\_\_

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT PHARMACIA CORPORATION  
~~(f/k/a Monsanto Company)~~  
~~for itself and on behalf of~~ by its  
~~attorney-in-fact~~ Monsanto  
Company

7/21/09  
Dated

Signature:  
Name:  
Title:  
Company:  
Address:

  
JEFFREY R. KLIEVE  
DIRECTOR, ENVIRONMENTAL AFFAIRS  
MONSANTO COMPANY  
800 N. LINDBERGH BLVD.  
MAILSTOP OCSD  
ST. LOUIS, MO 63167

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT  
*Phibro Animal Health Corporation,*  
*fka Philipp Brothers Chemicals, Inc.*  
for itself and on behalf of *its subsidiaries*  
*affiliates, employees, officers,*  
*directors, and advisors.*

*6/26/2009*  
Dated

Signature: *[Handwritten Signature]*  
Name: *Thomas G. Dagher*  
Title: *SVP + General Counsel*  
Company: *Phibro Animal Health Corporation*  
Address: *65 Challenger Rd. 3rd Floor*  
*Ridgefield Park, NJ 07660*

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

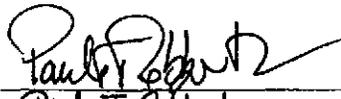
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT Pitney Bowes Inc.

for itself and on behalf of Pitney Bowes Inc. -  
Pitney Bowes Inc.

July 15, 2009  
Dated

Signature:   
Name: Paul T. Robbertz  
Title: Vice President, Environment Health + Safety  
Company: Pitney Bowes Inc.  
Address: 27 Waterview Drive  
MSC 27-2A  
Shelton, CT 06484

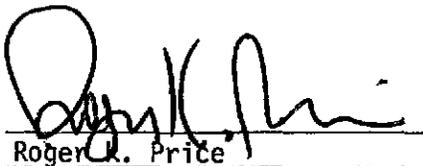
If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT \_\_\_\_\_  
R. T. Vanderbilt Company, Inc. \_\_\_\_\_  
for itself and on behalf of \_\_\_\_\_  
Vanderbilt Chemical Corporation \_\_\_\_\_  
\_\_\_\_\_ :

July 1, 2009  
Dated

Signature:   
Name: Roger K. Price \_\_\_\_\_  
Title: President and COO \_\_\_\_\_  
Company: R. T. Vanderbilt Company, Inc. \_\_\_\_\_  
Address: 30 Winfield Street \_\_\_\_\_  
Norwalk, CT 06855 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT REYNOLD'S + MARKMAN INC.

for itself and on behalf of \_\_\_\_\_

\_\_\_\_\_

7-30-09  
Dated

Signature:   
Name: KEVIN J. JUDGE  
Title: PRESIDENT  
Company: REYNOLD'S + MARKMAN INC  
Address: 101 OLIVE ST  
ATTLEBORO, MA 02703

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT Risdon Corp.

for itself and on behalf of \_\_\_\_\_

7-2-09

Dated

Signature:



Name:

MICHAEL J ROWLEY

Title:

and so

Company:

Risdon Corp - Related Party

Address:

ONE CROWN WAY  
PHILA. PA 19154

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT Rogers Corporation

for itself and on behalf of its predecessor  
and successor entities

July 17, 2009  
Dated

Signature: Robert M. Soffer  
Name: Robert M. Soffer  
Title: Vice President and Secretary  
Company: Rogers Corporation  
Address: One Technology Drive  
P.O. Box 188  
Rogers, CT 06263-0188

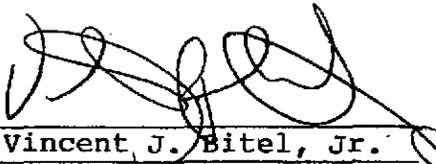
If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: N/A  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT The Rogers  
Manufacturing Company  
for itself and on behalf of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

07/20/2009  
Dated

Signature:   
Name: Vincent J. Bitel, Jr.  
Title: President  
Company: The Rogers Mfg. Co  
Address: 72 Main Street  
Rockfall, CT 06481  
\_\_\_\_\_  
\_\_\_\_\_

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT Royal Consumer Information  
Products, Inc.

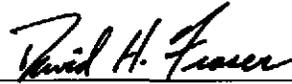
for itself and with respect to: Royal Business-Related Parties

- Royal McBee Corp.
- Royal Typewriters Co., Inc.
- Roytyped.

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

July 22, 2009

Dated

Signature: 

Name: David H. Fraser

Title: Vice President and Chief Financial Officer

Company: Royal Consumer Information Products, Inc.

Address: 379 Campus Drive  
Somerset, NJ 08875

\_\_\_\_\_

\_\_\_\_\_

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

email: \_\_\_\_\_

\_\_\_\_\_

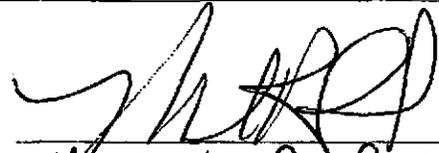
Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT SARA LEE CORPORATION

for itself and on behalf of ELECTROLUX CORPORATION

July 16, 2009  
Dated

Signature:



Name:

MICHAEL R. PISARCIK

Title:

DIRECTOR, SUST. ENVI. & SAF

Company:

SARA LEE CORPORATION

Address:

3500 LACEY ROAD  
DOWNS GROVE  
ILLINOIS 60515

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Company:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

email:

\_\_\_\_\_

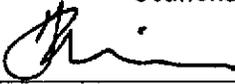
Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT The Stanley Works

for itself and on behalf of Stanley Works, The -  
Related Parties

Bostitch :  
Stanley Tools  
StanChem

June 8, 2009  
Dated

Signature:   
Name: Theodore C. Morris  
Title: Assistant Secretary  
Company: The Stanley Works  
Address: 1000 Stanley Drive  
New Britain, CT 06053

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

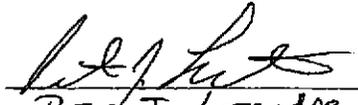
Name: Irvin M. Freilich  
Title: Attorney  
Company: Robertson, Freilich, Bruno & Cohen, LLC  
Address: One Riverfront Plaza  
Newark, NJ 07102  
  
email: ifreilich@rfbclaw.com

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT Titeltex Corporation

for itself and on behalf of \_\_\_\_\_  
\_\_\_\_\_

June 9, 2009  
Dated

Signature:   
Name: Peter J. Letendre  
Title: Director of Operations  
Company: Titeltex Corporation  
Address: 603 Hendee St.  
P.O. Box 90054  
Springfield, MA 01139

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: N/A  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

"PRP" *Deob*

FOR DEFENDANT The Torrey S.  
Crane Company  
for itself and on behalf of \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Dated

Signature: *David E. Baker*  
Name: David E. Baker  
Title: President  
Company: The Torrey S. Crane Company  
Address: 492 Summer Street  
Plantsville, CT 06479  
\_\_\_\_\_

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: Thomas M. Armstrong  
Title: Attorney  
Company: Reid and Riege, P.C.  
Address: One Financial Plaza  
Hartford, CT 06103  
\_\_\_\_\_

email: tarmstrong@reidandriege.com

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT The Truesdale Co  
for itself and on behalf of Truesdale Chem  
\_\_\_\_\_

7-10-2009  
Dated

Signature: [Handwritten Signature]  
Name: Roberts Truesdale  
Title: Partner  
Company: Holton St LLC  
Address: R.D. Box 576  
Dover MA 02030

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

email: \_\_\_\_\_

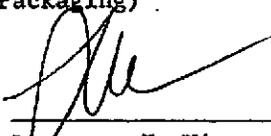
Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT Tyco Healthcare Group LP

for itself and on behalf of Tyco Labs - Related  
Parties (Ludlow Corporation, Ludlow  
Specialty Papers, Multi-Circuits, Inc.,  
and Ludlow Packaging)

CA

7/13/09  
Dated

Signature:   
Name: Lawrence T. Wiess  
Title: Vice President  
Company: Tyco Healthcare Group LP  
Address: 675 McDonnell Blvd.  
Hazelwood, MO 63042

pld

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

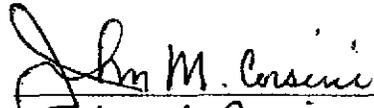
Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT UNICAS MANUFACTURING Co.

for itself and on behalf of \_\_\_\_\_

9/13/09  
Dated

Signature:



Name:

John M. Corsini

Title:

CEO & PRESIDENT

Company:

UNICAS MANUFACTURING Co

Address:

150 N. IANTIC AVENUE  
PROVIDENCE, RI 02907

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

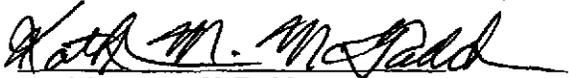
email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT United Technologies Corporation

for itself and on behalf of NSI, Inc. (f/k/a Norden  
Systems, Inc.) and Hamilton Sundstrand  
Corporation (f/k/a Hamilton Standard)

7/16/2009  
Dated

Signature:   
Name: Kathleen M. McFadden  
Title: Counsel  
Company: United Technologies Corporation  
Address: One Financial Plaza, M/S 524 Legal  
Hartford CT 06101

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT The Valspar  
Corporation  
for itself and on behalf of Lilly Industries  
\_\_\_\_\_

June 30, 2009  
Dated

Signature: [Handwritten Signature]  
Name: Ronda Bayer *Associate General Counsel*  
Title: Associate General Counsel  
Company: The Valspar Corporation  
Address: PO Box 1461  
Minneapolis, MN 55440  
\_\_\_\_\_

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT Western Pacific Industries, Inc.

for itself and on behalf of Veeder Root, Inc.

Veeder Industries, Inc.

Veeder Root Company

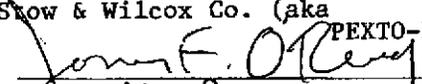
DH Holdings Corporation

The Peck, Stow & Wilcox Company (aka PEXTO-I and

The Peck, Stow & Wilcox Co. (aka PEXTO-II and PSW-2)

June 9, 2009

Dated

Signature: 

Name: James F. O'Reilly

Title: Vice President + Secretary

Company: Western Pacific Industries, Inc. "FKA Veeder Industries

Address: 2009 Pennsylvania Avenue, N.W. Inc.

12<sup>th</sup> Floor

Washington, D.C. 20006

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT Westfield Coatings  
Corp.

for itself and on behalf of \_\_\_\_\_

\_\_\_\_\_

7/6/09

Dated

Signature:

Wesley A Harris

Name:

WESLEY A HARRIS

Title:

VP FINANCE : ADM

Company:

WESTFIELD COATINGS CORP.

Address:

P O Box 22000

HICKORY NC 28602

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

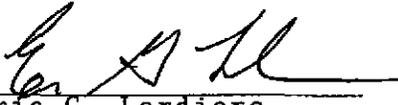
email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT Whittaker Corporation

for itself and on behalf of Itself, its Parent,  
Affiliate and Subsidiary Corporations,  
Past or Present \_\_\_\_\_ :

July 20, 2009  
Dated

Signature:   
Name: Eric G. Lardiere  
Title: Sr. VP, Secretary & General Counsel  
Company: Whittaker Corporation  
Address: 1955 N. Surveyor Avenue  
Simi Valley, CA 93063  
\_\_\_\_\_  
\_\_\_\_\_

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT Wright Line LLC

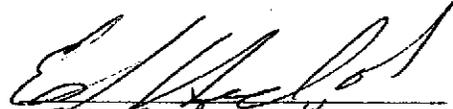
for itself and on behalf of \_\_\_\_\_

\_\_\_\_\_

7/7/09

Dated

Signature: \_\_\_\_\_



Name: \_\_\_\_\_

Ed Rednaruk

Title: \_\_\_\_\_

CEO

Company: \_\_\_\_\_

Wright Line LLC

Address: \_\_\_\_\_

160 Gold Star Boulevard

Worcester, MA 01606

\_\_\_\_\_

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

email: \_\_\_\_\_

Signature Page for *De Minimis* Consent Decree Regarding  
the Old Southington Landfill Superfund Site.

FOR DEFENDANT Zeneca, Inc., formerly  
ICI Americas, Inc.

for itself and on behalf of its former divisions and  
affiliates, including Permuthane, Inc., a division  
of Beatrice Foods Co., Polyvinyl Chemicals, Inc.,  
Stahl Finish Company, Inc., Beatrice Chemical, Stahl  
Finish/United Finish Co., and ICI Resins US

6/30/2009  
Dated

Signature: A. S. Dupre  
Name: Andrew Steven Dupre  
Title: Outside General Counsel - McCarter; English  
Company: Zeneca, Inc.  
Address: 1800 Concord Pike  
Wilmington, DE 19803

If the above-signed Party is a member of the OSL "SRS Transshipper" PRP Group, the above-signed Party hereby designates John Peltonen, Sheehan Phinney Bass + Green, 1000 Elm St., P.O. Box 3701, Manchester, NH 03105-3701, as the agent authorized to accept notices on behalf of the above-signed Party. If the above-signed Party is *not* a member of the OSL "SRS Transshipper" PRP Group, the agent authorized to accept notices on behalf of the above-signed Party is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

OSL SUPERFUND SITE  
2009 *DE MINIMIS* CONSENT DECREE

APPENDIX A

LIST OF PARTIES AND PAYMENT AMOUNTS

OSL 2009 DE MINIMIS CONSENT DECREE - APPENDIX A  
LIST OF SETTLING PARTIES AND PAYMENT AMOUNTS

Legal Name	Name on EPA PRP List	Volume	Payment
Acushnet Company	Acushnet Company, Titleist Golf Division	19,800.0	\$20,356.00
Akzo Nobel Coatings Inc.	Reliance Varnish - <i>Reliance Varnish Co.</i>	46,915.0	\$48,231.13
AkzoNobel, Inc.	Brand-Rex Co./Akzona RP; Brand Rex Cable Sys./Brintec Corp.; W. Band Rex; William Brand Co.	30,855.0	\$31,723.42
American Cyanamid Co.	American Cyanamid Co. - ( <i>Wallingford, CT</i> )	14,084.0	\$14,478.21
American Optical Co.	American Optical Co. - ( <i>Keene, NH</i> )	32,505.0	\$33,414.67
Ampco-Pittsburgh Corporation	Ampco-Pittsburgh Corporation	Direct Shipper	\$260,240.42
Anchorage, Inc., The	Anchorage Inc., The	12,774.0	\$13,130.76
Atlantic Richfield	Anaconda RP; American Brass Co. (Waterbury, CT); American Brass Co. (Ansonia, CT)	18,875.0	\$19,402.24
Ausimont Industries, Inc.	Compo Ind. - <i>Pandel Bradford Div.</i>	15,290.0	\$15,720.31
Avery-Dennison Corporation & Dennison Manufacturing Company	Avery - Dennison Mfg. - <i>Dennison Mfg. Co.</i>	169,785.0	\$174,548.11
BAE Systems Information and Electronic Systems Integration Inc.	Sanders Associates, Inc./BAE Systems Information and Electronic and Intergration Inc.	11,880.0	\$12,215.82
Barden Corp., The	Barden Corp. RP;; Barden Corp.; Winsted Precision Ball Co.	17,105.0	\$17,583.46
Baron & Young Company, Inc.	Baron & Young Company, Inc.	Direct Shipper	\$6,992.89
Beacon Morris	Beacon Morris Corporation	4,400.0	\$4,524.79
BIC Corporation	Bic Pen - <i>Waterman Bic Pen Corp.</i>	17,105.0	\$17,583.46
BP Amoco Chemical Company	Prophylactic Brush/BP America	38,445.0	\$39,525.35
Burndy Corp.	Burndy Corp. - <i>Burndy Corp.</i>	56,650.0	\$58,240.00
C. Cowles & Company	C. Cowles & Company	13,970.0	\$14,361.76
C.E. Bradley Laboratories, Inc.	C.E. Bradley Laboratories, Inc.	118,596.0	\$121,925.28
Carris Reels of Connecticut, Inc.	Carris Reels, Inc. - <i>Bridge Mfg. (Hayardville, CT)</i>	15,070.0	\$15,492.96
CBS Corporation	CBS Corporation; CBS Electronics; Westinghouse Electric (Springfield, MA)	13,585.0	\$13,968.06
Chesebrough Foods/Chesebrough Ponds	Cheseborough Foods/ Cheseborough Ponds	770.0	\$792.95
Ciba Corporation & Novartis Corporation	Ciba-Geigy Corp. - Hamblet & Hayes Co.	9,710.0	\$9,981.15
Consolidated Industries, Inc.	Consolidated Industries, Inc.	Direct Shipper	\$28,950.57
Corning Incorporated	Costar - Morningstar	2,365.0	\$2,428.75
Courtaulds Aerospace, Inc./PRC-DeSoto International	Courtaulds	32,335.5	\$33,242.77
Danaher	Danaher RP; Allen Mfg. Co. (Bloomfield, CT); Jacobs Mfg. Co., The; Moore Drop Forge (Springfield, MA); Allen Mfg. Co. (Hartford, CT); Moore Drop Forge (Brightwood, MA)	25,905.0	\$26,633.03
Eastern Chem-Lac Corp.	Eastern Lacquer Corp./Eastern Chem-Lac	53,955.0	\$55,467.46
Eastern Etching & Manufacturing Co.	Eastern Etching Company	15,455.0	\$15,886.66
Eastern Holding Corporation	James River Corp. - <i>Premoid Div./Preco Corp.</i>	84,845.0	\$87,224.15
Elco Fastening Systems LLC	Elco Fastening Systems LLC	Direct Shipper	\$47,202.01
Emerson Electric Co., Commercial Industrial Motors Division	U.S. Electric Motor	25,080.0	\$25,784.63
Emhart Industries, Inc.	Black & Decker Corp. RP; Emhart Ind., Inc. Hardware Div.; American Hardware; P&F Corbin; Bailey Corp. - U.S.M. Corp. (Amesbury, MA)	31,625.0	\$32,510.82
General Electric Company	General Electric Company RP; General Electric Co., Plastics Dept.; General Electric Co. (Chelsea, MA); General Electric (Bristol, CT); General Electric (Lynn, MA); General Electric (Plainville, CT)	234,795.0	\$160,000.00
George Schmitt & Co., Inc.	George Schmitt & Co. - ( <i>Guilford, CT</i> )	1,815.0	\$1,868.69
Gibbs Wire & Steel Company, Inc.	Gibbs Wire & Steel Company, Inc.	Direct Shipper	\$13,146.63
Handy & Harman	Handy & Harman RP; Consolidated Tube (Waterbury, CT); Consolidated Tube Fabricating (Wolcott, CT)	495.0	\$369.93
Har-Conn Chrome Co.	Har-Conn Chrome Company, The	3,795.0	\$3,903.74
Hazen Paper Company	Hazen Paper Company	41,635.0	\$42,802.49
Hoyt & Worthen	Hoyt & Worthen Tanning Corporation	8,855.0	\$9,105.03
Industrial Polmers & Chemicals Inc,	Industrial Polymers & Chemicals Inc.	29,260.0	\$30,082.07
Industrial Spraying, Inc.	Industrial Spraying Inc.	1,595.0	\$1,641.34
Ingersoll-Rand Company	American Standard, Inc. RP; C.F. Church (Holyoke, MA); C.F. Church Div. (Monson, MA); C.F. Church (Willimansett, MA)	27,720.0	\$28,496.18

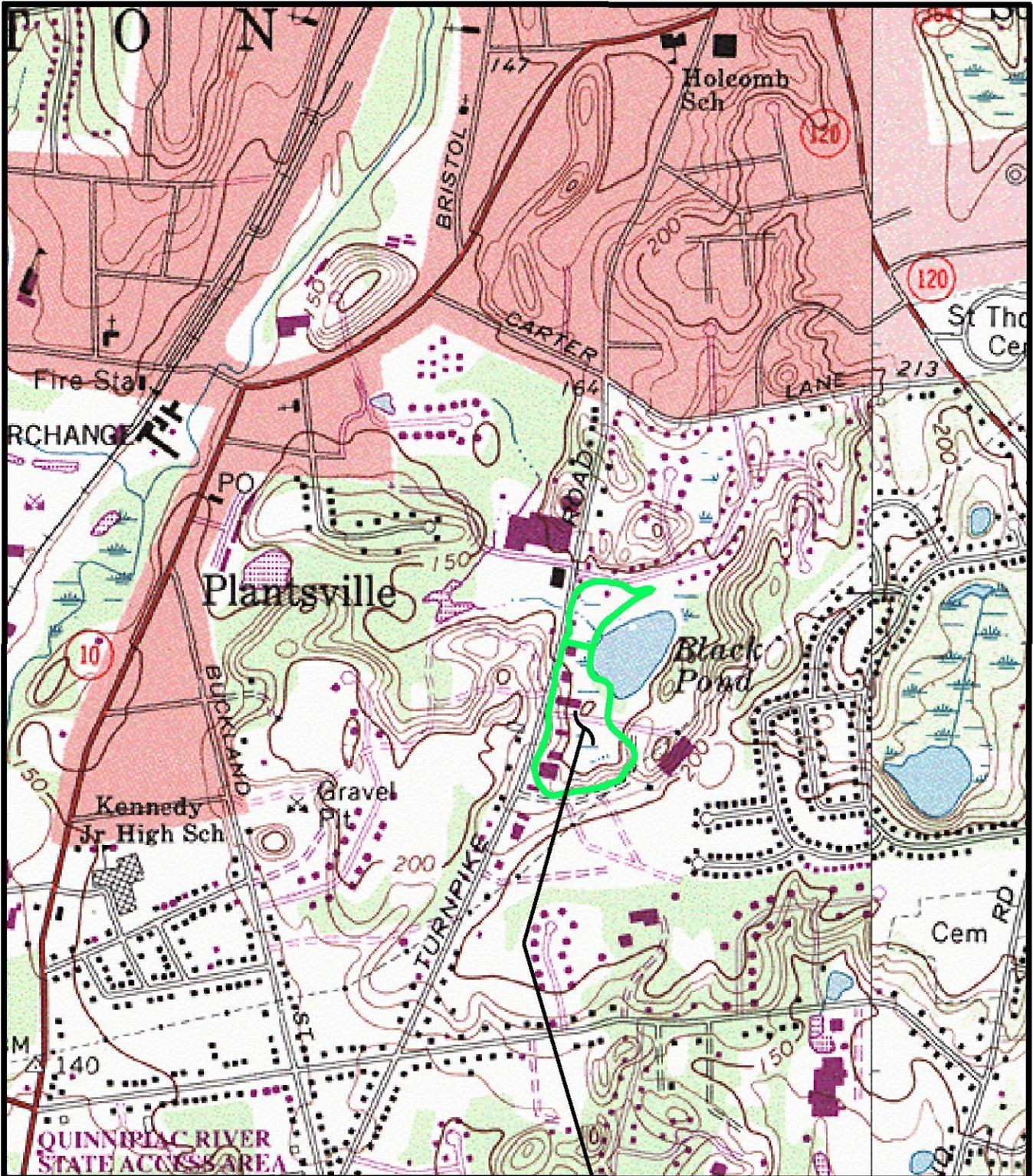
Legal Name	Name on EPA PRP List	Volume	Payment
Ingersoll-Rand Company	Ingersoll-Rand Company RP; Torrington Co., Special Products; Fafnir Bearing; Thomaston Spec. Tool	74,470.0	\$76,560.95
International Paper Company	International Paper Company; Advanced Offset Plate, Inc.; Anitec Image Corp.; Chase Bag; Chase Packaging; Champion International Corp; Champion Retail; Graph Coating; Strathmore Paper Co.; Union Camp; Union Camp Co.	70,000.0	\$71,964.08
J. J. Ryan Corporation	J. J. Ryan Corporation	Direct Shipper	\$44,583.88
J. J. Ryan Corporation	J. J. Ryan Tool Company / Rex-Forge, Inc.	Direct Shipper	\$53,500.00
K.J. Quinn and Co.	K.J. Quinn & Co.-(Malden, MA)	32,335.5	\$33,242.77
Kaba High Security Locks Corporation	Kaba High Security Locks Corporation/Lori Engineering Corporation	Direct Shipper	\$200,000.00
Kautex of Georgia Inc.	Textron - J.H. Winn, Inc.	47,795.0	\$49,134.98
Lewcote Corporation	Lewcote Chemicals & Plastics - Eli Sandman Co.	16,335.0	\$16,796.06
Life Technologies Corporation	Dexter Corp., The - Chem. Coatings (Rocky Hill, CT)	158,614.0	\$163,064.24
Lundquist Tool & Manufacturing Co., Inc.	Lundquist Tool & Manufacturing Co., Inc.	715.0	\$737.50
MeadWestvaco Corporation	Mead Specialty RP; Mead Paper Specialty-Morart & Laurel Mills; Morart Gravure Corp.; Morart-Mead Co. (South Lee, MA); Morart-Mead Co. (Holyoke, MA); Mead Packing	98,758.0	\$101,530.46
Millen Industries, Inc.	Meyer Pak	660.0	\$495.13
Nashua Corporation	Nashua Corp. RP; Nashua Corp. (Nashua, NH); Nashua Corp. (Keene, NH)	126,885.0	\$130,448.07
Nelson Screw Machine Products, Inc.	Nelson Screw Machine Products, Inc.	Direct Shipper	\$27,412.13
Newcomb Spring Corp.	Newcomb Spring Corp.	Direct Shipper	\$19,580.09
Northrop Grumman System Corporation	Litton Ind. RP; Decatone, Div of Litton Ind.; Decatone Prod. (Fitchburg, MA); New Britian Machine; Streeters, Inc.; Winchester Electronics, Div. of Litton Sys.	218,308.7	\$224,437.22
Norton Company	Norton Company RP; Farrington Texol (Walpole, MA); Farrington Texol (Watertown, MA)	5,500.0	\$4,215.93
Norwood-JEB LLC	Buswell Mfg. Co.	Direct Shipper	\$32,307.15
O.S. Walker Company	O.S. Walker Company, Inc.	275.0	\$282.80
Parker-Hannifin Corporation	Parker Hannifin - EIS Automotive Corp.	7,975.0	\$8,201.18
Pharmacia Corporation	Pharmacia Corp. RP; Monsanto Chemical (Springfield, MA); Monsanto Chemical (Everett, MA)	84,865.0	\$87,246.33
Phibro Animal Health Corporation	Philipp Brothers Chemicals, Inc.	4,180.0	\$4,297.44
Pitney Bowes, Inc.	Pitney Bowes, Inc. RP; Pitney Bowes, Inc.; Dictaphone Corp.	15,455.0	\$15,886.66
R.T. Vanderbilt Company, Inc.	Vanderbilt Chemical Corp./R.T. Vanderbilt, Inc.	83,900.0	\$86,253.76
Reynolds & Markman, Inc.	Reynolds & Markman, Inc.	2,200.0	\$1,650.44
Risdon Corp.	Risdon Corp. RP; Eyelet Specialty Co., Inc. (Wallingford, CT); Eyelet Specialty Co. (Waterbury, CT)	126,610.0	\$130,165.27
Rogers Corporation	Rogers Corp. - (Rogers, CT)	10,505.0	\$10,801.82
Rogers Manufacturing Company, The	Rogers Mfg. Co., Inc., The	660.0	\$676.50
Royal Consumer Information Products, Inc.	Royal Business RP; Royal Mabee Corp.; Royal Typewriter Co., Inc.; Roytyped	17,655.0	\$18,149.06
Sara Lee Corporation	Electrolux Corporation	42,405.0	\$43,595.44
Stanley Works, The	Stanley Works, The RP;/Facilities	Direct Shipper+880	\$104,054.21
Titeflex Corp.	Titeflex Inc.	20,570.0	\$15,764.69
Torrey S. Crane Company, The	Torrey S. Crane Company, The	Direct Shipper	\$25,000.00
Truesdale Co., The	Truesdale Chem	21,395.0	\$21,997.34
Tyco Healthcare Group LP	Tyco Labs; Ludlow Specialty Papers, Multi-Circuits, Inc. Ludlow Packaging	37,620.0	\$38,676.95
Uncas Manufacturing Co.	Uncas Manufacturing Company	13,997.5	\$14,389.49
United Technologies Corporation	United Technologies RP; Hamilton Standard Windsor Locks; Norden	5,720.0	\$5,877.79
Valspar Corporation, The	Valspar Company-Lilly Industries, Inc. RP; Lilly Varnish Co. of MA (Garner, MA); Lilly Varnish Co. (Templeton, MA); Lilly Chemical Prod. (Templeton, MA)	82,115.0	\$84,418.34
Western Pacific Industries, Inc.	Western Pacific Industries	Direct Shipper	\$324,632.00

Legal Name	Name on EPA PRP List	Volume	Payment
Westfield Coatings Corp.	Westfield Coatings Corp. - <i>Westfield Chemical</i>	72,403.9	\$74,437.19
Whittaker Corporation	Whittaker Corp. RP; Chemical Products Corp.; Haynes Laboratories (Holyoke, MA); Haynes Laboratories (Springfield, MA); Haynes Laboratories (Chicopee, MA)	217,105.0	\$223,200.66
Wright Line LLC	Wright Line, Inc.	14,355.0	\$14,755.46
Zeneca, Inc.	I.C.I. Americas RP; Polyvinyl Chemical Industries; Beatrice Chemical Co. - United Finish Co.	31,955.0	\$32,849.07
		3,063,997.1	\$4,248,450.68

OSL SUPERFUND SITE  
2009 *DE MINIMIS* CONSENT DECREE

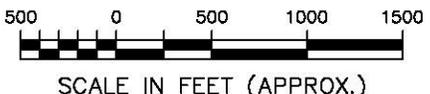
APPENDIX B

MAPS OF SITE



**OLD SOUTHINGTON LANDFILL  
SUPERFUND SITE**

OLD SOUTHINGTON LANDFILL SUPERFUND SITE  
SOUTHINGTON, CT  
**SITE LOCATION MAP**

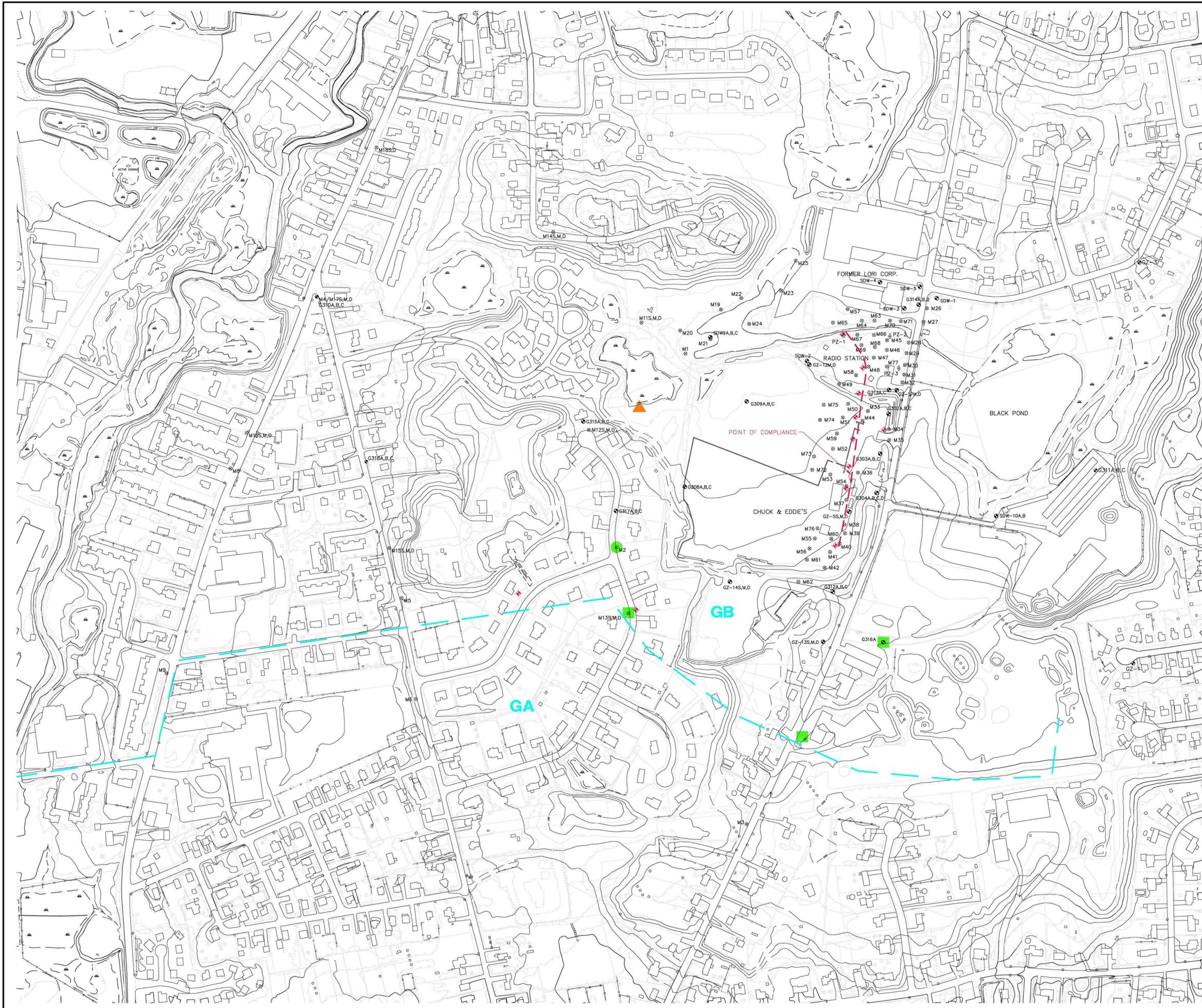


**MAP REFERENCE:**  
PORTION OF 7.5 MINUTE SERIES MAP FOR  
THE SOUTHINGTON, CT QUADRANGLE DATED  
1968 PHOTOREVISED 1992, N.G.V.D.1929,  
TAKEN FROM TOPO! CD. VERSION 1.2.4  
©1998 WILDFLOWER PRODUCTIONS.

Comm.No.  
61SL702

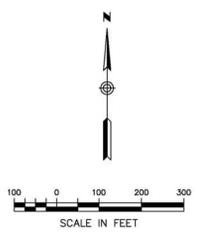
**FIGURE 1**





- LEGEND:**
- EXISTING MONITORING WELL LOCATION
  - ◆ PROPOSED MONITORING WELL LOCATION FOR VAPOR INTRUSION COMPLIANCE
  - ⊗ PREVIOUS MICRO WELL LOCATION
  - ▲ SAMPLING LOCATION FOR HIGHLAND HILLS NEIGHBORHOOD
  - GA/GB BOUNDARY BEDROCK CONFIRMATION AND MONITORING LOCATION
  - GA/GB BOUNDARY BEDROCK CONFIRMATION LOCATION

**MAP REFERENCE:**  
 SITE BACKGROUND OBTAINED ELECTRONICALLY FROM AERIAL PHOTOGRAMMETRY BY GEOMAPS INTERNATIONAL, JOB No. 05312, PHOTO DATE: DEC. 8, 2005, SCALE: 1" = 100', CONTOUR INTERVAL 5'



<b>OLD SOUTHINGTON LANDFILL SUPERFUND SITE</b> <b>SOUTHINGTON, CONNECTICUT</b>		<b>PROPOSED SAMPLING/MONITORING LOCATIONS</b>
An Employee Owned Company		An Employee Owned Company
SCALE: 1" = 200' GRID: 615L/02	DATE: 4/01/09 DRAWN BY: J.R.W. APP. BY: D.F.	DATE: 4/01/09 REV. 1 DESCRIPTION OF REVISION
SHEET NO. 1 NO. OF SHEETS 1		DATE APPR.

OSL SUPERFUND SITE  
2009 *DE MINIMIS* CONSENT DECREE

APPENDIX C

TRUST AGREEMENT FOR THE 2009 OSL *DE MINIMIS* TRUST

## TRUST AGREEMENT

### 2009 OSL Site *De Minimis* Trust

Effective as of this 27th day of May, 2009, the Old Southington Landfill Site Group, an unincorporated association of the Performing Parties (as hereinafter defined), (the "PRP Group"), having the member mailing addresses set forth in Paragraph 8 hereof, and R. Thomas Dorsey, having a mailing address of de maximis, inc., 450 Montbrook Lane, Knoxville, Tennessee 37919-5052, (the "Trustee") hereby agree as follows:

WHEREAS, the Old Southington Landfill Superfund Site ("Site") is a former municipal landfill located in Southington, Connecticut, and is now a federal Superfund Site;

WHEREAS, the U.S. Environmental Protection Agency ("EPA") and the State of Connecticut Department of Environmental Protection ("State") have incurred response costs in connection with the Site;

WHEREAS, certain potentially responsible parties ("PRPs") at the Site are entering into a Remedial Design/Remedial Action Consent Decree ("RD/RA Decree") with EPA providing for them to perform certain response actions at the Site pursuant to the RD/RA Decree ("Performing Parties").

WHEREAS, certain PRPs at the Site who do not intend to participate in the RD/RA Decree (the "*De Minimis* Eligible PRPs") wish to pay their allocated shares of response costs incurred and to be incurred in connection with the Site and to resolve certain liabilities to the United States, the State and the Performing Parties;

WHEREAS, the United States, the State and the *De Minimis* Eligible PRPs at the Site (the "*De Minimis* Parties") are entering into a settlement (the "*De Minimis* Settlement") pursuant to CERCLA Section 122(g), 42 U.S.C. §9622(g), which *De Minimis* Settlement, upon entry by the United States District Court for the District of Connecticut (the "Court"), will resolve the *De Minimis* Parties' responsibility for past and future response costs at the Site and their liability to the United States, the State and Performing Parties in connection with the Site to the extent of "Covered Matters" as set forth in the *De Minimis* Settlement;

WHEREAS, the proposed *De Minimis* Settlement will provide for: (1) the *De Minimis* Parties to send their settlement payments to a "qualified settlement fund" trust pending the U.S. District Court for the District of Connecticut's (the "Court") approval of the *De Minimis* Settlement, (2) distribution of the *De Minimis* Parties' payments to the United States, the State and Performing Parties, upon the Court's approval of the *De Minimis* Settlement.

**NOW, THEREFORE**, the PRP Group and the Trustee agree as follows:

1. Establishment of Trust. The Trustee promptly shall establish a segregated trust account, which shall be known as the "2009 OSL Site *De Minimis* Trust" ("Trust").

2. Declaration of Purpose. The Trust is established and shall be administered by the Trustee for the purpose of holding, investing and disbursing funds collected from the *De Minimis* Parties that enter into the *De Minimis* Settlement among the United States, the State and the *De Minimis* Parties regarding the Site, and to provide financial assurance for the Performance Guarantee pursuant to Paragraphs 45 through 50 of the RD/RA Decree. The United States, the State, and the PRP Group are express beneficiaries of this Trust.

3. Payments.

a. The Trustee shall have no authority or responsibility hereunder to collect any contributions to the Trust from any party and shall have no responsibility hereunder or otherwise with respect to the *De Minimis* Parties' compliance with the terms of the *De Minimis* Settlement.

b. The Trustee shall promptly deposit into the Trust all payments received from *De Minimis* Parties. The Trustee shall maintain a record of the name and address of each *De Minimis* Party making a payment together with the amount and date of the payment.

4. Principal, Interest and Expenses of Trust.

a. All monies deposited in the Trust or earned by the investment or reinvestment of such monies ("Trust Funds") shall remain in the Trust and may not be withdrawn by any person, except to make payments required by Paragraph 7 or to pay the Trustee's fees and expenses and the tax return preparation expenses and tax filing as provided in this paragraph and in Paragraphs 12 and 14.

b. The Trust Funds shall be used by the Trustee to pay taxes incurred by the Trust as well as any tax return preparation expenses, and tax filing fees. The remaining Trust Funds will remain in the Trust and may not be withdrawn by any person, except to make the refunds provided under Paragraph 6 or the payments provided under Paragraph 7.

c. The Trustee may deduct from the Trust Funds such fees and expenses of the Trustee as are described in the Schedule attached hereto, provided that a minimum balance of \$695,000 shall at all times be maintained in the Trust, unless such minimum amount is reduced pursuant to Paragraph 50 of the RD/RA Decree. Any such Trustee fees and expenses not deducted from the Trust Funds shall be billed to the PRP Group.

5. Investment of Trust Funds. The Trustee shall deposit and hold all Trust Funds in an account and shall invest such funds in Western Asset Municipal Money Market Fund (TFMX) unless otherwise directed in writing by the PRP Group. All earnings received from the investment of the Trust Funds shall be credited to, and shall become a part of, the Trust, (and any losses on such investments shall be debited to the Trust). The Trustee shall have no liability for any investment losses, including without limitation any market loss on any investment liquidated prior to maturity in order to make a payment required hereunder.

6. Refunds from the Trust. Promptly upon receipt by the Trustee of a notice from the PRP Group stating that (a) the United States and/or the State have elected not to enter into the *De Minimis* Settlement, and/or (b) the *De Minimis* Settlement has not been approved and entered

by the Court, and/or (c) a De Minimis Party has elected not to enter into the De Minimis Settlement, the Trustee shall refund all contributions previously made to the Trust by the De Minimis Parties or a De Minimis Party, as the case may be. Any such refund shall include the original principal amount of the payment and any earnings from the investment of such amounts, less accrued taxes and expenses paid.

7. Disbursements from the Trust.

a. Within thirty (30) days after receipt of a written notice from the PRP Group, the Trustee shall disburse the Trust Funds in accordance with the instructions of the PRP Group; provided, that at no time shall the Trustee disburse the Trust Funds to the point that the balance of the remaining Trust Funds is less than \$695,000, unless such amount is reduced in accordance with Paragraph 50 of RD/RA Decree. The remaining Trust Funds, as described above, in the amount of \$695,000 plus accumulated interest thereon, shall be kept in the Trust as financial assurance for the Performance Guarantee as set forth in Paragraphs 45 through 50 of the RD/RA Decree, to be invested as described above; provided, however, that the Performing Parties have entered into the RD/RA Consent Decree with the United States providing for the performance of the remedy regarding the Site, failing which, in the event of a Work Takeover by EPA pursuant to Paragraph 103 of the RD/RA Decree, \$695,000 of the remaining Trust Funds shall be disbursed at the direction of the United States pursuant to Paragraph 49 of the RD/RA Decree.

b. All payments under this Paragraph (1) shall be made by check, shall be accompanied by a transmittal letter and shall be delivered to the payee as provided in Paragraph 8, or (2) shall be made to the payee in accordance with wiring instructions provide by the PRP Group.

c. If in accordance with Paragraph 50(c) of the RD/RA Decree, the Performing Parties receive notice from EPA pursuant to Paragraph 51 of the RD/RA Decree that the work has been fully and finally completed, upon written notice of the same by the PRP Group to the Trustee, the Trustee shall distribute the balance of the Trust Funds to the PRP Group in accordance with written instructions from the PRP Group.

8. Notices. All notices, demands, and requests given or required to be given hereunder shall be deemed given if delivered by hand, as evidenced by a signed receipt; delivered by a recognized overnight courier or by express mail, as evidenced by an appropriate receipt; or mailed by registered or certified United States mail, postage prepaid, return receipt requested, and shall be addressed as follows:

As to the PRP Group:

Town of Southington:

Martin T. Booher, Esq.  
Dewey & LeBoeuf LLP  
Goodwin Square  
225 Asylum Street

Hartford, CT 06103  
Telephone: (860) 293-3733  
Cell: (860) 490-7414  
Facsimile: (860) 241-1333  
E-mail: mbooyer@dl.com

United Technologies Corporation:

David Platt, Esq.  
Murtha Cullina LLP  
CityPlace, 29th Floor  
185 Asylum Street  
Hartford, Connecticut 06103  
Telephone: (860) 240-6062  
Cell: (860) 463-6584  
Facsimile: (860) 240-6150  
E-mail: dplatt@murthalaw.com

and to:

Mr. David G. Clymer  
United Technologies Corporation - Remediation Group  
1 Financial Plaza, M/S 503  
Hartford, CT 06101  
Telephone: (860) 728-6265  
Cell: (860) 930-4254  
Facsimile: (860) 353-4152  
E-mail: david.clymer@utc.com

Kraft Foods Global Inc.

Christopher P. Davis, Esq.  
Goodwin Procter LLP  
Exchange Place  
Boston, Massachusetts 02109  
Telephone: (617) 570-1354  
Cell: (978) 846-2500  
Facsimile: (617) 227-8591  
E-mail: cdavis@goodwinprocter.com

GenCorp Inc.

William E. Hvidsten, Esq.  
GenCorp Inc.  
Senior Counsel - Environmental  
Dept. 106

P.O. Box 13222  
Sacramento, California 95813-6000  
[Note: if by hand or overnight delivery:  
Highway 50 and Aerojet Road  
Rancho Cordora, California 95742]  
Telephone: (916) 351-8524  
Cell: (916) 717-0172  
Facsimile: (916) 355-3603  
E-mail: William.Hvidsten@Aerojet.com

Shell Oil Company:

Kim Lesniak, Esq.  
Senior Legal Counsel  
Shell Oil Company  
One Shell Plaza  
910 Louisiana Street  
Houston, TX 77002  
Telephone: (713) 241-5403  
Facsimile: (713) 241-4081  
E-mail: kim.lesniak@shell.com

and to:

Mr. George Landreth  
Remediation Manager - Health, Safety & Environment  
Shell Oil Company  
Corporate Affairs  
PO Box 2463  
Houston, Texas 77252-2463  
Telephone: (713) 241-5400  
Facsimile: (713) 241-7373  
E-mail: george.landreth@Shell.Com

As to the Trustee:

R. Thomas Dorsey  
de maximis, inc.  
450 Montbrook Lane  
Knoxville, Tennessee 37919-5052  
Telephone: (865) 691-5052  
Facsimile: (865) 691-9835  
E-mail: tom@demaximis.com

As to the United States:

Chief, Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611  
Washington, D.C. 20044-7611  
Re: DOJ Case No. 90-11-2-420-5

and to:

Chief, Environmental Defense Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 23986  
Washington, D.C. 20026-3986  
Re: DOJ Case No. 90-11-2-420-5

and to:

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

As to EPA:

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

and to:

U.S. Environmental Protection Agency  
Cincinnati Financial Office  
26 Martin Luther King Drive  
Cincinnati, Ohio 45268

As to the State:

John Looney, Assistant Attorney General  
Lori D. DiBella, Assistant Attorney General  
Office of the Attorney General

55 Elm Street  
Hartford, Connecticut 06106

and to:

Gennady Shteynberg, Project Coordinator  
State of Connecticut  
Department of Environmental Protection  
79 Elm Street  
Hartford, Connecticut 06106

9. Concerning the Trustee. The Trustee shall act as a trustee only and not personally; and in respect of any contract, obligation or liability made or incurred by the Trustee in good faith, all persons shall look solely to the assets of the Trust and not to the Trustee personally. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, including in following instructions provided pursuant to the provisions of this Trust Agreement with respect to the payment of monies hereunder. The Trust shall indemnify and hold harmless the Trustee from and against any personal liability by reason of any action or conduct in its official capacity, made in good faith. The Trustee (a) shall not be responsible for the *De Minimis* Settlement, or for determining or compelling compliance therewith, and shall not otherwise be bound thereby; (b) shall be obligated only for the performance of such duties as are expressly and specifically set forth in this Trust Agreement on its part to be performed, and no implied duties or obligations of any kind shall be read into this Trust Agreement against or on the part of the Trustee; (c) may consult counsel satisfactory to it, including in-house counsel, and the opinion or advice of such counsel in any instance shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in accordance with the opinion or advice of such counsel. In no event shall the Trustee be liable for indirect, punitive, special or consequential damage or loss (including but not limited to lost profits) whatsoever, even if the Trustee has been informed of the likelihood of such loss or damage and regardless of the form of action.

10. Disputes. In the event a dispute of any kind arises in connection with this Trust Agreement (including any dispute concerning indemnification of the Trustee), the Trustee may, in his/her sole discretion, elect to commence an interpleader action and pay all or any portion of the Trust Funds to the Court and provide a complete accounting of all monies paid into the Trust or paid out of the Trust by the Trustee. In the event of such payment, it is understood that the Trustee will have no further obligation to the *De Minimis* Parties, the State, and the United States and/or the PRP Group with respect to the amount so paid.

11. Inalienability of Interests of Beneficiaries. The interest of each beneficiary in the income or principal of the Trust hereunder shall be free from the control or interference of any creditor and shall not be subject to assignment, attachment, anticipation or alienation.

12. Tax Treatment. It is intended that this Trust be a Qualified Settlement Fund under Internal Revenue Code Section 468B and Reg. 1.468(B) and taxable as a so-called complex trust to which Internal Revenue Code Sections 661, 662 and 663 apply and not as a partnership,

corporation or grantor trust, that is, a trust whose property is deemed to be owned by one or more grantors or other persons pursuant to one or more of the Internal Revenue Code Sections 671 through 678. The Trustee (or a tax administrator engaged by the Trustee at the expense of the Trust) shall file tax returns for the Trust on the assumption that it is a complex trust, unless and until it is determined or the Trustee otherwise has reason to believe the Trust is other than a complex trust. In the event this Trust is determined, or is in the sole judgment of the Trustee at risk of being determined, to be other than a trust which is taxable as such a complex trust and it is prudent to reorganize the Trust so that it shall be such a complex trust, then the Trustee is authorized to execute such amendment to this Trust Agreement, restatements of this Trust Agreement or new trust agreement, instruments of assignment, plans of reorganization and other documents as are appropriate to enable the Trust or a successor to the assets of the Trust to be a trust which is taxable as such a complex trust; provided always, in no event shall the effect of any such reorganization or other action be to change the purposes hereof, divert the assets of this Trust otherwise than for its original purposes set forth herein or enlarge the powers or responsibilities of the Trustee.

13. Accounting. The Trustee shall maintain records of all payments received by the Trustee, and all payments made by the Trustee, as well as the amount of any interest and/or income earned on the Trust Funds, and the amount of any taxes, fees and expenses paid by the Trustee. The Trustee shall issue quarterly accounting statements to the PRP Group, United States, EPA and the State until the Trust is terminated, which accounting statements shall be prepared in accordance with generally accepted accounting procedures.

14. Trustee Compensation. The Trustee shall receive compensation for its services as a Trustee under this Trust Agreement pursuant to the Fee Schedule attached hereto. The Fee Schedule shall be binding upon the Trustee and the PRP Group, and any change to the Fee Schedule shall become effective only upon the written approval of the PRP Group and the Trustee. The PRP Group shall be responsible for the Trustee's compensation.

15. Appointment of Successor Trustee.

a. The Trustee may resign at any time by delivering his/her resignation, in writing, to the United States, such resignation to take effect upon the appointment of a successor Trustee.

b. The PRP Group may remove the Trustee at any time, by delivering notice of such removal in writing to the Trustee, such removal to take effect ten days thereafter, or on such later date that may be specified in the notice.

c. Any vacancy in the office of the Trustee created by bankruptcy, insolvency, death, disability, resignation, removal or succession, as provided herein, shall be filled by an appointment in writing of a successor Trustee.

d. Any successor Trustee shall be appointed by the PRP Group, with approval by EPA.

e. Acceptance of appointment as a successor Trustee shall be in writing and shall be mailed to the PRP Group as provided in Paragraph 8.

f. A successor trustee shall have all of the rights, powers, duties, authority and privileges as if initially named as a Trustee hereunder.

g. A copy of each instrument of resignation, removal, appointment and acceptance of appointment shall be attached to an executed counterpart of this Trust Agreement in the custody of the PRP Group and a copy shall be furnished to the United States.

16. Choice of Law. This Trust Agreement shall be administered, construed, and enforced according to the laws of the State of Connecticut, except to the extent that Federal law shall apply to questions arising under CERCLA or the National Contingency Plan, including any amendment thereto.

17. Consent to Jurisdiction and Services. The Trustee absolutely and irrevocably consents and submits to the jurisdiction of the courts of the State of Connecticut and of any Federal court located in said State in connection with any actions, proceedings or disputes arising out of or relating to this Trust Agreement. In any such action, proceeding or dispute, the Trustee hereby absolutely and irrevocably waives personal service of any summons, complaint, declaration or other process provided that the service thereof is made by certified or registered mail directed to the Trustee at its address in accordance with Paragraph 8.

18. Termination. This Trust Agreement will terminate upon the disbursement of all of the Trust Funds in accordance with the provisions of Paragraph 7.

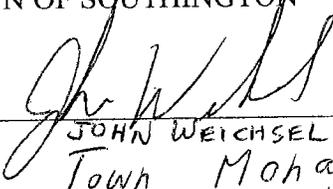
19. Modifications. This Trust Agreement may not be altered or modified without the express written consent of the United States and the PRP Group.

20. Reproduction of Documents. This Trust Agreement and all documents relating hereto, including, without limitation, (a) consents, waivers and modifications which may hereafter be executed, and (b) certificates and other information previously or hereafter furnished, may be reproduced by any means. Any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding, whether or not the original is in existence and whether or not such reproduction was made by the Trustee in the regular course of business, and any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible in evidence.

21. Counterparts. This Trust Agreement may be executed in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Trustee hereunder has caused this Declaration to be executed as of the day and year first written above.

TOWN OF SOUTHLINGTON

By:   
Its: JOHN WEICHSEL  
Town Manager

UNITED TECHNOLOGIES CORPORATION

By: \_\_\_\_\_  
Its: \_\_\_\_\_

KRAFT FOODS GLOBAL INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

GENCORP INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

SHELL OIL COMPANY

By: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, the Trustee hereunder has caused this Declaration to be executed as of the day and year first written above.

TOWN OF SOUTHTON

\_\_\_\_\_  
By:  
Its:

UNITED TECHNOLOGIES CORPORATION

*W. F. Leikin*  
\_\_\_\_\_  
By: William F. Leikin  
Its: Assistant General Counsel

KRAFT FOODS GLOBAL INC.

\_\_\_\_\_  
By:  
Its:

GENCORP INC.

\_\_\_\_\_  
By:  
Its:

SHELL OIL COMPANY

\_\_\_\_\_  
By:  
Its:

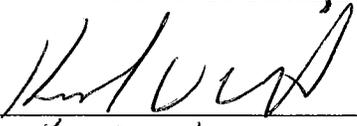
IN WITNESS WHEREOF, the Trustee hereunder has caused this Declaration to be executed as of the day and year first written above.

TOWN OF SOUTHTON

\_\_\_\_\_  
By:  
Its:

UNITED TECHNOLOGIES CORPORATION

\_\_\_\_\_  
By:  
Its:

KRAFT FOODS GLOBAL, INC. (for itself and on behalf of Rexall Chemical, Sundown Vitamins and Kraft General Foods)  
  
\_\_\_\_\_  
By: Ken Wengert  
Its: Director, Environmental & Safety

GENCORP INC.

\_\_\_\_\_  
By:  
Its:

SHELL OIL COMPANY

\_\_\_\_\_  
By:  
Its:

IN WITNESS WHEREOF, the Trustee hereunder has caused this Declaration to be executed as of the day and year first written above.

TOWN OF SOUTHBINGTON

\_\_\_\_\_  
By:  
Its:

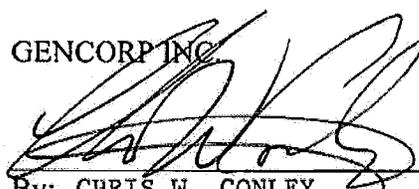
UNITED TECHNOLOGIES CORPORATION

\_\_\_\_\_  
By:  
Its:

KRAFT FOODS GLOBAL INC.

\_\_\_\_\_  
By:  
Its:

GENCORP INC

  
\_\_\_\_\_  
By: CHRIS W. CONLEY  
Its: Vice President  
Environmental, Health & Safety

SHELL OIL COMPANY

\_\_\_\_\_  
By:  
Its:

IN WITNESS WHEREOF, the Trustee hereunder has caused this Declaration to be executed as of the day and year first written above.

TOWN OF SOUTHTON

\_\_\_\_\_  
By:  
Its:

UNITED TECHNOLOGIES CORPORATION

\_\_\_\_\_  
By:  
Its:

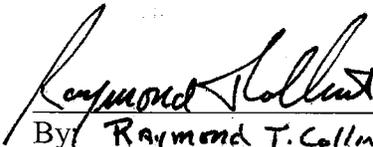
KRAFT FOODS GLOBAL INC.

\_\_\_\_\_  
By:  
Its:

GENCORP INC.

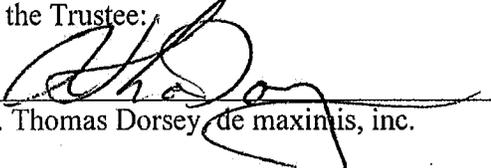
\_\_\_\_\_  
By:  
Its:

SHELL OIL COMPANY

  
\_\_\_\_\_  
By: Raymond T. Collins  
Its: General Manager OEB, Shell Chemical Co.

2009 OSL Site De Minimis Trust Agreement

WITNESS the execution hereof by the Trustee:

By:  , Trustee  
R. Thomas Dorsey, de maximis, inc.

Name of Signatory: R. Thomas Dorsey

Title of Signatory: CFO, de maximis, inc

Telephone Number: 865-691-5052

Facsimile Number: 865-691-9835

Email Address: Tom@demaximis.com

**OSL SITE *DE MINIMIS* SETTLEMENT TRUST**

**SCHEDULE OF FEES**

[Insert schedule]