

UNITED STATES DISTRICT COURT  
DISTRICT OF RHODE ISLAND

United States of America,

Plaintiff,

v.

ACS Industries, Inc., Agfa Corporation, AIW Wind Down Corp., Alcatel-Lucent USA Inc., Alcoa Inc., American Optical Corporation, Analog Devices, Inc., Avnet, Inc., Ausimont Industries, Inc., BAE Systems Information and Electronic Systems Integration Inc., Benjamin Moore & Co., Benny's Inc., Benny's of Mass., Inc., Benny's of Rhode Island, Inc., BNS Co., Brigham and Women's Faulkner Hospital, Inc., Bull HN Information Systems, CAP, Inc., CBS Operations, Inc., City of Boston, Clean Harbors, Inc., Continental Tire the Americas, LLC, Corning Incorporated, Costa Inc., Cumberland Engineering Corp., CVS Pharmacy, Inc., Energizer Manufacturing, Inc., Envirite Corp., Flint Group US LLC, Fortifiber Corporation, Galego Equities, Inc., General Cable Industries, Inc., General Electric Company, Georgia-Pacific LLC, Handy & Harman Electronic Materials Corp., Handy & Harman Corp., Hasbro, Inc., Hindley Manufacturing Co., Inc., Hollingsworth & Vose Company, Honeywell International Inc., HP Inc., Huhtamaki, Inc., International Paper Company, Invensys Systems, Inc., IRG Mansfield, LLC, J. H. Lynch & Sons, Inc., Kaman Aerospace Corp., KIK Custom Products, Inc., Kmart Corporation, Landry & Martin Oil Co., Inc., Larson Tool and Stamping Company, Louis M. Gerson Co., Inc., Mandeville Signs Inc., Microfibres, Inc., Motorola Solutions, Inc., Mule Emergency Lighting, Inc., Murata Power Solutions, Inc., NSTAR Electric Company, Oce Imaging Supplies, Olin Corporation, Organic Dyestuffs Corporation, OSRAM Sylvania, Inc., Pentair Valves & Controls, LLC, Philips Electronics North America Corp., President and Fellows of Harvard College, Quest Diagnostics Incorporated, Raytheon Company, Rockwell Collins, Inc., Rohm and Haas Chemical LLC, Sears Roebuck & Co., Sequa Corporation, Shawmut Corporation, Sikorsky Aircraft Corporation, Standard Rubber Products, Inc., Supervalu Holdings, Inc., Teknor Apex Company, Texas Instruments Incorporated, Textron Inc., The Hilsinger Company, The Narragansett Electric Company, The Okonite Company, Inc., The Sherwin-Williams Company, The Stop & Shop Supermarket Company LLC, Thermo Fisher Scientific, Inc., Thomas & Betts Corporation, Tyco Electronics Corporation, Uniroyal, Inc., Valentine Tool & Stamping, Inc., Verizon New England, Inc., WestRock MWV, LLC, Wyman-

Civil Action No. 1:16-cv-00665-S-LDA

<p>Gordon Company, Zeneca, Inc., Allied Waste Industries, LLC, Allied Waste Services of Massachusetts, LLC, Browning-Ferris Industries, Inc., American Disposal Services of Missouri, Inc., Three R Transportation, Inc., Waste Management of Massachusetts, Inc., Waste Management Disposal Services of Massachusetts, Inc., and Waste Management of Rhode Island, Inc.,</p> <p>Defendants.</p>	
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<p>State of Rhode Island,</p> <p>Plaintiff,</p> <p>v.</p> <p>ACS Industries, Inc., Agfa Corporation, AIW Wind Down Corp., Alcatel-Lucent USA Inc., Alcoa Inc., American Optical Corporation, Analog Devices, Inc., Avnet, Inc., Ausimont Industries, Inc., BAE Systems Information and Electronic Systems Integration Inc., Benjamin Moore &amp; Co., Benny's Inc., Benny's of Mass., Inc., Benny's of Rhode Island, Inc., BNS Co., Brigham and Women's Faulkner Hospital, Inc., Bull HN Information Systems, CAP, Inc., CBS Operations, Inc., City of Boston, Clean Harbors, Inc., Continental Tire the Americas, LLC, Corning Incorporated, Costa Inc., Cumberland Engineering Corp., CVS Pharmacy, Inc., Energizer Manufacturing, Inc., Envirote Corp., Flint Group US LLC, Fortifiber Corporation, Galego Equities, Inc., General Cable Industries, Inc., General Electric Company, Georgia-Pacific LLC, Handy &amp; Harman Electronic Materials Corp., Handy &amp; Harman Corp., Hasbro, Inc., Hindley Manufacturing Co., Inc., Hollingsworth &amp; Vose Company, Honeywell International Inc., HP Inc., Huhtamaki, Inc., International Paper Company, Invensys Systems, Inc., IRG Mansfield, LLC, J. H. Lynch &amp; Sons, Inc., Kaman Aerospace Corp., KIK Custom Products, Inc., Landry &amp; Martin Oil Co., Inc., Larson Tool and Stamping Company, Louis M. Gerson Co., Inc., Mandeville Signs Inc., Microfibres, Inc., Motorola Solutions, Inc., Mule Emergency Lighting, Inc., Murata Power Solutions, Inc., NSTAR Electric Company, Oce Imaging Supplies, Olin Corporation, Organic</p>	<p>Civil Action No. 1:16-cv-00667-S-LDA</p>
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Dyestuffs Corporation, OSRAM Sylvania, Inc., Pentair Valves & Controls, LLC, Philips Electronics North America Corp., President and Fellows of Harvard College, Quest Diagnostics Incorporated, Raytheon Company, Rockwell Collins, Inc., Rohm and Haas Chemical LLC, Sears Roebuck & Co., Sequa Corporation, Shawmut Corporation, Sikorsky Aircraft Corporation, Standard Rubber Products, Inc., Supervalu Holdings, Inc., Teknor Apex Company, Texas Instruments Incorporated, Textron Inc., The Hilsinger Company, The Narragansett Electric Company, The Okonite Company, Inc., The Sherwin-Williams Company, The Stop & Shop Supermarket Company LLC, Thermo Fisher Scientific, Inc., Thomas & Betts Corporation, Tyco Electronics Corporation, Uniroyal, Inc., United States Postal Service, United States Department of Veteran Affairs, United States Department of Defense, United States Department of the Treasury (Internal Revenue Service), Valentine Tool & Stamping, Inc., Verizon New England, Inc., WestRock MWV, LLC, Wyman-Gordon Company, Zeneca, Inc., Allied Waste Industries, LLC, Allied Waste Services of Massachusetts, LLC, Browning-Ferris Industries, Inc., American Disposal Services of Missouri, Inc., Three R Transportation, Inc., Waste Management of Massachusetts, Inc., Waste Management Disposal Services of Massachusetts, Inc., and Waste Management of Rhode Island, Inc.,

Defendants.

**REMEDIAL DESIGN/REMEDIAL ACTION (RD/RA) CONSENT DECREE**  
**PETERSON/PURITAN, INC. SUPERFUND SITE**

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## I. BACKGROUND

A. The United States of America (“United States”), on behalf of the Administrator of the United States Environmental Protection Agency (“EPA”), filed a complaint in this matter pursuant to Sections 106 and 107 of the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 U.S.C. §§ 9606 and 9607.

B. The United States in its complaint seeks, *inter alia*: (1) reimbursement of costs incurred or to be incurred by EPA and the Department of Justice (“DOJ”) for response actions at the Second Operable Unit (“OU2”) of the Peterson/Puritan, Inc. Superfund Site (“Site”) in Cumberland and Lincoln, Rhode Island, together with accrued Interest; and (2) performance of response actions by the defendants at OU2 consistent with the National Contingency Plan, 40 C.F.R. Part 300 (“NCP”).

C. In accordance with the NCP and Section 121(f)(1)(F) of CERCLA, 42 U.S.C. § 9621(f)(1)(F), EPA notified the State of Rhode Island (the “State”) on October 19, 2015, of negotiations with potentially responsible parties (“PRPs”) regarding the implementation of the remedial design and remedial action (“RD/RA”) for OU2, and EPA has provided the State with an opportunity to participate in such negotiations and be a party to this Consent Decree (“CD”).

D. The State has also filed a complaint against the defendants and the United States in this Court alleging that the defendants and Settling *De Minimis* Federal Agencies (“SFAs”) are liable to the State under Section 107 of CERCLA, 42 U.S.C. § 9607, and various State statutory and common law theories with respect to OU2.

E. In accordance with Section 122(j)(1) of CERCLA, 42 U.S.C. § 9622(j)(1), EPA notified the U.S. Department of the Interior and the U.S. Department of Commerce on October 19, 2015, of negotiations with PRPs regarding the release of hazardous substances that may have resulted in injury to the natural resources under federal trusteeship and encouraged the trustees to participate in the negotiation of this CD.

F. The defendants that have entered into this CD (“Settling Defendants” or “SDs”) do not admit any liability to Plaintiffs 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 OU2 constitutes an imminent and substantial endangerment to the public health or welfare or the environment. SFAs do not admit any liability arising out of the transactions or occurrences alleged in any counterclaim asserted by the SDs or any claim by the State.

G. Pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, EPA placed the Site on the National Priorities List (“NPL”), set forth at 40 C.F.R. Part 300, by publication in the Federal Register on September 9, 1983, 48 Fed. Reg. 175.

H. In response to a release or a substantial threat of a release of hazardous substances at or from OU2, certain Settling Defendants commenced in November, 2000, a Remedial Investigation and Feasibility Study (“RI/FS”) for OU2 pursuant to 40 C.F.R. § 300.430.

I. Certain Settling Defendants completed a Remedial Investigation (“RI”) Report in August 2012, and certain Settling Defendants prepared a Feasibility Study (“FS”) Report in March 2013, which EPA revised and published in July 2014.

J. Pursuant to Section 117 of CERCLA, 42 U.S.C. § 9617, EPA published notice of the completion of the FS and of the proposed plan for remedial action on August 7, 2014, in a major local newspaper of general circulation. EPA provided an opportunity for written and oral comments from the public on the proposed plan for remedial action. A copy of the transcript of the public meeting is available to the public as part of the administrative record upon which the Regional Administrator or Regional Delegatee, EPA Region 1, based the selection of the response action.

K. The decision by EPA on the remedial action to be implemented at OU2 is embodied in a final Record of Decision (“ROD”), executed on September 8, 2015, on which the State has given its concurrence. The ROD includes EPA’s explanation for any significant differences between the final plan and the proposed plan as well as a responsiveness summary to the public comments. Notice of the final plan was published in accordance with Section 117(b) of CERCLA, 42 U.S.C. § 9617(b).

L. Based on the information presently available to EPA and the State, EPA and the State believe that the Work will be properly and promptly conducted by Settling Performing Defendants (“SPDs”) if conducted in accordance with this CD and its appendices.

M. Solely for the purposes of Section 113(j) of CERCLA, 42 U.S.C. § 9613(j), the remedy set forth in the ROD and the Work to be performed by SPDs shall constitute a response action taken or ordered by the President for which judicial review shall be limited to the administrative record.

N. The Parties recognize, and the Court by entering this CD finds, that this CD has been negotiated by the Parties in good faith and implementation of this CD will expedite the cleanup of OU2 and will avoid prolonged and complicated litigation between the Parties, and that this CD is fair, reasonable, and in the public interest.

NOW, THEREFORE, it is hereby Ordered, Adjudged, and Decreed:

## **II. JURISDICTION**

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331, 1345, and 1367 and 42 U.S.C. §§ 9606, 9607, and 9613(b). This Court also has personal jurisdiction over SDs. Solely for the purposes of this CD and the underlying complaint, SDs waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District. SDs shall not challenge the terms of this CD or this Court’s jurisdiction to enter and enforce this CD.

## **III. PARTIES BOUND**

2. This CD is binding upon the United States, the State, and upon SDs and their heirs, successors, and assigns. Any change in ownership or corporate or other legal status of a SD

including, but not limited to, any transfer of assets or real or personal property, shall in no way alter such SD's responsibilities under this CD.

3. SPDs shall provide a copy of this CD to each contractor hired to perform the Work and to each person representing any SPD with respect to OU2 or the Work, and shall condition all contracts entered into hereunder upon performance of the Work in conformity with the terms of this CD. SPDs or their contractors shall provide written notice of the CD to all subcontractors hired to perform any portion of the Work. SPDs shall nonetheless be responsible for ensuring that their contractors and subcontractors perform the Work in accordance with the terms of this CD. With regard to the activities undertaken pursuant to this CD, each contractor and subcontractor shall be deemed to be in a contractual relationship with SPDs within the meaning of Section 107(b)(3) of CERCLA, 42 U.S.C. § 9607(b)(3).

#### IV. DEFINITIONS

4. Unless otherwise expressly provided in this CD, terms used in this CD that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this CD or its appendices, the following definitions shall apply solely for purposes of this CD:

“Affected Property” shall mean all real property at OU2 and any other real property where EPA determines, at any time, that access, land, water, or other resource use restrictions, and/or Institutional Controls are needed to implement the Remedial Action, including, but not limited to, the following properties: the J. M. Mills Landfill (Plat 34, Lot 249 and Plat 14, Lot 23); the Nunes Parcel (Plat 12, Lot 21 and Plat 12, Lot 18); an island between these two areas located in the Blackstone River called the “Unnamed Island” (Plat 12, Lot 12); property owned or controlled by the Providence and Worcester Railroad running through OU2; and any additional properties located within the Groundwater Restriction Zone or the Groundwater Buffer Zone.

“CERCLA” shall mean the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601-9675.

“Consent Decree” or “CD” shall mean this consent decree and all appendices attached hereto (listed in Section XXIII). In the event of conflict between this CD and any appendix, this CD shall control.

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

“*De Minimis* Trust” shall mean the Peterson/Puritan, Inc. Superfund Site *De Minimis* Settlement Trust. The Peterson/Puritan, Inc. Superfund Site Settlement *De Minimis* Settlement Trust Agreement is attached hereto at Appendix E.

“DOJ” shall mean the United States Department of Justice and its successor departments, agencies, or instrumentalities.

“Effective Date” shall mean the date upon which the approval of this CD is recorded on the Court’s docket.

“EPA” shall mean the United States Environmental Protection Agency and its 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.

“Future Response Costs” shall mean all costs, including, but not limited to, direct and indirect costs, that the United States incurs in reviewing or developing deliverables submitted pursuant to this CD, in overseeing implementation of the Work, or otherwise implementing, overseeing, or enforcing this CD, including, but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, the costs incurred pursuant to ¶ 11 (Emergencies and Releases), ¶ 12 (Community Involvement) (including the costs of any technical assistance grant under Section 117(e) of CERCLA, 42 U.S.C. § 9617(e)), ¶ 31 (Access to Financial Assurance), Section VII (Remedy Review), Section VIII (Property Requirements) (including the cost of attorney time and any monies paid to secure or enforce access or land, water, or other resource use restrictions and/or to secure, implement, monitor, maintain, or enforce Institutional Controls including the amount of just compensation), and Section XIV (Dispute Resolution), and all litigation costs. Future Response Costs shall also include all Interim Response Costs, and all Interest on Interim Response Costs that has accrued pursuant to 42 U.S.C. § 9607(a) during the period from September 30, 2015 to the Effective Date.

“Groundwater Buffer Zone” shall mean the 400-foot groundwater buffer zone as generally depicted on the map attached as Appendix F or any revised buffer zone (either narrower or wider than the 400-foot buffer) as determined to be necessary pursuant to the provisions of the Statement of Work (“SOW”).

“Groundwater Restriction Zone” shall mean the area located within the Groundwater Compliance Boundary as shown on the map attached as Appendix F.

“Institutional Controls” or “ICs” shall mean Proprietary Controls and state or local laws, regulations, ordinances, zoning restrictions, or other governmental controls or notices that: (a) limit land, water, or other resource use to minimize the potential for human exposure to Waste Material at or in connection with OU2; (b) limit land, water, or other resource use to implement, ensure non-interference with, or ensure the protectiveness of the RA; and/or (c) provide information intended to modify or guide human behavior at or in connection with OU2.

“Interim Response Costs” shall mean all costs, including, but not limited to, direct and indirect costs, (a) paid by the United States in connection with OU2 between September 30, 2015 and the Effective Date, or (b) incurred prior to the Effective Date but paid after that date. Interim Response Costs shall not include costs paid by the United States on or prior to September 30, 2015.

“Interest” shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund, 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. Rates are available online at [http://www.epa.gov/ocfopage/finstatement/superfund/int\\_rate.htm](http://www.epa.gov/ocfopage/finstatement/superfund/int_rate.htm).

“Interest Earned” shall mean interest earned on amounts in the Peterson/Puritan OU2 Disbursement Special Account, which shall be computed monthly at a rate based on the annual return on investments of the EPA Hazardous Substance Superfund. The applicable rate of interest shall be the rate in effect at the time the interest accrues.

“J. M. Mills Landfill” shall mean Plat 34, Lot 249 and Plat 14, Lot 23, as generally depicted on the map attached as Appendix G.

“Municipal Solid Waste” or “MSW” shall mean waste material: (a) generated by a household (including a single or multifamily residence); or (b) generated by a commercial, industrial, or institutional entity, to the extent that the waste material (1) is essentially the same as waste normally generated by a household; (2) is collected and disposed of with other municipal solid waste as part of normal municipal solid waste collection services; and (3) contains a relative quantity of hazardous substances no greater than the relative quantity of hazardous substances contained in waste material generated by a typical single-family household.

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

“Non-Settling Owner” shall mean any person, other than a SD, that owns or controls any Affected Property. The clause “Non-Settling Owner’s Affected Property” means Affected Property owned or controlled by Non-Settling Owner.

“Nunes Parcel” shall mean Plat 12, Lot 21 and Plat 12, Lot 18, as generally depicted on the map attached as Appendix G.

“Operable Unit Two” or “OU2” shall mean the J. M. Mills Landfill, the Nunes Parcel, and an unnamed island (“Unnamed Island”), which were owned and operated by Joseph and Linda Marszalkowski, through their business J. M. Mills, Inc., as a single landfill facility. OU2 also includes property owned by the Providence and Worcester Railroad Company. OU2 is generally depicted on the map attached as Appendix G.

“Operation and Maintenance” or “O&M” shall mean all activities required to operate, maintain, and monitor the effectiveness of the RA as specified in the SOW or any EPA-approved O&M Plan.

“Owner SD” shall mean any SD that owns or controls any Affected Property. The clause “Owner SD’s Affected Property” means Affected Property owned or controlled by an Owner SD.

“Owner” shall mean any party that owns or controls any Affected Property, including the Providence and Worcester Railroad Company, Seaconke Wampanoag Tribe-Wampanoag Nation, Inc., Michael John Realty, Third Mega, LLC, and J. M. Mills, Inc. The clause “Affected Property Owner” means Affected Property owned or controlled by one of these Owners.

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

“Parties” shall mean the United States, the State of Rhode Island, SPDs and Settling *De Minimis* Defendants.

“Past Response Costs” shall mean all costs, including, but not limited to, direct and indirect costs, that the United States and/or the State paid at or in connection with OU2 through September 30, 2015, including Interest on all such costs.

“Performance Standards” shall mean the cleanup levels and other measures of achievement of the remedial action objectives, as set forth in the ROD.

“Peterson/Puritan Special Account” shall mean the special account, within the EPA Hazardous Substance Superfund, established for the Site by EPA pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. § 9622(b)(3).

“Peterson/Puritan OU2 Disbursement Special Account” shall mean the special account, within the EPA Hazardous Substance Superfund, established for OU2 by EPA pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. § 9622(b)(3), and ¶ 41 (Creation of Peterson/Puritan OU2 Disbursement Special Account).

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

“Providence and Worcester Railroad Company Parcel” shall mean the right of way of the Providence and Worcester Railroad Company (Plat 13, Lot 28; Plat 15, Lot 91; Plat 34, Lot 222; and Plat 14, Lot 6) to the extent located within the Groundwater Restriction Zone.

“Pond A” shall mean the pond located on the Unnamed Island, as generally depicted on the map attached as Appendix H.

“Pond D” shall mean the pond located on the Unnamed Island, as generally depicted on the map attached as Appendix H.

“Pond E” shall mean the pond located on the Unnamed Island, as generally depicted in the map attached as Appendix H.

“Proprietary Controls” shall mean easements running with the land that limit land, water, or other resource use and/or provide access rights and that conform to the model restrictive easement attached as Appendix I.

“RCRA” shall mean the Solid Waste Disposal Act, 42 U.S.C. §§ 6901-6992 (also known as the Resource Conservation and Recovery Act).

“Record of Decision” or “ROD” shall mean the EPA Record of Decision relating to Operable Unit 2 signed on September 8, 2015, by the Regional Administrator, EPA Region 1, or his/her delegate, and all attachments thereto. The ROD is attached as Appendix J.

“Remedial Action” or “RA” shall mean the remedial action selected in the ROD.

“Remedial Design” or “RD” shall mean those activities to be undertaken by Settling Performing Defendants to develop final plans and specifications for the RA as stated in the SOW.

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

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

“Settling Defendants” or “SDs” shall mean the parties identified in Appendix A.

“Settling *De Minimis* Defendants” shall mean the parties identified in Appendix C.

“Settling *De Minimis* Federal Agencies” or “SFAs” shall mean the settling federal agencies and their successor departments, agencies, or instrumentalities, identified in Appendix D.

“Settling *De Minimis* Parties” shall mean the Settling *De Minimis* Defendants and the Settling *De Minimis* Federal Agencies.

“Settling Performing Defendants” or “SPDs” shall mean those entities identified in Appendix B.

“Site” shall mean the Peterson/Puritan, Inc. Superfund Site, encompassing approximately 500 acres, located in a mixed industrial/commercial and residential/recreational community along the Blackstone River, which also includes a portion of the Blackstone River Valley National Historical Park between the Ashton Dam to the north and the Pratt Dam to the south in the towns of Cumberland and Lincoln, Rhode Island. The Site also includes the 26-acre Lincoln Quinville Wellfield and the Cumberland Lenox Street municipal water supply.

“State” shall mean the State of Rhode Island.

“State Future Response Costs” shall mean all costs, including but not limited to direct and indirect costs that the State incurs and pays at or in connection with this Consent Decree after the date of lodging, but State Future Response Costs do not include amounts paid or reimbursed to the State by EPA.

“Statement of Work” or “SOW” shall mean the document describing the activities SPDs must perform to implement the RD, the RA, and O&M for OU2, which is attached as Appendix K.

“Supervising Contractor” shall mean the principal contractor retained by SPDs to supervise and direct the implementation of the Work under this CD.

“Transfer” shall mean to sell, assign, convey, lease, mortgage, or grant a security interest in, or where used as a noun, a sale, assignment, conveyance, or other disposition of any interest by operation of law or otherwise.

“United States” shall mean the United States of America and each department, agency, and instrumentality of the United States, including EPA and the SFAs.

“Unnamed Island” shall mean Plat 12, Lot 12, as generally depicted on the map attached as Appendix G.

“Waste Material” shall mean (1) any “hazardous substance” under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (2) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (3) any “solid waste” under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27); (4) any PCB-contaminated material under TSCA and regulations promulgated under it (15 U.S.C. 2601 *et seq.*; 40 C.F.R. Part 761); and (5) any “hazardous materials”, “hazardous substances”, and “hazardous wastes” as defined under Rhode Island General Laws § 23-19.14-3, and the Rhode Island Rules and Regulations for Hazardous Wastes Management.

“Work” shall mean all activities and obligations SPDs are required to perform under this CD, except the activities required under Section XX (Retention of Records).

## V. GENERAL PROVISIONS

5. **Objectives of the Parties.** The objectives of the Parties in entering into this CD are to protect public health or welfare and the environment by the design and implementation of the RD/RA at OU2 by SPDs, to pay the United States’ Interim Response Costs and Future Response Costs, and State Future Response Costs, to resolve the claims of Plaintiffs against SDs with regard to OU2, to resolve the claims of the State and SDs that have been or could have been asserted against the United States with regard to OU2, to resolve all claims that have been or could have been asserted between the SDs with regard to OU2 prior to the Effective Date and to provide the SDs with contribution protections with regard to OU2, all as provided in this CD. With respect to each Settling *De Minimis* Party, the mutual objectives of the Parties are also:

a. to reach a final settlement among the Parties with respect to OU2 pursuant to Section 122(g) of CERCLA, 42 U.S.C. § 9622(g), that allows each Settling *De Minimis* Party to make a cash payment, including a premium, to resolve its alleged civil liability under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, Section 7003 of RCRA, 42 U.S.C. § 6973, and Rhode Island General Laws §§ 23-18.9-1 *et seq.*, and 23-19.1-1 *et seq.*, for injunctive relief with regard to OU2 and for response costs incurred and to be incurred at or in connection with OU2, thereby reducing litigation relating to OU2;

b. to simplify any remaining administrative and judicial enforcement activities concerning OU2 by resolving liability of Settling *De Minimis* Parties and relieving those parties of the administrative burden associated with continued involvement at OU2;

c. to obtain settlement with each Settling *De Minimis* Party for its fair share of response costs incurred and to be incurred at or in connection with OU2 by the EPA Hazardous Substance Superfund, by RIDEM, Settling Defendants, and by other persons by payments to the *De Minimis* Trust to fund, in part, the design and implementation of the RD and RA at OU2 by the SPDs; and

d. to provide for contribution protection with respect to “matters addressed” in this CD as provided in ¶ 100.

**6. Commitments by Settling Performing Defendants, Settling *De Minimis* Defendants, and Settling *De Minimis* Federal Agencies.**

a. SPDs shall finance and perform the Work in accordance with this CD and all deliverables developed by SPDs and approved or modified by EPA pursuant to this CD. SPDs shall pay the United States for its Interim Response Costs and Future Response Costs, and the State for its Future Response Costs, as provided in this CD. SFAs shall pay SPDs for their response costs, as provided in this CD. In no event shall any SFA or Settling *De Minimis* Defendant have any liabilities or responsibilities regarding the Work for which the SPDs are responsible pursuant to Section VI (Performance of the Work by SPDs).

b. SPDs' obligations to finance and perform the Work, including obligations to pay amounts due under this CD, are joint and several. In the event of the insolvency of any SPD or the failure by any SPD to implement any requirement of this CD, the remaining SPDs shall complete all such requirements.

c. Each Settling *De Minimis* Party shall pay or cause to be paid to the *De Minimis* Trust or the Peterson/Puritan OU2 Disbursement Special Account the amount specified for that Settling *De Minimis* Party in Appendix C or D to the this CD, as provided in this CD.

**7. Compliance with Applicable Law.** Nothing in this CD limits SPDs' obligations to comply with the requirements of all applicable federal and state laws and regulations. SPDs must also comply with all applicable or relevant and appropriate requirements of all federal and state environmental laws as set forth in the ROD and the SOW. The activities conducted pursuant to this CD, if approved by EPA, shall be deemed to be consistent with the NCP as provided in Section 300.700(c)(3)(ii) of the NCP.

**8. Permits.**

a. As provided in Section 121(e) of CERCLA, 42 U.S.C. § 9621(e), and Section 300.400(e) of the NCP, no permit shall be required for any portion of the Work conducted entirely on-site (i.e., within the areal extent of contamination or in very close proximity to the contamination and necessary for implementation of the Work). Where any portion of the Work that is not on-site requires a federal or state permit or approval, SPDs shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals.

b. SPDs may seek relief under the provisions of Section XIII (Force Majeure) for any delay in the performance of the Work resulting from a failure to obtain, or a delay in obtaining, any permit or approval referenced in ¶ 8.a and required for the Work, provided that they have submitted timely and complete applications and taken all other actions necessary to obtain all such permits or approvals.

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

## **VI. PERFORMANCE OF THE WORK BY SETTLING PERFORMING DEFENDANTS**

### **9. Coordination and Supervision.**

#### **a. Project Coordinators/Managers.**

(1) SPDs' Project Coordinator must have sufficient technical expertise to coordinate the Work. SPDs' Project Coordinator may not be an attorney representing any SPD in this matter and may not act as the Supervising Contractor. SPDs' Project Coordinator may assign other representatives, including other contractors, to assist in coordinating the Work.

(2) EPA shall designate and notify the SPDs of EPA's Remedial Project Manager and Alternate Remedial Project Manager. EPA may designate other representatives, which may include its employees, contractors and/or consultants, to oversee the Work. EPA's Remedial Project Manager/Alternate Remedial Project Manager will have the same authority as a remedial project manager and/or an on-scene coordinator, as described in the NCP. This includes the authority to halt the Work and/or to conduct or direct any necessary response action when he or she determines that conditions at OU2 constitute an emergency or may present an immediate threat to public health or welfare or the environment due to a release or threatened release of Waste Material.

(3) The State shall designate and notify EPA and the SPDs of its Project Coordinator and Alternate Project Coordinator. The State may designate other representatives, including its employees, contractors and/or consultants to oversee the Work. For any meetings and inspections in which EPA's Remedial Project Manager participates, the State's Project Coordinator also may participate. SPDs shall provide the State with reasonable notice in advance of any such meetings or inspections such that the State can meaningfully participate.

(4) SPDs' Project Coordinators shall meet with EPA's and the State's Project Managers/Coordinators at least monthly.

**b. Supervising Contractor.** SPDs' proposed Supervising Contractor must have sufficient technical expertise to supervise the Work and a quality assurance system that complies with ANSI/ASQC E4-2004, Quality Systems for Environmental Data and Technology Programs: Requirements with Guidance for Use (American National Standard).

#### **c. Procedures for Disapproval/Notice to Proceed.**

(1) SPDs shall designate, and notify EPA, within 10 days after the Effective Date, of the names, contact information, and qualifications of the SPDs' proposed Project Coordinator and Supervising Contractor.

(2) EPA, after a reasonable opportunity for review and comment by the State, shall issue notices of disapproval and/or authorizations to proceed regarding the proposed Project Coordinator and Supervising Contractor, as applicable. If EPA

issues a notice of disapproval, SPDs shall, within 30 days, submit to EPA a list of supplemental proposed Project Coordinators and/or Supervising Contractors, as applicable, including a description of the qualifications of each. EPA, after a reasonable opportunity for review and comment by the State, shall issue a notice of disapproval or authorization to proceed regarding each supplemental proposed coordinator and/or contractor. SPDs may select any coordinator/contractor covered by an authorization to proceed and shall, within 14 days, notify EPA and the State of SPDs' selection.

(3) SPDs may change their Project Coordinator and/or Supervising Contractor, as applicable, by following the procedures of ¶¶ 9.c(1) and 9.c(2).

**10. Performance of Work in Accordance with SOW.** SPDs shall: (a) develop the RD; (b) perform the RA; and (c) operate, maintain, and monitor the effectiveness of the RA; all in accordance with the SOW and all EPA-approved, conditionally-approved, or modified deliverables as required by the SOW. All deliverables required to be submitted for approval under the CD or SOW shall be subject to approval by EPA in accordance with ¶ 6.5 (Approval of Deliverables) of the SOW.

**11. Emergencies and Releases.** SPDs shall comply with the emergency and release response and reporting requirements under ¶ 4.4 (Emergency Response and Reporting) of the SOW. Subject to Section XVI (Covenants by Plaintiffs), nothing in this CD, including ¶ 4.4 of the SOW, limits any authority of Plaintiffs: (a) to take all appropriate action to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Waste Material on, at, or from OU2, or (b) to direct or order such action, or seek an order from the Court, to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Waste Material on, at, or from OU2. If, due to SPDs' failure to take appropriate response action under ¶ 4.4 of the SOW, EPA or, as appropriate, the State takes such action instead, SPDs shall reimburse EPA and the State under Section X (Payments for Response Costs) for all costs of the response action.

**12. Community Involvement.** If requested by EPA or the State, SPDs shall conduct community involvement activities under EPA's or the State's oversight as provided for in, and in accordance with, Section 2 (Community Involvement) of the SOW. Such activities may include, but are not limited to, designation of a Community Involvement Coordinator and implementation of a technical assistance plan. Costs incurred by the United States and/or the State under this Section constitute Future Response Costs and/or State Future Response Costs to be reimbursed under Section X (Payments for Response Costs).

**13. Modification of SOW or Related Deliverables.**

a. If EPA determines that it is necessary to modify the work specified in the SOW and/or in deliverables developed under the SOW in order to achieve and/or maintain the Performance Standards or to carry out and maintain the effectiveness of the RA, and such modification is consistent with the Scope of the Remedy set forth in ¶ 1.3 of the SOW, then EPA may notify SPDs of such modification. If SPDs object to the modification on the ground that it is not needed to achieve and/or maintain the Performance Standards or to carry out and maintain the effectiveness of the RA, or that it is not consistent with the Scope of the Remedy set forth in

¶ 1.3 of the SOW, they may, within 30 days after EPA's notification, seek dispute resolution under Section XIV.

b. The SOW and/or related work plans shall be modified: (1) in accordance with the modification issued by EPA; or (2) if SPDs invoke dispute resolution, in accordance with the final resolution of the dispute. The modification shall be incorporated into and enforceable under this CD, and SPDs shall implement all work required by such modification. SPDs shall incorporate the modification into the deliverable required under the SOW, as appropriate.

c. Nothing in this Paragraph shall be construed to limit EPA's authority to require performance of further response actions by the SPDs as otherwise provided in this CD.

14. Nothing in this CD, the SOW, or any deliverable required under the SOW constitutes a warranty or representation of any kind by Plaintiffs that compliance with the work requirements set forth in the SOW or related deliverable will achieve the Performance Standards.

## VII. REMEDY REVIEW

15. **Periodic Review.** SPDs shall conduct, in accordance with ¶ 6.6(h) (Periodic Review Support Plan) of the SOW, studies and investigations to support EPA's reviews under Section 121(c) of CERCLA, 42 U.S.C. § 9621(c), and applicable regulations, of whether the RA is protective of human health and the environment.

16. **EPA Selection of Further Response Actions.** If EPA determines, at any time, that the RA is not protective of human health and the environment, EPA may in consultation with the State, select further response actions for OU2 in accordance with the requirements of CERCLA and the NCP.

17. **Opportunity to Comment.** SPDs, the State, and, if required by Sections 113(k)(2) or 117 of CERCLA, 42 U.S.C. § 9613(k)(2) or 9617, the public, will be provided with an opportunity to comment on any further response actions proposed by EPA as a result of the review conducted pursuant to Section 121(c) of CERCLA and to submit written comments for the record during the comment period.

18. **Settling Performing Defendants' Obligation to Perform Further Response Actions.** If EPA selects further response actions relating to OU2, EPA may require SPDs to perform such further response actions, but only to the extent that the reopener conditions in ¶ 78 or 79 (United States' Pre- and Post-Certification Reservations) are satisfied. SPDs may invoke the procedures set forth in Section XIV (Dispute Resolution) to dispute (a) EPA's determination that the reopener conditions of ¶ 78 or 79 are satisfied, (b) EPA's determination that the RA is not protective of human health and the environment, or (c) EPA's selection of the further response actions. Disputes regarding EPA's determination that the RA is not protective or EPA's selection of further response actions shall be resolved pursuant to ¶ 59 (Record Review).

19. **Submission of Plans.** If SPDs are required to perform further response actions pursuant to ¶ 18, they shall submit a plan for such response action to EPA for approval in accordance with the procedures of Section VI (Performance of the Work by SPDs). SPDs shall implement the approved plan in accordance with this CD.



## VIII. PROPERTY REQUIREMENTS

20. **Proprietary Controls.** SPDs shall, with respect to any Non-Settling Owner's Affected Property, use best efforts to secure Non-Settling Owner's cooperation in executing and recording; and Owner SD shall, with respect to Owner SD's Affected Property, execute and record, in accordance with the procedures of this ¶ 20, Proprietary Controls that: (i) grant a right of access to conduct any activity regarding the CD, including those activities listed in ¶ 20.a (Access Requirements); and (ii) grant the right to enforce the land, water, or other resource use restrictions set forth in ¶ 20.b (Land, Water, or Other Resource Use Restrictions).

a. **Access Requirements.** The following is a non-exclusive list of activities for which access is required regarding the Affected Property:

- (1) Implementing the Work;
- (2) Monitoring the Work;
- (3) Verifying any data or information submitted to the United States or the State;
- (4) Conducting investigations regarding contamination at or near OU2;
- (5) Obtaining samples;
- (6) Assessing the need for, planning, or implementing additional response actions at or near OU2;
- (7) Assessing implementation of quality assurance and quality control practices as defined in the approved construction quality assurance quality control plan as provided in the SOW;
- (8) Implementing the Work pursuant to the conditions set forth in ¶ 88 (Work Takeover);
- (9) Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by SPDs or their agents, consistent with Section XIX (Access to Information);
- (10) Assessing SPDs' compliance with the CD;
- (11) Determining whether the Affected Property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted under the CD;
- (12) Implementing, monitoring, maintaining, reporting on, and enforcing any land, water, or other resource use restrictions and Institutional Controls; and
- (13) With respect to the Nunes Parcel, an access easement to the Pratt Dam for emergency vehicles.

b. **Land, Water, or Other Resource Use Restrictions.** The following is a non-exclusive list of land, water, or other resource use restrictions applicable to certain areas located within the Affected Property:

- (1) With respect to the Groundwater Restriction Zone:
  1. Prohibiting the extraction, pumping, or use of groundwater for any purpose; and
  2. Prohibiting any other use or activity that would interfere with, adversely affect or otherwise disturb the implementation, integrity, protectiveness or operation of the Remedial Action or other response actions taken at OU2 with the approval of EPA or the State.
- (2) With respect to the Groundwater Buffer Zone, if such a zone is established as a part of the remedial design or at any later point in time:
  1. Prohibiting the extraction, pumping, or use of groundwater for any purpose; except for the private drinking water wells in use as of the Effective Date of this CD, provided that (a) the SPDs perform annual monitoring of these wells and EPA determines, based on this sampling data, that continued use of the wells for drinking water is appropriate and (b) EPA does not make a determination that use of these wells is causing the migration of contamination from the Groundwater Restriction Zone to areas outside the Groundwater Restriction Zone at levels that exceed groundwater performance standards; and
  2. Prohibiting any other use or activity that would interfere with, adversely affect or otherwise disturb the implementation, integrity, protectiveness or operation of the Remedial Action or other response actions taken at OU2 with the approval of EPA or the State.
- (3) With respect to the J. M. Mills Landfill and the Nunes Parcel:
  1. All restrictions applicable to the Groundwater Restriction Zone;
  2. Prohibiting excavation;
  3. Prohibiting residential development;
  4. Prohibiting commercial development unless there is an adequate vapor intrusion/mitigation evaluation and implementation of any mitigation measures required by EPA;
  5. Prohibiting the construction of any buildings with basements or pilings;

6. Prohibiting recreational access to some or all areas within the J. M. Mills Landfill and/or the Nunes Parcel if (a) EPA determines, based on landfill gas analysis and monitoring, as well as other landfill closure considerations, that recreational use of the area covered by the protective cap represents an unacceptable risk to human health or (b) EPA determines that recreational access to areas of restored riparian habitat along the Blackstone River represents an unacceptable risk to human health; and
7. Prohibiting any other use or activity that would interfere with, adversely affect or otherwise disturb the implementation, integrity, protectiveness or operation of the Remedial Action or other response actions taken at OU2 with the approval of EPA or the State.

(4) With respect to the Unnamed Island:

1. All restrictions applicable to the Groundwater Restriction Zone; and
2. Prohibiting any other use or activity that would interfere with, adversely affect or otherwise disturb the implementation, integrity, protectiveness or operation of the Remedial Action or other response actions taken at OU2 with the approval of EPA or the State.

(5) With respect to the Pond A, Pond D and Pond E if, after completion of the Remedial Action, any contamination is left in the sediment in any of the ponds at levels above the applicable remediation goals:

1. All restrictions applicable to the Groundwater Restriction Zone;
2. Prohibiting any disturbance of the subaqueous cover located in any areas where the sediment below the cover is contaminated at levels above the applicable remediation goals; and
3. Prohibiting any other use or activity that would interfere with, adversely affect or otherwise disturb the implementation, integrity, protectiveness or operation of the Remedial Action or other response actions taken at OU2 with the approval of EPA or the State.

Parcel: (6) With respect to the Providence and Worcester Railroad Company

1. All restrictions applicable to the Groundwater Restriction Zone;
2. All restrictions applicable to the J. M. Mills Landfill and the Nunes Parcel with respect to all areas where the cap is constructed; and

3. Prohibiting any other use or activity that would interfere with, adversely affect or otherwise disturb the implementation, integrity, protectiveness or operation of the Remedial Action or other response actions taken at OU2 with the approval of EPA or the State.

c. **Non-Emergency Excavation.**

(1) Prior to the recording of an Easement with respect to any portion of the Affected Property, as required by this Paragraph, excavation of soil shall be permitted notwithstanding the restrictions on activity and use set forth above, subject to the following conditions:

1. The property owner shall submit to EPA a proposed plan for conducting the activity and shall obtain EPA's prior written approval before conducting the activities described in the proposed plan; and
2. The property owner shall conduct the excavation and associated activities in accordance with any conditions EPA may deem necessary to protect human health or to prevent any interference or adverse effect in the implementation, integrity, protectiveness or operation of the Remedial Action performed and/or to be performed at OU2.

(2) After the recording of an Easement with respect to any portion of the Affected Property, as required by this Paragraph, excavation of soil shall be permitted notwithstanding the restrictions on activity and use set forth above in accordance with the terms of the Easement.

d. **Emergency Excavation.**

(1) Prior to the recording of an Easement with respect to the property, as required by this Paragraph, in the event that it becomes necessary to excavate a portion of the property subject to a restriction on excavation as part of a response to an emergency (e.g., emergency repair of utility lines or responding to fire or flood), the activity and use restrictions set forth above shall be temporarily suspended with respect to such excavation for the duration of such response, provided that the party seeking to implement the emergency excavation:

1. Notifies EPA and RIDEM of such emergency as soon as possible but no more than two (2) hours after learning of such emergency;
2. Limits the actual disturbance involved in such excavation to the minimum reasonably necessary to adequately respond to the emergency;

3. Implements all measures necessary to limit actual or potential risk to the public health and environment arising from the emergency and the response thereto;
4. Undertakes precautions to minimize exposure to on-site workers and neighboring individuals and residents of the Site to the hazardous material;
5. Repairs any damage caused to the Remedial Action including, without limitation, any damage to monitoring wells or the cap;
6. Engages an appropriately trained and licensed professional to oversee the implementation of the excavation and associated activities in accordance with the terms of this ¶ 20.d (Emergency Excavation) and to prepare and oversee the implementation of a written plan which, in said professional's opinion, will restore the property to its condition prior to the emergency; said plan to be promptly prepared and implemented; a copy of said plan to be submitted to EPA and RIDEM within 10 days of its implementation, with a statement from said professional that the property has been restored to said condition; further provided that in cases where only minimal excavation has occurred such that there has been no significant impact on the protectiveness of the Remedial Action or where there otherwise has been no significant impact on the Remedial Action, the party seeking to implement the emergency excavation may request EPA to allow it to prepare and submit the plan and statement, without engaging the services of the otherwise required professional; and
7. After the recording of an Easement with respect to the property, as required by this Paragraph, emergency excavation of soil shall be permitted notwithstanding the restrictions on activity and use set forth above in accordance with the terms of the Easement.

e. Response actions, undertaken or approved by EPA or the State including, without limitation, the Remedial Action, shall not be subject to the restrictions set forth above.

f. Once an Easement has been approved and recorded in accordance with this Paragraph, if the restrictions established by the Easement are modified pursuant to its terms, such modifications shall be considered modifications of the restrictions set forth above.

g. **Grantees.** The Proprietary Controls shall be granted to the State, which the State has agreed to accept. EPA shall be granted the right of access and the right to enforce the covenants as a third-party beneficiary, thereby allowing EPA to maintain the right to enforce the Proprietary Controls without acquiring an interest in real property.

h. **Initial Title Evidence.** With respect to each of the six restricted areas set forth in ¶ 20.b ((Land, Water, or Other Resource Use Restrictions) above, as well as any other

area within the Affected Property, SPDs shall, within 60 days after EPA requests that the SPDs begin the process of obtaining the Proprietary Control for such area:

(1) **Record Title Evidence.** Submit to EPA a title insurance commitment or other title evidence acceptable to EPA that: (i) names the State and the SPDs as the parties to be insured; (ii) covers the particular area of the Affected Property that is to be encumbered; (iii) demonstrates that the person or entity that will execute and record the Proprietary Controls is the owner of such Affected Property; (iv) identifies all record matters that affect title to the particular area of the Affected Property, including all prior liens, claims, rights (such as easements), mortgages, and other encumbrances (collectively, “Prior Encumbrances”); and (v) includes complete, legible copies of such Prior Encumbrances; and

(2) **Non-Record Title Evidence.** Submit to EPA a report of the results of an investigation, including a physical inspection of the particular area of the Affected Property, which identifies non-record matters that could affect the title, such as unrecorded leases or encroachments.

i. **Release or Subordination of Prior Liens, Claims, and Encumbrances.**

(1) SPDs shall secure the release, subordination, modification, or relocation of all Prior Encumbrances on the title to the particular area of the Affected Property revealed by the title evidence or otherwise known to any SPD, unless EPA waives this requirement as provided under ¶¶ 20.i(2)-(4).

(2) SPDs may, by the deadline under ¶ 20.h (Initial Title Evidence), submit an initial request for waiver of the requirements of ¶ 20.i(1) regarding one or more Prior Encumbrances, on the ground that such Prior Encumbrance cannot defeat or adversely affect the rights to be granted by the Proprietary Controls and cannot interfere with the remedy or result in unacceptable exposure to Waste Material.

(3) SPDs may, within 90 days after the Effective Date, or if an initial waiver request has been filed, within 60 days after EPA’s determination on the initial waiver request, submit a final request for a waiver of the requirements of ¶ 20.i(1) regarding any particular Prior Encumbrance on the grounds that SPDs could not obtain the release, subordination, modification, or relocation of such Prior Encumbrance despite best efforts.

(4) The initial and final waiver requests must include supporting evidence including descriptions of and copies of the Prior Encumbrances and maps showing areas affected by the Prior Encumbrances. The final waiver request also must include evidence of efforts made to secure release, subordination, modification, or relocation of the Prior Encumbrances.

(5) SPDs shall complete their obligations under ¶ 20.i(1) regarding all Prior Encumbrances: within 180 days after the Effective Date; or if an initial waiver request has been filed, within 135 days after EPA’s determination on the initial waiver request; or if a final waiver request has been filed, within 90 days after EPA’s determination on the final waiver request.

**j. Update to Title Evidence and Recording of Proprietary Controls.**

(1) SPDs shall submit to EPA for review and approval, by the deadline specified in ¶ 20.i(5), all draft Proprietary Controls and draft instruments addressing Prior Encumbrances.

(2) Upon EPA's approval of the proposed Proprietary Control and instrument addressing Prior Encumbrances, SPDs shall, within 15 days, update the original title insurance commitment (or other evidence of title acceptable to EPA) under ¶ 20.h. (Initial Title Evidence). If the updated title examination indicates that no liens, claims, rights, or encumbrances have been recorded since the effective date of the original commitment (or other title evidence), SPDs shall secure the immediate recordation of the Proprietary Controls and instruments addressing Prior Encumbrances in the appropriate land records. Otherwise, SPDs shall secure the release, subordination, modification, or relocation under ¶ 20.i(1), or the waiver under ¶¶ 20.i(2)-(4), regarding any newly-discovered liens, claims, rights, and encumbrances, prior to recording the Proprietary Controls and instruments addressing Prior Encumbrances.

(3) If SPDs submitted a title insurance commitment under ¶ 20.h(1) (Record Title Evidence), then upon the recording of the Proprietary Control and instruments addressing Prior Encumbrances, SPDs shall obtain a title insurance policy that: (i) is consistent with the original title insurance commitment; (ii) is for \$100,000 or other amount approved by EPA; (iii) is issued to the State and the SPDs; and (iv) is issued on a current American Land Title Association (ALTA) form or other form approved by EPA.

(4) SPDs shall, within 30 days after recording the Proprietary Control and instruments addressing Prior Encumbrances, or such other deadline approved by EPA, provide to the United States and to all grantees of the Proprietary Controls: (i) certified copies of the recorded Proprietary Controls and instruments addressing Prior Encumbrances showing the clerk's recording stamps; and (ii) the title insurance policy(ies) or other approved form of updated title evidence dated as of the date of recording of the Proprietary Controls and instruments.

k. SPDs shall monitor, maintain, enforce, and annually report on the status of all Proprietary Controls required under this CD and compliance with those Proprietary Controls.

**21. Agreements Regarding Access and Non-Interference.**

a. SPDs shall, with respect to any Non-Settling Owner's Affected Property, use best efforts to secure, on or before 90 days from the Effective Date, from such Non-Settling Owner an agreement, enforceable by SPDs and by Plaintiffs, providing that such Non-Settling Owner, and Owner SD shall, with respect to Owner SD's Affected Property:

(1) Provide Plaintiffs and the SPDs, and their representatives, contractors, and subcontractors, with access at all reasonable times to such Affected Property to conduct any activity regarding the CD, including those listed in ¶ 20.a (Access Requirements); and

(2) Refrain from using such Affected Property in any manner that EPA determines will: (i) pose an unacceptable risk to human health or to the environment due to exposure to Waste Material, or (ii) interfere with or adversely affect the implementation, integrity, or protectiveness of the Remedial Action. The restrictions include those listed in ¶ 20.b (Land, Water, or Other Resource Use Restrictions).

22. **Best Efforts.** As used in this Section, “best efforts” means the efforts that a reasonable person in the position of SPDs would use so as to achieve the goal in a timely manner, including the cost of employing professional assistance and the payment of reasonable sums of money to secure access and/or use restriction agreements, Proprietary Controls, releases, subordinations, modifications, or relocations of Prior Encumbrances that affect the title to the Affected Property, as applicable. If SPDs are unable to accomplish what is required through “best efforts” in a timely manner, they shall notify the United States and include a description of the steps taken to comply with the requirements. If the United States deems it appropriate, it may assist SPDs or take independent action, in obtaining such access and/or use restrictions, Proprietary Controls, releases, subordinations, modifications, or relocations of Prior Encumbrances that affect the title to the Affected Property, as applicable. All costs incurred by the United States in providing such assistance or taking such action, including the cost of attorney time and the amount of monetary consideration or just compensation paid, constitute Future Response Costs to be reimbursed under Section X (Payments for Response Costs).

23. If EPA determines in a decision document prepared in accordance with the NCP that Institutional Controls in the form of state or local laws, regulations, ordinances, zoning restrictions, or other governmental controls or notices are needed, SPDs shall cooperate with EPA’s and the State’s efforts to secure and ensure compliance with such Institutional Controls.

24. **Transfer and Notice to Successors-in-Title.**

a. Owner SD shall, within 21 days after the Effective Date, submit for EPA approval a notice to be filed regarding Owner SD’s Affected Property in the appropriate land records. The notice must: (1) include a proper legal description of the Affected Property; (2) provide notice to all successors-in-title: (i) that the Affected Property is part of, or related to, OU2; (ii) that EPA has selected a remedy for OU2; and (iii) that potentially responsible parties have entered into a CD requiring implementation of such remedy; and (3) identify the U.S. District Court in which the CD was filed, the name and civil action number of this case, and the date the CD was entered by the Court. Owner SD shall record the notice within 14 days after EPA’s approval of the notice and submit to EPA, within 14 days thereafter, a certified copy of the recorded notice.

b. Owner SD shall not Transfer its Affected Property unless it has: (a) first secured EPA’s approval of, and transferee’s consent to, an agreement that: (i) is enforceable by SPDs and Plaintiffs; and (ii) requires the transferee to provide access to and to refrain from using the Affected Property to the same extent as is provided under ¶ 20.a. (Access Requirements) and ¶ 20.b (Land, Water, or Other Resource Use Restrictions); and (b) executed and recorded all Proprietary Controls and instruments addressing Prior Encumbrances regarding such Affected Property in accordance with ¶ 21 (Proprietary Controls).



c. Owner SD shall, prior to entering into a contract to Transfer Owner SD's Affected Property, or 60 days prior to Transferring Owner SD's Affected Property, whichever is earlier:

(1) Notify the proposed transferee that EPA has selected a remedy regarding OU2, that potentially responsible parties have entered into a Consent Decree requiring implementation of such remedy, and that the United States District Court has entered the CD (identifying the name and civil action number of this case and the date the CD was entered by the Court); and

(2) Notify EPA and the State of the name and address of the proposed transferee and provide EPA and the State with a copy of the notice that it provided to the proposed transferee.

25. In the event of any Transfer of the Affected Property, unless the United States otherwise consents in writing, SPDs shall continue to comply with their obligations under the CD, including their obligation to secure access and ensure compliance with any land, water, or other resource use restrictions regarding the Affected Property and to implement, maintain, monitor, and report on Institutional Controls.

26. Notwithstanding any provision of the CD, Plaintiffs retain all of their access authorities and rights, as well as all of their rights to require land, water, or other resource use restrictions and Institutional Controls, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statute or regulations.

## **IX. FINANCIAL ASSURANCE**

27. In order to ensure completion of the Work, SPDs shall secure financial assurance, initially in the amount of \$32 million, which is approximately equal to the \$40.3 million estimated remedy cost in the ROD minus the approximately \$8.3 million to be placed in the Peterson/Puritan OU2 Disbursement Special Account ("Estimated Cost of the Work"), for the benefit of EPA. The financial assurance must be one or more of the mechanisms listed below, in a form substantially identical to the relevant sample documents available from the "Financial Assurance" category on the Cleanup Enforcement Model Language and Sample Documents Database at <http://cfpub.epa.gov/compliance/models/>, and satisfactory to EPA. SPDs may use multiple mechanisms only if they are limited to surety bonds guaranteeing payment, letters of credit, trust funds, and/or insurance policies.

a. A surety bond guaranteeing payment and/or performance of the Work that is issued by a surety company among those listed as acceptable sureties on federal bonds as set forth in Circular 570 of the U.S. Department of the Treasury;

b. An irrevocable letter of credit, payable to or at the direction of EPA, that is issued by an entity that has the authority to issue letters of credit and whose letter-of-credit operations are regulated and examined by a federal or state agency;

c. A trust fund established for the benefit of EPA that is administered by a trustee that has the authority to act as a trustee and whose trust operations are regulated and examined by a federal or state agency or a trust fund in the form attached at Appendix E;

d. A policy of insurance that provides EPA with acceptable rights as a beneficiary thereof and that is issued by an insurance carrier that has the authority to issue insurance policies in the applicable jurisdiction(s) and whose insurance operations are regulated and examined by a federal or state agency;

e. A demonstration by one or more SPDs that each such SPD meets the relevant financial test criteria of 40 C.F.R. § 264.143(f) and reporting requirements of this Section for the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; or

f. A guarantee to fund or perform the Work executed in favor of EPA by one of the following: (1) a direct or indirect parent company of a SPD; or (2) a company that has a “substantial business relationship” (as defined in 40 C.F.R. § 264.141(h)) with a SPD; provided, however, that any company providing such a guarantee must demonstrate to EPA’s satisfaction that it meets the relevant financial test criteria of 40 C.F.R. § 264.143(f) and reporting requirements of this Section for the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee.

28. Within 30 days after the Effective Date, or 30 days after EPA’s approval of the form and substance of SPDs’ financial assurance, whichever is later, SPDs shall secure all executed and/or otherwise finalized mechanisms or other documents consistent with the EPA-approved form of financial assurance and shall submit such mechanisms and documents to the Regional Financial Management Officer, to the United States, and to EPA and the State as specified in Section XXI (Notices and Submissions). SPDs have selected, and EPA has found satisfactory, the following financial assurance mechanisms: the Peterson/Puritan, Inc. Superfund Site *De Minimis* Settlement Trust Agreement, letter(s) of credit and/or surety payment bond(s) totaling \$32 million. The financial assurance mechanisms shall be in the form as set forth in Appendix E and prepared in accordance with ¶ 27.

29. If SPDs provide financial assurance by means of a demonstration or guarantee under ¶ 27.e or 27.f, the affected SPDs shall also comply and shall ensure that their guarantors comply with the other relevant criteria and requirements of 40 C.F.R. § 264.143(f) and this Section, including, but not limited to: (a) the initial submission to EPA of required documents from the affected entity’s chief financial officer and independent certified public accountant no later than 30 days after the Effective Date; (b) the annual resubmission of such documents within 90 days after the close of each such entity’s fiscal year; and (c) the notification of EPA no later than 30 days, in accordance with ¶ 30, after any such entity determines that it no longer satisfies the relevant financial test criteria and requirements set forth at 40 C.F.R. § 264.143(f)(1). SPDs agree that EPA may also, based on a belief that an affected entity may no longer meet the financial test requirements of ¶ 27.e or 27.f, require reports of financial condition at any time from such entity in addition to those specified in this Paragraph. For purposes of this Section, references in 40 C.F.R. Part 264, Subpart H, to: (1) the terms “current closure cost estimate,” “current post-closure cost estimate,” and “current plugging and abandonment cost estimate” mean the Estimated Cost of the Work; (2) the phrase “the sum of the current closure and post-closure cost estimates and the current plugging and abandonment cost estimates” means the sum

of all environmental obligations (including obligations under CERCLA, RCRA, and any other federal, state, or tribal environmental obligation) guaranteed by such company or for which such company is otherwise financially obligated in addition to the Estimated Cost of the Work under this CD; (3) the terms “owner” and “operator” mean each SPD making a demonstration or obtaining a guarantee under ¶ 27.e or 27.f; and (4) the terms “facility” and “hazardous waste management facility” mean OU2.

30. SPDs shall diligently monitor the adequacy of the financial assurance. If any SPD becomes aware of any information indicating that the financial assurance provided under this Section is inadequate or otherwise no longer satisfies the requirements of this Section, such SPD shall notify EPA of such information within 14 days. If EPA determines that the financial assurance provided under this Section is inadequate or otherwise no longer satisfies the requirements of this Section, EPA will notify the affected SPD of such determination. SPDs shall, within 30 days after notifying EPA or receiving notice from EPA under this Paragraph, secure and submit to EPA for approval a proposal for a revised or alternative financial assurance mechanism that satisfies the requirements of this Section. EPA may extend this deadline for such time as is reasonably necessary for the affected SPD, in the exercise of due diligence, to secure and submit to EPA a proposal for a revised or alternative financial assurance mechanism, not to exceed 60 days. SPDs shall follow the procedures of ¶ 32 (Modification of Financial Assurance) in seeking approval of, and submitting documentation for, the revised or alternative financial assurance mechanism. SPDs’ inability to secure and submit to EPA financial assurance in accordance with this Section shall in no way excuse performance of any other requirements of this CD, including, without limitation, the obligation of SPDs to complete the Work in accordance with the terms of this CD.

**31. Access to Financial Assurance.**

a. If EPA issues a notice of implementation of a Work Takeover under ¶ 89.b, then, in accordance with any applicable financial assurance mechanism, EPA is entitled to: (1) the performance of the Work; and/or (2) require that any funds guaranteed be paid in accordance with ¶ 31.d.

b. If EPA is notified by the issuer of a financial assurance mechanism that it intends to cancel such mechanism, and the affected SPD fails to provide an alternative financial assurance mechanism in accordance with this Section at least 30 days prior to the cancellation date, the funds guaranteed under such mechanism must be paid prior to cancellation in accordance with ¶ 31.d.

c. If, upon issuance of a notice of implementation of a Work Takeover under ¶ 89.b, either: (1) EPA is unable for any reason to promptly secure the resources guaranteed under any applicable financial assurance mechanism, whether in cash or in kind, to continue and complete the Work; or (2) the financial assurance is provided under ¶ 27.e or 27.f, then EPA may demand an amount, as determined by EPA, sufficient to cover the cost of the remaining Work to be performed. SPDs shall, within 21 days of such demand, pay the amount demanded as directed by EPA.

d. Any amounts required to be paid under this ¶ 31 shall be, as directed by EPA: (i) paid to EPA in order to facilitate the completion of the Work by EPA or by another

person; or (ii) deposited into an interest-bearing account, established at a duly chartered bank or trust company that is insured by the FDIC, in order to facilitate the completion of the Work by another person. If payment is made to EPA, EPA may deposit the payment into the EPA Hazardous Substance Superfund or into the Peterson/Puritan OU2 Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with OU2, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

e. All EPA Work Takeover costs not paid under this ¶ 31 must be reimbursed as Future Response Costs under Section X (Payments for Response Costs).

32. **Modification of Amount, Form, or Terms of Financial Assurance.** SPDs may submit, on any anniversary of the Effective Date or at any other time agreed to by the Parties, a request to reduce the amount, or change the form or terms, of the financial assurance mechanism. Any such request must be submitted to EPA in accordance with ¶ 28, and must include an estimate of the cost of the remaining Work, an explanation of the bases for the cost calculation, and a description of the proposed changes, if any, to the form or terms of the financial assurance. EPA will notify SPDs of its decision to approve or disapprove a requested reduction or change pursuant to this Paragraph. SPDs may reduce the amount of the financial assurance mechanism only in accordance with: (a) EPA's approval; or (b) if there is a dispute, the agreement, final administrative decision, or final judicial decision resolving such dispute under Section XIV (Dispute Resolution). Any decision made by EPA on a request submitted under this Paragraph to change the form or terms of a financial assurance mechanism shall be made in EPA's sole and unreviewable discretion, and such decision shall not be subject to challenge by SPDs pursuant to the dispute resolution provisions of this CD or in any other forum. Within 30 days after receipt of EPA's approval of, or the agreement or decision resolving a dispute relating to, the requested modifications pursuant to this Paragraph, SPDs shall submit to EPA documentation of the reduced, revised, or alternative financial assurance mechanism in accordance with ¶ 28.

33. **Release, Cancellation, or Discontinuation of Financial Assurance.** SPDs may release, cancel, or discontinue any financial assurance provided under this Section only: (a) if EPA issues a Certification of Work Completion under ¶ 4.7 (Certification of Work Completion) of the SOW; (b) in accordance with EPA's approval of such release, cancellation, or discontinuation; or (c) if there is a dispute regarding the release, cancellation or discontinuance of any financial assurance, in accordance with the agreement, final administrative decision, or final judicial decision resolving such dispute under Section XIV (Dispute Resolution).

## **X. PAYMENTS FOR RESPONSE COSTS**

34. **Settling *De Minimis* Parties.** EPA has determined based, in part, on the information provided by certain SPDs to EPA that is described in ¶ 119, the following:

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

b. the payment to be made by each Settling *De Minimis* Party under this CD involves only a minor portion of the response costs at OU2 within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1); and

c. the amount of hazardous substances contributed to OU2 by each Settling *De Minimis* Party and the toxic or other hazardous effects of the hazardous substances contributed to OU2 by each Settling *De Minimis* Party are minimal in comparison to other hazardous substances at OU2 within the meaning of Section 122(g)(1)(A) of CERCLA, 42 U.S.C. § 9622(g)(1)(A). Each Settling *De Minimis* Party contributed wastes in amounts not exceeding 2% of the approximate 2,217,000 cubic yard total volume of waste material identified by the ROD as having been disposed of at OU2, and the hazardous substances contributed by each Settling *De Minimis* Party to OU2 are not significantly more toxic or of significantly greater hazardous effect than other hazardous substances at OU2.

**35. Payments by Settling *De Minimis* Defendants.** Within 30 days of the Effective Date, each Settling *De Minimis* Defendant shall pay or cause to be paid to the *De Minimis* Trust the amount specified for that Settling *De Minimis* Defendant in Appendix C, except for the payments to be made by Microfibres, Inc. (“Microfibres”) and Kmart Corporation (“Kmart”), which shall be made as set forth in ¶¶ 35.a and 35.b below. Each Settling *De Minimis* Defendant’s full settlement amount shall be deposited into the *De Minimis* Trust by Electronic Funds Transfer in accordance with instructions provided by the SPDs after the Effective Date. At the time of payment into the *De Minimis* Trust, each Settling *De Minimis* Defendant shall send or cause to be sent, to the United States and the State, and a designated representative of the SPDs, notice evidencing that payment has been made in accordance with Section XXI (Notices and Submissions). In the event that any payment by any Settling *De Minimis* Defendant is not made within 30 days of the Effective Date, Settling *De Minimis* Defendants shall pay Interest on the unpaid balance which shall begin to accrue on the Effective Date. The funds contributed to the *De Minimis* Trust by the Settling *De Minimis* Defendants pursuant to this Paragraph shall be used by the SPDs to fund the Work, and shall be disbursed by the SPDs in accordance with the terms of the *De Minimis* Trust Agreement.

a. **Microfibres Payment.** On January 29, 2016, Microfibres filed a petition for relief under Chapter 7 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Rhode Island, which has been assigned case number 1:16-bk-10154. The United States Trustee has appointed Joseph M. DiOrio to act as the Chapter 7 trustee (“Trustee”). The SPDs expect to file a proof of claim in the bankruptcy proceeding with respect to the liability of Microfibres at OU2 and to enter into a settlement with the Trustee whereby the SPDs will have an allowed general unsecured claim in the bankruptcy in the amount of \$750,000 with respect to such liability. After approval of that settlement by the bankruptcy court, the Trustee shall pay the distribution amount with respect to such allowed claim to the *De Minimis* Trust in accordance with ¶ 35. Such payment to the *De Minimis* Trust shall be made on the later of (a) the distribution date in the bankruptcy proceeding or (b) 30 days after the Effective Date.

b. **Kmart Payment.** Within 30 days of the Effective Date, Kmart shall make a payment to EPA in the amount specified in Appendix C, in accordance with a Settlement Agreement approved on July 15, 2003 by the United States Bankruptcy Court for the Northern District of Illinois in In re Kmart Corporation, No. 02-02474. The total amount of the payment

shall be deposited by EPA in the Peterson/Puritan OU2 Disbursement Special Account. The Financial Litigation Unit (FLU) of the United States Attorney's Office for the District of Rhode Island shall provide instructions regarding making this payment to DOJ on behalf of EPA. The instructions must include a Consolidated Debt Collection System (CDCS) number to identify that the payment is being made under this CD. The payment shall be made by Fedwire Electronic Funds Transfer (EFT) to the U.S. DOJ account and include references to the CDCS Number, Site/Spill ID Number 0140, and DJ Number 90-11-3-1233/9. Kmart shall send a notice with respect to the payment, including references to the CDCS, Site/Spill ID, and DJ numbers, to the United States, EPA, and the EPA Cincinnati Finance Center.

**36. Payments by Settling *De Minimis* Federal Agencies.**

a. Payment to SPDs. As soon as reasonably practicable after the Effective Date, the United States Postal Service, on its own behalf, shall pay \$520,000, and the United States, on behalf of the remaining SFAs, shall pay \$455,000 to the *De Minimis* Trust. The SFAs' settlement amounts shall be deposited into the *De Minimis* Trust by Electronic Funds Transfer in accordance with instructions to be provided by the SPDs after the Effective Date.

b. Interest. In the event that any payment required by ¶ 36.a is not made within 120 days after the United States receives payment instructions from the SPDs in accordance with ¶ 36.a or 120 days after the Effective Date, whichever is later, the United States Postal Service, on its own behalf, and the United States, on behalf of remaining SFAs, shall pay Interest on the unpaid balance, with such Interest commencing on the 121st day after the United States receives the payment instructions or the 121st day after the Effective Date, whichever is later, and accruing through the date of the payment.

c. The Parties to this CD recognize and acknowledge that the payment obligations of the SFAs under this CD (with the exception of the obligations of the United States Postal Service) can only be paid from appropriated funds legally available for such purpose. Nothing in this CD shall be interpreted or construed as a commitment or requirement that any SFA obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable provision of law.

**37. Payments by SPDs for Future Response Costs.** SPDs shall pay to EPA all Future Response Costs not inconsistent with the NCP.

a. Periodic Bills. On a periodic basis, EPA will send SPDs a bill requiring payment that includes a Regionally-prepared cost summary, which includes direct and indirect costs incurred by EPA, its contractors, subcontractors, and DOJ. SPDs shall make all payments within 30 days after SPDs' receipt of each bill requiring payment, except as otherwise provided in ¶ 39, in accordance with ¶ 38 (instructions for Future Response Cost payments).

b. Deposit of Future Response Costs Payments. The total amount to be paid by SPDs pursuant to ¶ 37.a (Periodic Bills) shall be deposited by EPA in the Peterson/Puritan OU2 Special Account to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund, provided, however, that EPA may deposit a Future Response Costs payment directly into the EPA Hazardous Substance Superfund if, at the time the payment is received, EPA estimates that the Peterson/Puritan OU2 Special Account balance is sufficient to address

currently anticipated future response actions to be conducted or financed by EPA at or in connection with the Site. Any decision by EPA to deposit a Future Response Costs payment directly into the EPA Hazardous Substance Superfund for this reason shall not be subject to challenge by SPDs pursuant to the dispute resolution provisions of this CD or in any other forum.

c. **Payments by SPDs to State.** SPDs shall pay to the State all State Future Response Costs not inconsistent with the NCP. The State will send SPDs a bill requiring payment that includes a State-prepared cost summary, which includes direct and indirect costs incurred by the State and its contractors and subcontractors on a periodic basis. SPDs shall make all payments within 30 days after SPDs' receipt of each bill requiring payment, except as otherwise provided in ¶ 39 (Contesting Future Response Costs). SPDs shall make all payments to the State required by this Paragraph in accordance with one of the following payment methods:

(1) For payment by Automated Clearinghouse (ACH), payment shall be made as follows:

Bank of America  
Government Service Center  
175 Addison Road  
Windsor, CT 06095  
Routing Number 01150001  
Check Digit 0  
Account Title: State of Rhode Island General Fund

(2) For all payment by official bank check, payment shall be payable to and delivered as follows:

“General Treasurer” (for deposit in the Environmental Response Fund)  
Rhode Island Department of Environmental Management  
235 Promenade Street  
Providence, RI 02908

**38. Instructions for Payments to the United States of Future Response Costs and Stipulated Penalties.**

Choose one of the four options below for payment by EFT, by ACH, online, or by check.

(1) For all payments subject to this ¶ 38, SPDs shall make such payment by Fedwire EFT, referencing the Site/Spill ID and DJ numbers. The Fedwire EFT payment must be sent as follows:

Federal Reserve Bank of New York  
ABA = 021030004  
Account = 68010727  
SWIFT address = FRNYUS33  
33 Liberty Street  
New York NY 10045  
Field Tag 4200 of the Fedwire message should read  
“D 68010727 Environmental Protection Agency”

(2) For all payments subject to this ¶ 38, SPDs shall make such payment by Automated Clearinghouse (ACH) payment as follows:

PNC Bank  
808 17th Street, NW  
Washington, DC 20074  
Contact: Jesse White 301-887-6548  
ABA = 051036706  
Transaction Code 22 - checking  
Environmental Protection Agency  
Account 310006  
CTX Format

(3) For all payments subject to this ¶ 38, SPDs shall make such payment at <https://www.pay.gov> to the U.S. EPA account in accordance with instructions to be provided to SPDs by EPA following lodging of the CD.

(4) For all payments subject to this ¶ 38, SPDs shall make such payment by official bank check(s) made payable to “EPA Hazardous Substance Superfund,” referencing the name and address of the party making the payment. SPDs shall send the check(s) to:

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

(5) For all payments made under this ¶ 38, SPDs must include references to the Site/Spill ID and DJ numbers. At the time of any payment required to be made in accordance with ¶ 38, SPDs shall send notices that payment has been made to the United States, EPA, and the EPA Cincinnati Finance Center, all in accordance with ¶ 114. All notices must include references to the Site/Spill ID and DJ numbers.

**39. Contesting Future Response Costs.** SPDs may submit a Notice of Dispute, initiating the procedures of Section XIV (Dispute Resolution), regarding any Future Response Costs or any State Future Response Costs billed under ¶ 34 (Payments by SPDs for Future Response Costs) if they determine that EPA or the State has made a mathematical error or included a cost item that is not within the definition of Future Response Costs or State Future Response Costs, or if they believe EPA or the State incurred excess costs as a direct result of an EPA or State action that was inconsistent with a specific provision or provisions of the NCP.



Such Notice of Dispute shall be submitted in writing within 30 days after receipt of the bill and must be sent to the United States (if the United States' accounting is being disputed) or the State (if the State's accounting is being disputed) pursuant to Section XXI (Notices and Submissions). Such Notice of Dispute shall specifically identify the contested Future Response Costs or State Future Response Costs and the basis for objection. If SPDs submit a Notice of Dispute, SPDs shall pay all uncontested Future Response Costs to the United States and all uncontested State Future Response Costs to the State within 30 days after SPDs' receipt of the bill requiring payment. Simultaneously, SPDs shall establish, in a duly chartered bank or trust company, an interest-bearing escrow account that is insured by the Federal Deposit Insurance Corporation ("FDIC"), and remit to that escrow account funds equivalent to the amount of the contested Future Response Costs or State Future Response Costs. SPDs shall send to the United States or the State, as appropriate, as provided in Section XXI (Notices and Submissions), a copy of the transmittal letter and check paying the uncontested Future Response Costs or State Future Response Costs, and a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account. If the United States or the State prevails in the dispute, SPDs shall pay the sums due (with accrued Interest) to the United States or the State, if State costs are disputed, within 7 days after the resolution of the dispute. If SPDs prevail concerning any aspect of the contested costs, SPDs shall pay that portion of the costs (plus associated accrued Interest) for which they did not prevail to the United States or the State, if State costs are disputed, within 14 days after the resolution of the dispute. SPDs shall be disbursed any balance of the escrow account. All payments to the United States under this Paragraph shall be made in accordance with ¶ 38 (instructions for future response cost payments). The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section XIV (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding SPDs' obligation to reimburse the United States and the State for their respective Future Response Costs.

40. **Interest.** In the event that any payment for Future Response Costs or State Future Response Costs required under this Section is not made by the date required, SPDs shall pay Interest on the unpaid balance. The Interest on Future Response Costs and State Future Response Costs shall begin to accrue on the date of the bill. The Interest shall accrue through the date of SPDs' payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to Plaintiffs by virtue of SPDs' failure to make timely payments under this Section including, but not limited to, payment of stipulated penalties pursuant to ¶ 63 (Stipulated Penalty Amounts – Work).

## **XI. DISBURSEMENT OF SPECIAL ACCOUNT FUNDS**

41. **Creation of Peterson/Puritan OU2 Disbursement Special Account and Agreement to Disburse Funds to Settling Performing Defendants.**

a. Within 45 days after the Effective Date, EPA shall establish the Peterson/Puritan OU2 Disbursement Special Account and shall transfer \$8,360,465.00 from the Peterson/Puritan OU2 Special Account to the Peterson/Puritan OU2 Disbursement Special Account.

b. On February 4, 2016, the United States Bankruptcy Court for the District of Delaware approved a settlement agreement entered into by the United States and debtor Reichhold Holdings US, Inc., in In re Reichhold Holdings US, Inc., No. 14-12238-MFW. Under that settlement agreement, the United States has an allowed general unsecured claim in the amount of \$205,211.00 with respect to OU2. Within 45 days of receiving any distribution with respect to that allowed claim, EPA shall transfer such funds to the Peterson/Puritan OU2 Disbursement Special Account.

c. The payment to be made by Kmart pursuant to ¶ 35.b shall also be placed in the Peterson/Puritan OU2 Disbursement Special Account.

d. Subject to the terms and conditions set forth in this Section, EPA agrees to make the funds in the Peterson/Puritan OU2 Disbursement Special Account, including Interest Earned on the funds in the Peterson/Puritan OU2 Disbursement Special Account, available for disbursement to SPDs as partial reimbursement for performance of the Work. EPA shall disburse funds from the Peterson/Puritan OU2 Disbursement Special Account to SPDs in accordance with the procedures and milestones for phased disbursement set forth in this Section.

**42. Timing, Amount, and Method of Disbursing Funds From the Peterson/Puritan OU2 Disbursement Special Account.** Within 45 days after EPA's receipt of each Cost Summary and Certification required by ¶ 43 to be submitted upon the completion of each milestone of the Work as defined below, or if EPA has requested additional information under ¶ 43.b or a revised Cost Summary and Certification under ¶ 43.b, within 45 days after receipt of the additional information or revised Cost Summary and Certification, and subject to the conditions set forth in this Section, EPA shall disburse funds from the Peterson/Puritan OU2 Disbursement Special Account in the amounts set forth below. However, in no event shall EPA be required to disburse funds in an amount, considering all prior disbursements, greater than the total costs previously incurred and paid for the Work, excluding costs not eligible for disbursement under ¶ 44 (Costs Excluded From Disbursement).

Milestone	Disbursement of Funds
EPA Approval of the PDI Report	\$750,000
EPA Approval of the Final (100%) RD	\$750,000
2 years of Work Implementation after RA mobilization	\$2 million
3 years of Work implementation after RA mobilization	\$3 million
EPA Certification of RA Completion	Remainder of funds in the Peterson/Puritan OU2 Disbursement Special Account

EPA shall disburse the funds from the Peterson/Puritan OU2 Disbursement Special Account to SPDs in the following manner:

If paying by check:

J.M. Mills NPL Site Escrow Account  
c/o de maximis, inc.  
450 Montbrook Lane  
Knoxville, TN 37919

If paying by wire transfers or ACH:

Pinnacle National Bank  
211 Commerce Street  
Nashville, TN 37201  
ABA: 064008637  
A/C: 5528590

**43. Requests for Disbursement of Special Account Funds.**

a. Within 45 days after issuance of EPA’s written confirmation that a milestone of the Work, as defined in ¶ 42 (Timing, Amount, and Method of Disbursing Funds), has been satisfactorily completed, SPDs shall submit to EPA a Cost Summary and Certification, as defined in ¶ 43.b, covering the Work performed up to the date of the completion of that milestone. SPDs shall not include in any submission costs included in a previous Cost Summary and Certification.

b. Each Cost Summary and Certification shall include a complete and accurate written cost summary and certification of the necessary costs incurred and paid by SPDs for the Work covered by the particular submission, excluding costs not eligible for disbursement under ¶ 44 (Costs Excluded from Disbursement). Each Cost Summary and Certification shall contain the following statement signed by the Chief Financial Officer of a SPD or a designated representative of the SPDs or an Independent Certified Public Accountant (the “Designated Representative”):

To the best of my knowledge, after thorough investigation and review of SPDs’ documentation of costs incurred and paid for Work performed pursuant to this CD [insert, as appropriate: “up to the date of completion of milestone 1,” “between the date of completion of milestone 1 and the date of completion of milestone 2,” or “between the date of completion of milestone 2 and the date of completion of the milestone 3,”] I certify that the information contained in or accompanying this submission is true, accurate, and complete. I am aware that there are significant penalties for knowingly submitting false information, including the possibility of fine and imprisonment.

The Designated Representative shall also provide EPA a list of the documents that he or she reviewed in support of the Cost Summary and Certification. Upon request by EPA, SPDs shall submit to EPA any additional information that EPA deems necessary for its review and approval of a Cost Summary and Certification.

c. If EPA finds that a Cost Summary and Certification includes a mathematical error, costs excluded under ¶ 44 (Costs Excluded from Disbursement), costs that are inadequately documented, or costs submitted in a prior Cost Summary and Certification, it will notify SPDs and provide them an opportunity to cure the deficiency by submitting a revised

Cost Summary and Certification. If SPDs fail to cure the deficiency within 45 days after being notified of, and given the opportunity to cure, the deficiency, EPA will recalculate SPDs' costs eligible for disbursement. SPDs may dispute EPA's recalculation under this Paragraph pursuant to Section XIV (Dispute Resolution). In no event shall SPDs be disbursed funds from the Peterson/Puritan OU2 Disbursement Special Account in excess of amounts properly documented in a Cost Summary and Certification accepted or modified by EPA.

44. **Costs Excluded from Disbursement.** The following costs are excluded from, and shall not be sought by SPDs for, disbursement from the Peterson/Puritan OU2 Disbursement Special Account: (a) response costs paid pursuant to Section X (Payments for Future Response Costs); (b) any other payments made by SPDs to the United States or the State pursuant to this CD, including, but not limited to, any interest or stipulated penalties paid pursuant to Section X (Payments for Future Response Costs) or XV (Stipulated Penalties); (c) attorneys' fees and costs, except for reasonable attorneys' fees and costs necessarily related to obtaining access or institutional controls as required by Section VIII (Property Requirements); (d) costs of any response activities SPDs perform that are not required under, or approved by EPA pursuant to, this CD; (e) costs related to SPDs' litigation, settlement, development of potential contribution claims, or identification of defendants; (f) internal costs of SPDs, including but not limited to, salaries, travel, or in-kind services, except for those costs that represent the work of employees of SPDs directly performing the Work; (g) any costs incurred by SPDs prior to the Effective Date; or (h) any costs incurred by SPDs pursuant to Section XIV (Dispute Resolution).

45. **Termination of Disbursements from the Special Account.** EPA's obligation to disburse funds from the Peterson/Puritan OU2 Disbursement Special Account under this CD shall terminate upon EPA's determination that SPDs: (a) have knowingly submitted a materially false or misleading Cost Summary and Certification; (b) have submitted a materially inaccurate or incomplete Cost Summary and Certification, and have failed to correct the materially inaccurate or incomplete Cost Summary and Certification within 45 days after being notified of, and given the opportunity to cure, the deficiency; or (c) failed to submit a Cost Summary and Certification as required by ¶ 43 (Requests for Disbursement of Special Account Funds) 45 days (or such longer period as EPA agrees) after being notified that EPA intends to terminate its obligation to make disbursements pursuant to this Section because of SPDs' failure to submit the Cost Summary and Certification as required by ¶ 43 (Requests for Disbursement of Special Account Funds). EPA's obligation to disburse funds from the Peterson/Puritan OU2 Disbursement Special Account under this CD shall also terminate upon EPA's assumption of performance of any portion of the Work pursuant to ¶ 89 (Work Takeover), when such assumption of performance of the Work is not challenged by SPDs or, if challenged, is upheld under Section XIV (Dispute Resolution). SPDs may dispute EPA's termination of special account disbursements under Section XIV.

46. **Recapture of Special Account Disbursements.** Upon termination of disbursements from the Peterson/Puritan OU2 Disbursement Special Account under ¶ 45 (Termination of Disbursements from the Special Account), if EPA has previously disbursed funds from the Peterson/Puritan OU2 Disbursement Special Account for activities specifically related to the reason for termination, *e.g.*, discovery of a materially false or misleading submission after disbursement of funds based on that submission, EPA shall submit a bill to SPDs for those amounts already disbursed from the Peterson/Puritan OU2 Disbursement Special

Account specifically related to the reason for termination, plus Interest on that amount covering the period from the date of disbursement of the funds by EPA to the date of repayment of the funds by SPDs. Within 14 days after receipt of EPA's bill, SPDs shall reimburse the EPA Hazardous Substance Superfund for the total amount billed. Payment shall be made in accordance with ¶ 38 (instructions for future response cost payments). Upon receipt of payment, EPA may deposit all or any portion thereof in the Peterson/Puritan OU2 Special Account, the Peterson/Puritan OU2 Disbursement Special Account, or the EPA Hazardous Substance Superfund. The determination of where to deposit or how to use the funds shall not be subject to challenge by SPDs pursuant to the dispute resolution provisions of this CD or in any other forum. SPDs may dispute EPA's determination as to recapture of funds pursuant to Section XIV (Dispute Resolution).

47. **Balance of Special Account Funds.** After EPA's completion of all disbursements to SPDs in accordance with this Section, if any funds remain in the Peterson/Puritan OU2 Disbursement Special Account, EPA may transfer such funds to the Peterson/Puritan OU2 Special Account or to the EPA Hazardous Substance Superfund. Any transfer of funds to the Peterson/Puritan OU2 Special Account or the EPA Hazardous Substance Superfund shall not be subject to challenge by SPDs pursuant to the dispute resolution provisions of this CD or in any other forum.

## **XII. INDEMNIFICATION AND INSURANCE**

48. **Settling Performing Defendants' Indemnification of the United States and the State.**

a. The United States and the State do not assume any liability by entering into this CD or by virtue of any designation of SPDs as EPA's authorized representatives under Section 104(e) of CERCLA, 42 U.S.C. § 9604(e). SPDs shall indemnify, save, and hold harmless the United States and the State and their officials, agents, employees, contractors, subcontractors, and representatives for or from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of SPDs, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on SPDs' behalf or under their control, in carrying out activities pursuant to this CD, including, but not limited to, any claims arising from any designation of SPDs as EPA's authorized representatives under Section 104(e) of CERCLA. Further, SPDs agree to pay the United States and the State all costs they incur including, but not limited to, attorneys' fees and other expenses of litigation and settlement arising from, or on account of, claims made against the United States and the State based on negligent or other wrongful acts or omissions of SPDs, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in carrying out activities pursuant to this CD. Neither the United States nor the State shall be held out as a party to any contract entered into by or on behalf of SPDs in carrying out activities pursuant to this CD. Neither SPDs nor any such contractor shall be considered an agent of the United States or the State.

b. The United States and the State, respectively, shall give SPDs notice of any claim for which the United States or the State plans to seek indemnification pursuant to this ¶ 48, and shall consult with SPDs prior to settling such claim.

49. SPDs covenant not to sue and agree not to assert any claims or causes of action against the United States and the State, respectively, for damages or reimbursement or for set-off of any payments made or to be made to the United States or the State, arising from or on account of any contract, agreement, or arrangement between any one or more of SPDs and any person for performance of Work on or relating to OU2, including, but not limited to, claims on account of construction delays. In addition, SPDs shall indemnify, save and hold harmless the United States and the State with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between any one or more of SPDs and any person for performance of Work on or relating to OU2, including, but not limited to, claims on account of construction delays.

50. **Insurance.** No later than 15 days before commencing any on-site Work, SPDs shall secure, and shall maintain until the first anniversary after issuance of EPA's Certification of RA Completion pursuant to ¶ 4.6 (Certification of RA Completion) of the SOW, commercial general liability insurance with limits of \$10 million, for any one occurrence, and automobile liability insurance with limits of \$10 million, combined single limit, naming the United States and the State as additional insured with respect to all liability arising out of the activities performed by or on behalf of SPDs pursuant to this CD. In addition, for the duration of this CD, SPDs shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of SPDs in furtherance of this CD. Prior to commencement of the Work, SPDs shall provide to EPA and the State certificates of such insurance and a copy of each insurance policy. SPDs shall resubmit such certificates and copies of policies each year on the anniversary of the Effective Date. If SPDs demonstrate by evidence satisfactory to EPA and the State that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering the same risks but in a lesser amount, then, with respect to that contractor or subcontractor, SPDs need provide only that portion of the insurance described above that is not maintained by the contractor or subcontractor.

### **XIII. FORCE MAJEURE**

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

52. If any event occurs or has occurred that may delay the performance of any obligation under this CD for which SPDs intend or may intend to assert a claim of force majeure, SPDs shall notify EPA's Remedial Project Manager orally or, in his or her absence, EPA's Alternate Remedial Project Manager or, in the event both of EPA's designated representatives are unavailable, the Director of the Office of Site Remediation and Restoration, EPA Region 1, and the State, within 24 hours of when SPDs first knew that the event might cause a delay.

Within 5 days thereafter, SPDs shall provide in writing to EPA and the State an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; SPDs' rationale for attributing such delay to a force majeure; and a statement as to whether, in the opinion of SPDs, such event may cause or contribute to an endangerment to public health or welfare, or the environment. SPDs shall include with any notice all available documentation supporting their claim that the delay was attributable to a force majeure. SPDs shall be deemed to know of any circumstance of which SPDs, any entity controlled by SPDs, or SPDs' contractors or subcontractors knew or should have known. Failure to comply with the above requirements regarding an event shall preclude SPDs from asserting any claim of force majeure regarding that event, provided, however, that if EPA, despite the late or incomplete notice, is able to assess to its satisfaction whether the event is a force majeure under ¶ 51 and whether SPDs have exercised their best efforts under ¶ 51, EPA may, in its unreviewable discretion, excuse in writing SPDs' failure to submit timely or complete notices under this Paragraph.

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

54. If SPDs elect to invoke the dispute resolution procedures set forth in Section XIV (Dispute Resolution) regarding EPA's decision, they shall do so no later than 15 days after receipt of EPA's notice. In any such proceeding, SPDs shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that SPDs complied with the requirements of ¶¶ 51 and 52. If SPDs carry this burden, the delay at issue shall be deemed not to be a violation by SPDs of the affected obligation of this CD identified to EPA and the Court.

55. The failure by EPA to timely complete any obligation under the CD or under the SOW is not a violation of the CD, provided, however, that if such failure prevents SPDs from meeting one or more deadlines in the SOW, SPDs may seek relief under this Section.

#### **XIV. DISPUTE RESOLUTION**

56. Unless otherwise expressly provided for in this CD, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes regarding this CD. However, the procedures set forth in this Section shall not apply to actions by the United

States and the State to enforce obligations of SPDs that have not been disputed in accordance with this Section.

57. A dispute shall be considered to have arisen when one party sends the other parties a written Notice of Dispute. Any dispute regarding this CD shall in the first instance be the subject of informal negotiations between the parties to the dispute. The period for informal negotiations shall not exceed 21 days from the time the dispute arises, unless it is modified by written agreement of the parties to the dispute.

**58. Statements of Position.**

a. In the event that the parties cannot resolve a dispute by informal negotiations under the preceding Paragraph, then the position advanced by EPA or the State, as appropriate, shall be considered binding unless, within 7 days after the conclusion of the informal negotiation period, SPDs invoke the formal dispute resolution procedures of this Section by serving on the United States and the State a written Statement of Position on the matter in dispute, including, but not limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by SPDs. The Statement of Position shall specify SPDs' position as to whether formal dispute resolution should proceed under ¶ 59 (Record Review) or 60.

b. Within 14 days after receipt of SPDs' Statement of Position, EPA or the State, as appropriate, will serve on SPDs its Statement of Position, including, but not limited to, any factual data, analysis, or opinion supporting that position and all supporting documentation relied upon by EPA or the State. EPA's or the State's Statement of Position shall include a statement as to whether formal dispute resolution should proceed under ¶ 59 (Record Review) or 60. Within 14 days after receipt of EPA's or the State's Statement of Position, SPDs may submit a Reply.

c. If there is disagreement between EPA or the State and SPDs as to whether dispute resolution should proceed under ¶ 59 (Record Review) or 60, the parties to the dispute shall follow the procedures set forth in the Paragraph determined by EPA or the State to be applicable. However, if SPDs ultimately appeal to the Court to resolve the dispute, the Court shall determine which ¶ is applicable in accordance with the standards of applicability set forth in ¶¶ 59 and 60.

59. **Record Review.** Formal dispute resolution for disputes pertaining to the selection or adequacy of any response action and all other disputes that are accorded review on the administrative record under applicable principles of administrative law shall be conducted pursuant to the procedures set forth in this Paragraph. For purposes of this Paragraph, the adequacy of any response action includes, without limitation, the adequacy or appropriateness of plans, procedures to implement plans, or any other items requiring approval by EPA under this CD, and the adequacy of the performance of response actions taken pursuant to this CD. Nothing in this CD shall be construed to allow any dispute by SPDs regarding the validity of the ROD's provisions.

a. An administrative record of the dispute shall be maintained by EPA and shall contain all statements of position, including supporting documentation, submitted pursuant



to this Section. Where appropriate, EPA may allow submission of supplemental statements of position by the parties to the dispute.

b. The Director of the Office of Site Remediation and Restoration, EPA Region 1, will issue a final administrative decision resolving the dispute based on the administrative record described in ¶ 59.a. This decision shall be binding upon SPDs, subject only to the right to seek judicial review pursuant to ¶¶ 59.c and 59.d.

c. Any administrative decision made by EPA pursuant to ¶ 59.b shall be reviewable by this Court, provided that a motion for judicial review of the decision is filed by SPDs with the Court and served on all Parties within 10 days after receipt of EPA's decision. The motion shall include a description of the matter in dispute, the efforts made by the parties to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of this CD. The United States and the State may file a response to SPDs' motion.

d. In proceedings on any dispute governed by this Paragraph, SPDs shall have the burden of demonstrating that the decision of the Office of Site Remediation and Restoration Director is arbitrary and capricious or otherwise not in accordance with law. Judicial review of EPA's decision shall be on the administrative record compiled pursuant to ¶ 59.a.

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

a. The Director of the Office of Site Remediation and Restoration, EPA Region 1, will issue a final decision resolving the dispute based on the statements of position and reply, if any, served under ¶ 58. The Office of Site Remediation and Restoration Director's decision shall be binding on SPDs unless, within 10 days after receipt of the decision, SPDs file with the Court and serve on the parties a motion for judicial review of the decision setting forth the matter in dispute, the efforts made by the parties to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of the CD. The United States and the State may file a response to SPDs' motion.

b. Notwithstanding ¶ M (CERCLA § 113(j) record review of ROD and Work) of Section I (Background), judicial review of any dispute governed by this Paragraph shall be governed by applicable principles of law.

61. The invocation of formal dispute resolution procedures under this Section does not extend, postpone, or affect in any way any obligation of SPDs under this CD, except as provided in ¶ 39 (Contesting Future Response Costs), as agreed by EPA, or as determined by the Court. Stipulated penalties with respect to the disputed matter shall continue to accrue, but payment shall be stayed pending resolution of the dispute, as provided in ¶ 70. Notwithstanding the stay of payment, stipulated penalties shall accrue from the first day of noncompliance with any applicable provision of this CD. In the event that SPDs do not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section XV (Stipulated Penalties).

**XV. STIPULATED PENALTIES**

62. SPDs shall be liable for stipulated penalties in the amounts set forth in ¶¶ 63 and 64 for failure to comply with the requirements of this CD specified below, unless excused under Section XIII (Force Majeure). The SPDs shall pay 90% of such stipulated penalties to the United States and shall pay 10% of such stipulated penalties to the State in accordance with the requirements in this Section. “Compliance” by SPDs shall include completion of all activities and obligations, including payments, required under this CD, or any deliverable approved under this CD, in accordance with all applicable requirements of law, this CD, the SOW, and any deliverables approved under this CD and within the specified time schedules established by and approved under this CD, unless such specified time schedules are extended, in writing, by EPA.

63. Stipulated Penalty Amounts – Settling Performing Defendants’ Work (Including Payments and Excluding Deliverables).

a. The following stipulated penalties shall accrue per violation per day for any noncompliance of SPDs except those identified in ¶ 64:

Period of Noncompliance	Penalty Per Violation Per Day
1st through 14th day	\$2,500
15th through 30th day	\$5,000
31st day and beyond	\$10,000

64. Stipulated Penalty Amounts - Deliverables.

a. **Material Defects.** If an initially submitted or resubmitted deliverable contains a material defect, and the deliverable is disapproved or modified by EPA under ¶ 6.5(a) (Initial Submissions) or 6.5(b) (Resubmissions) of the SOW due to such material defect, then the material defect shall constitute a lack of compliance for purposes of ¶ 62. The provisions of Section XIV (Dispute Resolution) and Section XV (Stipulated Penalties) shall govern the accrual and payment of any stipulated penalties regarding SPDs’ submissions under this CD.

b. The following stipulated penalties shall accrue per violation per day for failure of SPDs to submit timely or adequate deliverables pursuant to the CD:

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

65. If any amounts due to the *De Minimis* Trust or the Peterson/Puritan OU2 Disbursement Special Account from any Settling *De Minimis* Defendant under Section X (Payment for Response Costs) are not paid by the required date, Settling *De Minimis* Defendant shall be in violation of this CD and shall pay, as a stipulated penalty, in addition to the Interest required, \$500.00 per violation per day that such payment is late. The Settling *De Minimis* Defendants shall pay 90% of such stipulated penalties to the United States and shall pay 10% of such stipulated penalties to the State in accordance with the requirements in this Section.

66. In the event that EPA assumes performance of a portion or all of the Work pursuant to ¶ 89 (Work Takeover), SPDs shall be liable for a stipulated penalty in the amount of \$1,000,000. Stipulated penalties under this Paragraph are in addition to the remedies available under ¶¶ 31 (Access to Financial Assurance) and 88 (Work Takeover).

67. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. However, stipulated penalties shall not accrue: (a) with respect to a deficient submission under ¶ 6.5 (Approval of Deliverables) of the SOW, during the period, if any, beginning on the 31st day after EPA's receipt of such submission until the date that EPA notifies SPDs of any deficiency; (b) with respect to a decision by the Director of the Office of Site Remediation and Restoration, EPA Region 1, under ¶ 59.b or 60.a of Section XIV (Dispute Resolution), during the period, if any, beginning on the 21st day after the date that SPDs' reply to EPA's Statement of Position is received until the date that the Director issues a final decision regarding such dispute; or (c) with respect to judicial review by this Court of any dispute under Section XIV (Dispute Resolution), during the period, if any, beginning on the 31st day after the Court's receipt of the final submission regarding the dispute until the date that the Court issues a final decision regarding such dispute. Nothing in this CD shall prevent the simultaneous accrual of separate penalties for separate violations of this CD.

68. Following EPA's determination that SPDs have failed to comply with a requirement of this CD, EPA may give SPDs written notification of the same and describe the noncompliance. EPA and the State may send SPDs a written demand for payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether EPA has notified SPDs of a violation. Following EPA's determination that a particular Settling *De Minimis* Defendant has failed to make a payment as required by this CD, EPA may give such Settling *De Minimis* Defendant written notification of the same. EPA and the State may send such Settling *De Minimis* Defendant a written demand for payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether EPA and/or the State has notified the respective Settling *De Minimis* Defendant of such non-payment.

69. All penalties accruing under this Section shall be due and payable to the United States and the State, as appropriate within 30 days after SPDs', or the respective Settling *De Minimis* Defendant's, as applicable, receipt from EPA of a demand for payment of the penalties, unless SPDs, or the respective Settling *De Minimis* Defendant, as applicable, invoke the Dispute Resolution procedures under Section XIV (Dispute Resolution) within the 30-day period. All payments to the United States under this Section shall indicate that the payment is for stipulated penalties and shall be made in accordance with ¶ 38 (instructions for future response cost payments). All payments to the State under this Section shall be made payable to the "General Treasurer" (for deposit in the Environmental Response Fund), and shall be sent to the Office of the Director, RIDEM, 235 Promenade Street, Providence, Rhode Island 02908. Copies of payments pursuant to this Section, and any accompanying transmittal letter(s) shall be sent to the United States and to the State as provided in Section XXI ("Notices and Submissions").

70. Penalties shall continue to accrue as provided in ¶ 67 during any dispute resolution period, but need not be paid until the following:

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

b. If the dispute is appealed to this Court and the United States prevails in whole or in part, SPDs, or the respective Settling *De Minimis* Defendant, as applicable, shall pay all accrued penalties determined by the Court to be owed to EPA and the State within 60 days after receipt of the Court's decision or order, except as provided in ¶ 70.c; or

c. If the District Court's decision is appealed by any Party, SPDs, or the respective Settling *De Minimis* Defendant, as applicable, shall pay all accrued penalties determined by the District Court to be owed to the United States and the State into an interest-bearing escrow account, established at a duly chartered bank or trust company that is insured by the FDIC, within 60 days after receipt of the Court's decision or order. Penalties shall be paid into this account as they continue to accrue, at least every 60 days. Within 15 days after receipt of the final appellate court decision, the escrow agent shall pay the balance of the account to EPA and the State or to SPDs, or the respective Settling *De Minimis* Defendant, as applicable, to the extent that they prevail.

71. If SPDs, or the respective Settling *De Minimis* Defendant, as applicable, fail to pay stipulated penalties when due, SPDs, or the respective Settling *De Minimis* Defendant, as applicable, shall pay Interest on the unpaid stipulated penalties as follows: (a) if SPDs, or the respective Settling *De Minimis* Defendant, as applicable, have timely invoked dispute resolution such that the obligation to pay stipulated penalties has been stayed pending the outcome of dispute resolution, Interest shall accrue from the date stipulated penalties are due pursuant to ¶ 70 until the date of payment; and (b) if SPDs, or the respective Settling *De Minimis* Defendant, as applicable, fail to timely invoke dispute resolution, Interest shall accrue from the date of demand under ¶ 69 until the date of payment. If SPDs, or the respective Settling *De Minimis* Defendant, as applicable, fail to pay stipulated penalties and Interest when due, the United States or the State may institute proceedings to collect the penalties and Interest.

72. The payment of penalties and Interest, if any, shall not alter in any way SPDs' obligation to complete the performance of the Work required under this CD.

73. Nothing in this CD shall be construed as prohibiting, altering, or in any way limiting the ability of the United States or the State to seek any other remedies or sanctions available by virtue of SPDs', or the respective Settling *De Minimis* Defendant's, as applicable, violation of this CD or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Section 122(l) of CERCLA, 42 U.S.C. § 9622(l), provided, however, that the United States shall not seek civil penalties pursuant to Section 122(l) of CERCLA for any violation for which a stipulated penalty is provided in this CD, except in the case of a willful violation of this CD.

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

## XVI. COVENANTS BY PLAINTIFFS

75. **Covenants for Settling Performing Defendants by United States.** Except as provided in ¶¶ 78, 79 (United States' Pre- and Post-Certification Reservations), and 87 (General Reservations of Rights), the United States covenants not to sue or to take administrative action against SPDs pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607, and Section 7003 of RCRA, 42 U.S.C. § 6973, relating to OU2 (including Past Response Costs). Except with respect to future liability, these covenants shall take effect upon the Effective Date. With respect to future liability, these covenants shall take effect upon Certification of RA Completion by EPA pursuant to ¶ 4.6 (Certification of RA Completion) of the SOW. These covenants are conditioned upon the satisfactory performance by SPDs of their obligations under this CD. These covenants not to sue (and all reservations thereto in this CD) and the contribution protection provisions of ¶ 100 shall also apply to SPDs' officers, directors, employees, successors, and assigns, but only to the extent that the alleged liability of the officer, director, employee, successor, or assign is based on its status and in its capacity as an officer, director, employee, successor, or assign of SPDs, and not to the extent that the alleged liability arose independently of the alleged liability of SPDs. Except as provided above, these covenants extend only to SPDs and do not extend to any other person.

76. **Covenants for Settling *De Minimis* Parties by United States.** In consideration of the payments that shall be made by each Settling *De Minimis* Party under the terms of this CD, and except as specifically provided by Paragraph 77 (United States' Reservations as to Settling *De Minimis* Parties) and 88 (General Reservations of Rights Against Settling *De Minimis* Parties), the United States covenants not to sue or to take administrative action against the Settling *De Minimis* Defendants, and EPA covenants not to take administrative action against SFAs, pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607 and Section 7003 of RCRA, 42 U.S.C. § 6973, relating to OU2 (including Past Response Costs). With respect to present and future liability, this covenant not to sue shall take effect for each Settling *De Minimis* Party upon the later of the Effective Date or that Settling *De Minimis* Party's full payment pursuant to Paragraph 35 (Payment by Settling *De Minimis* Defendants) or Paragraph 36 (Payments by Settling *De Minimis* Federal Agencies), including any Interest or stipulated penalties thereon that may be applicable. These covenants not to sue (and all reservations thereto in this CD) and the contribution protection provisions of ¶ 100 shall also apply to each Settling *De Minimis* Party's officers, directors, employees, successors, and assigns, but only to the extent that the alleged liability of the officer, director, employee, successor, or assign is based on its status and in its capacity as an officer, director, employee, successor, or assign of such Settling *De Minimis* Defendant, and not to the extent that the alleged liability arose independently of the alleged liability of such Settling *De Minimis* Party. Except as provided above, these covenants extend only to Settling *De Minimis* Parties and do not extend to any other person.

77. **United States' Reservations as to Settling *De Minimis* Parties.** Notwithstanding any other provision in this CD, the United States reserves with respect to the Settling *De Minimis* Defendants, and EPA reserves with respect to the Settling *De Minimis* Federal Agencies, and this CD is without prejudice to, the right to institute proceedings against any individual Settling *De Minimis* Party in this action or in a new action, and/or to issue an administrative order to any individual Settling *De Minimis* Party seeking to compel that Settling *De Minimis* Party to

perform future response actions relating to OU2, and/or to reimburse the United States or EPA for additional costs of response, if information is discovered which indicates that such Settling *De Minimis* Party contributed hazardous substances to OU2 in such greater amount or of such greater toxic or other hazardous effects that such Settling *De Minimis* Party no longer qualifies as a *de minimis* party at OU2 because that Settling *De Minimis* Party contributed greater than 2% of the approximate 2,217,000 cubic yard total volume of waste material identified by the ROD as having been disposed of at OU2, or contributed hazardous substances which are significantly more toxic or are of significantly greater hazardous effect than other hazardous substances at OU2.

78. **United States' Pre-Certification Reservations.** Notwithstanding any other provision of this CD, the United States reserves, and this CD is without prejudice to, the right to institute proceedings in this action or in a new action, and/or to issue an administrative order, seeking to compel SPDs to perform further response actions relating to OU2 and/or to pay the United States for additional costs of response if, (a) prior to Certification of RA Completion, (1) conditions at OU2, previously unknown to EPA, are discovered, or (2) information, previously unknown to EPA, is received, in whole or in part; and (b) EPA determines that these previously unknown conditions or information together with any other relevant information indicates that the RA is not protective of human health or the environment.

79. **United States' Post-Certification Reservations.** Notwithstanding any other provision of this CD, the United States reserves, and this CD is without prejudice to, the right to institute proceedings in this action or in a new action, and/or to issue an administrative order, seeking to compel SPDs, to perform further response actions relating to OU2 and/or to pay the United States for additional costs of response if, (a) subsequent to Certification of RA Completion, (1) conditions at OU2, previously unknown to EPA, are discovered, or (2) information, previously unknown to EPA, is received, in whole or in part; and (b) EPA determines that these previously unknown conditions or this information together with other relevant information indicate that the RA is not protective of human health or the environment.

80. For purposes of ¶ 78 (United States' Pre-Certification Reservations), the information and the conditions known to EPA will include only that information and those conditions known to EPA as of the date the ROD was signed and set forth in the ROD and the administrative record supporting the ROD. For purposes of ¶ 79 (United States' Post-Certification Reservations), the information and the conditions known to EPA shall include only that information and those conditions known to EPA as of the date of Certification of RA Completion and set forth in the ROD, the administrative record supporting the ROD, the post-ROD administrative record, or any information received by EPA pursuant to the requirements of this CD prior to Certification of RA Completion.

81. **Covenants for SPDs by State.** Except as provided in ¶¶ 84, 85 (State's Pre- and Post-Certification Reservations), and 87 (General Reservations of Rights), the State covenants not to sue or to take administrative action against the SPDs pursuant to Section 107(a) of CERCLA and Rhode Island General Laws §§ 23-18.9-1 *et seq.*, and 23-19.1-1 *et seq.* relating to OU2 (including Past Response Costs). These covenants are conditioned upon the satisfactory performance by SPDs of their obligations under this CD. These covenants not to sue (and all reservations thereto in this CD) and the contribution protection provisions of ¶ 100 shall also

apply to SPDs' officers, directors, employees, successors, and assigns, but only to the extent that the alleged liability of the officer, director, employee, successor, or assign is based on its status and in its capacity as an officer, director, employee, successor, or assign of SPDs, and not to the extent that the alleged liability arose independently of the alleged liability of SPDs. Except as provided above, these covenants extend only to SPDs and do not extend to any other person.

**82. Covenants for Settling *De Minimis* Parties by State.** In consideration of the payments that shall be made by each Settling *De Minimis* Party under the terms of this CD, and except as specifically provided by Paragraph 83 (*De Minimis* Reservation) and 88 (General Reservations of Rights Against Settling *De Minimis* Parties), the State covenants not to sue or to take administrative action against the Settling *De Minimis* Parties pursuant to Section 107(a) of CERCLA and Rhode Island General Laws §§ 23-18.9-1 *et seq.*, and 23-19.1-1 *et seq.* relating to OU2 (including Past Response Costs). With respect to present and future liability, this covenant not to sue shall take effect for each Settling *De Minimis* Party upon the later of the Effective Date or that Settling *De Minimis* Party's full payment pursuant to Paragraph 35 (Payment by Settling *De Minimis* Defendants) or 36 (Payment by Settling *De Minimis* Federal Agencies), including any Interest or stipulated penalties thereon that may become applicable. These covenants not to sue (and all reservations thereto in this CD) and the contribution protection provisions of ¶ 100 shall also apply to each Settling *De Minimis* Party's officers, directors, employees, successors, and assigns, but only to the extent that the alleged liability of the officer, director, employee, successor, or assign is based on its status and in its capacity as an officer, director, employee, successor, or assign of such Settling *De Minimis* Party, and not to the extent that the alleged liability arose independently of the alleged liability of such Settling *De Minimis* Party. Except as provided above, these covenants extend only to Settling *De Minimis* Parties and do not extend to any other person.

**83. State's Reservations as to Settling *De Minimis* Parties.** Notwithstanding any other provision in this CD, the State reserves, and this CD is without prejudice to, the right to institute proceedings against any individual Settling *De Minimis* Party in this action or in a new action, and/or to issue an administrative order to any individual Settling *De Minimis* Party seeking to compel that Settling *De Minimis* Party to perform future response actions relating to OU2, and/or to reimburse the State for additional costs of response, if information is discovered which indicates that such Settling *De Minimis* Party contributed hazardous substances to OU2 in such greater amount or of such greater toxic or other hazardous effects that such Settling *De Minimis* Party no longer qualifies as a *de minimis* party at OU2 because that Settling *De Minimis* Party contributed greater than 2% of the approximate 2,217,000 cubic yard total volume of waste material identified by the ROD as having been disposed of at OU2, or contributed hazardous substances which are significantly more toxic or are of significantly greater hazardous effect than other hazardous substances at OU2.

**84. State's Pre-Certification Reservations.** Notwithstanding any other provision of this CD, the State reserves, on behalf of RIDEM, and this CD is without prejudice to, the right jointly with, or separately from, the United States to institute proceedings in this action or in a new action, seeking to compel SPDs to perform further response actions relating to OU2 and/or to pay the State for additional costs of response if, (a) prior to Certification of RA Completion, (1) conditions at OU2, previously unknown to the State, are discovered, or (2) information, previously unknown to the State, is received, in whole or in part; and (b) the State determines

that these previously unknown conditions or information together with any other relevant information indicate that the RA is not protective of human health or the environment. The United States reserves all rights it may have under applicable law to oppose any determinations made or any action taken, ordered or proposed by the State pursuant to this Paragraph.

**85. State's Post-Certification Reservations.** Notwithstanding any other provision of this CD, the State reserves, on behalf of RIDEM, and this CD is without prejudice to, the right jointly with, or separately from, the United States, to institute proceedings in this action or in a new action, seeking to compel SPDs, to perform further response actions relating to OU2 and/or to pay the State for additional costs of response if, (a) subsequent to Certification of RA Completion, (1) conditions at OU2, previously unknown to the State, are discovered, or (2) information, previously unknown to the State, is received, in whole or in part; and (b) the State determines that these previously unknown conditions or this information together with other relevant information indicate that the RA is not protective of human health or the environment. The United State reserves all rights it may have under applicable law to oppose any determinations made or any action taken, ordered or proposed by the State pursuant to this Paragraph.

**86.** For purposes of ¶ 84 (State's Pre-Certification Reservations), the information and conditions known to the State shall include only that information and those conditions known to the State as of the date the ROD was signed and set forth in the ROD or the administrative record supporting the ROD. For purposes of ¶ 85 (State's Post-Certification Reservations), the information and the conditions known to the State shall include only that information and those conditions known to the State as of the date of Certification of RA Completion and set forth in the ROD, the administrative record supporting the ROD, the post-ROD administrative record, or any information received by the State pursuant to the requirements of this CD prior to Certification of RA Completion.

**87. General Reservations of Rights Against Settling Performing Defendants.** The United States and the State reserve, and this CD is without prejudice to, all rights against SPDs, with respect to all matters not expressly included within Plaintiffs' covenants. Notwithstanding any other provision of this CD, the United States and the State reserve and this CD is without prejudice to, all rights against SPDs with respect to:

- a. liability for failure by SPDs to meet a requirement of this CD;
- b. liability arising from the past, present, or future disposal, release, or threat of release of Waste Material outside of OU2;
- c. liability based on the ownership of OU2 by SPDs when such ownership commences after signature of this CD by SPDs;
- d. liability based on the operation of OU2 by SPDs when such operation commences after signature of this CD by SPDs and does not arise solely from SPDs' performance of the Work;
- e. liability based on SPDs transportation, treatment, storage, or disposal, or arrangement for transportation, treatment, storage, or disposal of Waste Material at or in



connection with OU2, other than as provided in the ROD, the Work, or otherwise ordered by EPA, after signature of this CD by SPDs;

- f. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- g. criminal liability;
- h. liability for violations of federal or state law that occur during or after implementation of the Work; and
- i. liability, prior to achievement of Performance Standards, for additional response actions that EPA determines are necessary to achieve and maintain Performance Standards or to carry out and maintain the effectiveness of the remedy set forth in the ROD, but that cannot be required pursuant to ¶ 13 (Modification of SOW or Related Deliverables).

**88. General Reservation of Rights Against Settling *De Minimis* Parties.** The United States and the State reserve, and this CD is without prejudice to, all rights against Settling *De Minimis* Defendants, and EPA, the State, and the federal natural resource trustees reserve, and this CD is without prejudice to, all rights against SFAs, with respect to all matters not expressly included within Plaintiffs' covenants. Notwithstanding any other provision of this CD, the United States and the State reserve, and this CD is without prejudice to, all rights against the Settling *De Minimis* Defendants, and EPA, the State, and the federal natural resource trustees reserve, and this CD is without prejudice to, all rights against SFAs, with respect to:

- a. liability of a Settling *De Minimis* Party for failure to pay a settlement amount required from it under this CD (and any applicable Interest or stipulated penalty thereon);
- b. liability based on the ownership or operation of OU2, or upon the transportation, treatment, storage or disposal, or the arrangement for the transportation, treatment, storage, or disposal, of a hazardous substance or solid waste at or in connection with OU2, after the signature of this CD by that Settling *De Minimis* Party;
- c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments; and
- d. criminal liability.

**89. Work Takeover.**

a. In the event EPA determines that SPDs: (1) have ceased implementation of any portion of the Work; (2) are seriously or repeatedly deficient or late in their performance of the Work; or (3) are implementing the Work in a manner that may cause an endangerment to human health or the environment, EPA may issue a written notice ("Work Takeover Notice") to SPDs. Any Work Takeover Notice issued by EPA will specify the grounds upon which such notice was issued and will provide SPDs a period of 14 days within which to remedy the circumstances giving rise to EPA's issuance of such notice.

b. If, after expiration of the 14-day notice period specified in ¶ 89.a, SPDs have not remedied to EPA's satisfaction the circumstances giving rise to EPA's issuance of the relevant Work Takeover Notice, EPA may at any time thereafter assume the performance of all or any portion(s) of the Work as EPA deems necessary ("Work Takeover"). EPA will notify SPDs in writing (which writing may be electronic) if EPA determines that implementation of a Work Takeover is warranted under this ¶ 89.b. Funding of Work Takeover costs is addressed under ¶ 31 (Access to Financial Assurance).

c. SPDs may invoke the procedures set forth in ¶ 59 (Record Review), to dispute EPA's implementation of a Work Takeover under ¶ 89.b. However, notwithstanding SPDs' invocation of such dispute resolution procedures, and during the pendency of any such dispute, EPA may in its sole discretion commence and continue a Work Takeover under ¶ 89.b until the earlier of (1) the date that SPDs remedy, to EPA's satisfaction, the circumstances giving rise to EPA's issuance of the relevant Work Takeover Notice, or (2) the date that a final decision is rendered in accordance with ¶ 59 (Record Review) requiring EPA to terminate such Work Takeover.

90. Notwithstanding any other provision of this CD, the United States and the State retains all authority and reserves all rights to take any and all response actions authorized by law.

## **XVII. COVENANTS BY SETTLING PERFORMING DEFENDANTS, SETTLING *DE MINIMIS* DEFENDANTS, AND SETTLING *DE MINIMIS* FEDERAL AGENCIES**

91. **Covenants by Settling Performing Defendants and Settling *De Minimis* Defendants.** Subject to the reservations in ¶ 94, SPDs and Settling *De Minimis* Defendants covenant not to sue and agree not to assert any claims or causes of action against the United States or the State with respect to OU2, and this CD, including, but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund through CERCLA §§ 106(b)(2), 107, 111, 112 or 113, or any other provision of law;

b. any claims under CERCLA §§ 107 or 113, RCRA Section 7002(a), 42 U.S.C. § 6972(a), or state law regarding OU2 and this CD;

c. any claims arising out of response actions at or in connection with OU2, including, but not limited to, any claim under the United States Constitution, the Rhode Island Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, or at common law; or

d. any direct or indirect claim for disbursement from the Peterson/Puritan OU2 Special Account or Peterson/Puritan OU2 Disbursement Special Account, except as provided in Section XI (Disbursement of Special Account Funds).

92. **Covenant by Settling *De Minimis* Federal Agencies.** SFAs agree not to assert any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund through CERCLA §§ 106(b)(2), 107, 111, 112, or 113, or any other provision of law with respect to OU2 and this CD.

93. Except as provided in ¶¶ 96 (Waiver of Claims by SDs) and 104 (Res Judicata and Other Defenses), the covenants in this Section shall not apply if the United States or the State brings a cause of action or issues an order pursuant to any of the reservations in Section XVI (Covenants by Plaintiffs), other than in ¶¶ 87.a and 88.a (claims for failure to meet a requirement of the CD), 87.g and 88.d (criminal liability), and 87.h (violations of federal/state law during or after implementation of the Work) but only to the extent that SDs' 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.

94. SPDs reserve, and this CD is without prejudice to, claims against the United States, subject to the provisions of Chapter 171 of Title 28 of the United States Code, and brought pursuant to any statute other than CERCLA or RCRA and for which the waiver of sovereign immunity is found in a statute other than CERCLA or RCRA, for money damages for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of the United States, as that term is defined in 28 U.S.C. § 2671, while acting within the scope of his or her office or employment under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. However, the foregoing shall not include any claim based on EPA's selection of response actions, or the oversight or approval of SPDs' deliverables or activities.

95. Nothing in this CD 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).

96. **Waiver of Claims by SDs.**

a. SDs agree 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 Sections 107(a) and 113 of CERCLA) that they may have:

(1) **De Micromis Waiver.** For all matters relating to OU2 against any person where the person's liability to SDs with respect to OU2 is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at OU2, or having accepted for transport for disposal or treatment of hazardous substances at OU2, if all or part of the disposal, treatment, or transport occurred before April 1, 2001, and the total amount of material containing hazardous substances contributed by such person to OU2 was less than 110 gallons of liquid materials or 200 pounds of solid materials; and

(2) **MSW Waiver.** For all matters relating to OU2 against any person where the person's liability to SDs with respect to OU2 is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of MSW at OU2, if the volume of MSW disposed, treated, or transported by such person to OU2 did not exceed 0.2% of the approximate 2,217,000 cubic yard total volume of waste material identified by the ROD as having been disposed of at OU2.

(3) **De Minimis/Ability to Pay Waiver.** For response costs relating to OU2 against any person that, as of the Effective Date of this CD, has entered into a final

CERCLA § 122(g) *de minimis* settlement or a final settlement based on limited ability to pay with EPA with respect to OU2 including, without limitation, the Settling *De Minimis* Parties.

b. **Exceptions to Waivers.**

(1) The waivers under this ¶ 96 shall not apply with respect to any defense, claim, or cause of action that a SD may have against any person otherwise covered by such waivers if such person asserts a claim or cause of action relating to OU2 against such SD.

(2) The waiver under ¶ 96.a(1) (De Micromis Waiver) shall not apply to any claim or cause of action against any person otherwise covered by such waiver if EPA determines that: (i) the materials containing hazardous substances contributed to OU2 by such person contributed significantly or could contribute significantly, either individually or in the aggregate, to the cost of the response action or natural resource restoration at OU2; or (ii) such person has failed to comply with any information request or administrative subpoena issued pursuant to Section 104(e) or 122(e)(3)(B) of CERCLA, 42 U.S.C. § 9604(e) or 9622(e)(3)(B), or Section 3007 of RCRA, 42 U.S.C. § 6927, or has impeded or is impeding, through action or inaction, the performance of a response action or natural resource restoration with respect to OU2; or if (iii) such person has been convicted of a criminal violation for the conduct to which the waiver would apply and that conviction has not been vitiated on appeal or otherwise.

(3) The waiver under ¶ 96.a(2) (MSW Waiver) shall not apply to any claim or cause of action against any person otherwise covered by such waiver if EPA determines that: (i) the materials containing MSW contributed to OU2 by such person contributed significantly or could contribute significantly, either individually or in the aggregate, to the cost of the response action or natural resource restoration at OU2; or (ii) such person has failed to comply with any information request or administrative subpoena issued pursuant to Section 104(e) or 122(e)(3)(B) of CERCLA, 42 U.S.C. § 9604(e) or 9622(e)(3)(B), or Section 3007 of RCRA, 42 U.S.C. § 6927, or has impeded or is impeding, through action or inaction, the performance of a response action or natural resource restoration with respect to OU2.

97. **Settling *De Minimis* Defendants Waiver.** Settling *De Minimis* Defendants agree not to assert any claims or causes of action (including not limited to claims or causes of action under Sections 107(a) and 113 of CERCLA or Rhode Island General Laws §§ 23-18.9-1 et seq., and 23-19.1-1 et seq.) that they may have for all matters relating to OU2 against each other or any other person who is a potentially responsible party under CERCLA or Rhode Island General Laws at OU2. This waiver shall not apply with respect to (a) any obligation of any person under this CD or other agreements related to this CD, (b) any defense, claim, or cause of action that a Settling *De Minimis* Defendant may have against any person if such person asserts or has asserted a claim or cause of action relating to OU2 against such Settling *De Minimis* Defendant, or (c) any defense, claim, or cause of action that a Settling *De Minimis* Defendant may have against any other person in the event that the United States or the State exercise their reservations under ¶¶ 77 or 83.

98. **Settling Defendants’ Covenants Not to Sue, Waivers and Releases With Respect to Each Other.** Each of the Settling Defendants covenants not to sue and agrees not to assert, and hereby releases, each of the other Settling Defendants with respect to any claims or causes of action related to the matters addressed in this CD, as defined in ¶ 100 (including, but not limited to, claims arising out of performance of the Remedial Investigation (RI) or Feasibility Study (FS) for OU2 and/or relating to the costs incurred by the Settling Defendants prior to the Effective Date to identify and develop evidence concerning Potentially Responsible Parties at OU2 (“PRPs”) and to develop an allocation of responsibility among the PRPs. This covenant, waiver and release shall not apply with respect to (a) any obligation of the Settling Defendants under this CD or other agreements related to this CD, and (b) any defense, claim, or cause of action that a Settling Defendant may have against any other Settling Defendant if such other Settling Defendant asserts or has asserted a claim or cause of action relating to OU2 against the Settling Defendant.

### **XVIII. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION**

99. Except as provided in ¶ 96 (Waiver of Claims by SDs), nothing in this CD shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this CD. Except as provided in Section XVII (Covenants by Settling Performing Defendants, Settling *De Minimis* Defendants, and Settling *De Minimis* Federal Agencies), each of the Parties expressly reserves any and all rights (including, but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action that each Party may have with respect to any matter, transaction, or occurrence relating in any way to OU2 against any person not a Party hereto. Nothing in this CD diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2) of CERCLA.

100. The Parties agree, and by entering this CD this Court finds, that this CD constitutes a judicially-approved settlement for purposes of Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. § 9613(f)(2) and 9622(g)(5), and that each Settling Performing Defendant is entitled, as of the Effective Date, and each Settling *De Minimis* Party is entitled on the later of the Effective Date or the date on which it makes or causes to be made its full payment pursuant to Paragraph 35 or Paragraph 36, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, and for Settling *De Minimis* Parties, Section 122(g)(5) of CERCLA, or as may be otherwise provided by law, for the “matters addressed” in this CD. The “matters addressed” in this CD are all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with OU2, by the United States or any other person; provided, however, that if the United States exercises rights against SDs or if EPA or the federal natural resource trustee or the State assert rights against SFAs under the reservations in Section XVI (Covenants by Plaintiffs), other than in ¶¶ 87.a and 88.a (claims for failure to meet a requirement of the CD), 87.g and 88.d (criminal liability), or 87.h (violations of federal/state law during or after implementation of the Work), the “matters addressed” in this CD will no longer include those response costs or response actions that are within the scope of the exercised reservation.

101. The Parties further agree, and by entering this CD this Court finds, that the complaints filed by the United States and the State in this action are civil actions within the meaning of Section 113(f)(1) of CERCLA, 42 U.S.C. § 9613(f)(1), and that this CD constitutes a judicially-approved settlement pursuant to which each SD and each SFA, has, as of the Effective Date, resolved liability to the United States and the State within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

102. Each SD shall, with respect to any suit or claim brought by it for matters related to this CD, notify the United States and the State in writing no later than 60 days prior to the initiation of such suit or claim.

103. Each SD shall, with respect to any suit or claim brought against it for matters related to this CD, notify in writing the United States and the State within 20 days after service of the complaint on such SD. In addition, each SD shall notify the United States and the State within 10 days after service or receipt of any Motion for Summary Judgment and within 10 days after receipt of any order from a court setting a case for trial.

104. **Res Judicata and Other 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 appropriate relief relating to the Site, SPDs, and Settling *De Minimis* Defendants, and, with respect to a State action, SFAs, shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States or the State in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue set forth in Section XVI (Covenants by Plaintiffs).

## **XIX. ACCESS TO INFORMATION**

105. SPDs shall provide to EPA and the State, upon request, copies of all records, reports, documents, and other information (including records, reports, documents, and other information in electronic form) (hereinafter referred to as “Records”) within SPDs’ possession or control or that of their contractors or agents relating to activities at OU2 or to the implementation of this CD, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information regarding the Work. SPDs shall also make available to EPA and the State, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

### **106. Privileged and Protected Claims.**

a. SPDs may assert that all or part of a Record requested by Plaintiffs is privileged or protected as provided under federal law, in lieu of providing the Record, provided SDs comply with ¶ 106.b, and except as provided in ¶ 106.c.

b. If SPDs assert a claim of privilege or protection, they shall provide Plaintiffs with the following information regarding such Record: its title; its date; the name, title, affiliation (e.g., company or firm), and address of the author, of each addressee, and of each recipient; a description of the Record’s contents; and the privilege or protection asserted. If a

claim of privilege or protection applies only to a portion of a Record, SPDs shall provide the Record to Plaintiffs in redacted form to mask the privileged or protected portion only. SPDs shall retain all Records that they claim to be privileged or protected until Plaintiffs have had a reasonable opportunity to dispute the privilege or protection claim and any such dispute has been resolved in the SPDs' favor.

c. SPDs may make no claim of privilege or protection regarding: (1) any data regarding OU2, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, radiological or engineering data, or the portion of any other Record that evidences conditions at or around OU2; or (2) the portion of any Record that SPDs are required to create or generate pursuant to this CD.

107. **Business Confidential Claims.** SPDs may assert that all or part of a Record provided to Plaintiffs under this Section or Section XX (Retention of Records) is business confidential to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). SPDs shall segregate and clearly identify all Records or parts thereof submitted under this CD for which SPDs assert business confidentiality claims. Records submitted to EPA determined to be confidential by EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies Records when they are submitted to EPA and the State, or if EPA has notified SPDs that the Records are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2, Subpart B, the public may be given access to such Records without further notice to SPDs.

108. If relevant to the proceeding, the Parties agree that validated sampling or monitoring data generated in accordance with the SOW and reviewed and approved by EPA shall be admissible as evidence, without objection, in any proceeding under this CD.

109. Notwithstanding any provision of this CD, Plaintiffs retain all of their information gathering and inspection authorities and rights, including enforcement actions related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

## **XX. RETENTION OF RECORDS**

110. Until 10 years after EPA's Certification of Work Completion under ¶ 4.7 (Certification of Work Completion) of the SOW, each SPD shall preserve and retain all non-identical copies of Records (including Records in electronic form) now in its possession or control or that come into its possession or control that relate in any manner to its liability under CERCLA with respect to OU2, provided, however, that SPDs who are potentially liable as owners or operators of OU2 must retain, in addition, all Records that relate to the liability of any other person under CERCLA with respect to OU2. Such Records may either be preserved in their original form or in electronic form. Each SPD must also instruct its contractors and agents to preserve, for the same period of time specified above all non-identical copies of the last draft or final version of any Records (including Records in electronic form) now in its possession or control or that come into its possession or control that relate in any manner to the performance of the Work, along with copies of all data generated during the performance of the Work and not contained in the aforementioned Records required to be retained. Each of the above record retention requirements shall apply regardless of any corporate retention policy to the contrary.

The SPDs shall also create a Document Repository (which may be in electronic form) containing a single set of all non-identical copies of the last draft or final version of any Records (including Records in electronic form) now in the possession or control of any of them (or that come into the possession or control of any of them), that relate in any manner to the performance of the Work, including copies of all data generated during the performance of the Work and not contained in the aforementioned Records, and shall preserve such documents in the Document Repository until 10 years after EPA's Certification of Work Completion.

111. The United States acknowledges that each SFA (a) is subject to all applicable federal record retention laws, regulations, and policies; and (b) has certified that it has fully complied with any and all EPA and State requests for information regarding OU2 pursuant to Sections 104(e) and 122(e)(3)(B) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e)(3)(B), and Section 3007 of RCRA, 42 U.S.C. § 6927, and state law.

112. At the conclusion of this record retention period, SPDs shall notify the United States and the State at least 90 days prior to the destruction of any such Records, and, upon request by the United States or the State, and except as provided in ¶ 106 (Privileged and Protected Claims), SPDs shall deliver any such Records to EPA or the State.

113. Each SD certifies individually that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed, or otherwise disposed of any Records (other than identical copies) relating to its potential liability regarding OU2 since notification of potential liability by the United States or the State and that it has fully complied with any and all EPA and State requests for information regarding OU2 pursuant to Sections 104(e) and 122(e)(3)(B) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e)(3)(B), and Section 3007 of RCRA, 42 U.S.C. § 6927, and state law.

## **XXI. NOTICES AND SUBMISSIONS**

114. All approvals, consents, deliverables, modifications, notices, notifications, objections, proposals, reports, and requests specified in this CD must be in writing unless otherwise specified. Whenever, under this CD, notice is required to be given, or a report or other document is required to be sent, by one Party to another, it must be directed to the person(s) specified below at the addresses specified below. Any Party may change the person and/or address applicable to it by providing notice of such change to all Parties. All notices under this Section are effective upon receipt, unless otherwise specified. Notices required to be sent to EPA, and not to the United States, should not be sent to the DOJ. Except as otherwise provided, notice to a Party by email (if that option is provided below) or by regular mail in accordance with this Section satisfies any notice requirement of the CD regarding such Party.

**As to the United States:**

EES Case Management Unit  
U.S. Department of Justice  
Environment and Natural Resources Division  
P.O. Box 7611  
Washington, D.C. 20044-7611  
eescdcopy.enrd@usdoj.gov  
Re: DJ # 90-11-3-1233/9



**and:** Chief  
U.S. Department of Justice  
Environment and Natural Resources Division  
Environmental Defense Section  
Washington, D.C. 20044-7611  
Re: DJ # 90-11-6-20798

**As to EPA:** Bryan Olson  
Director, Office of Site Remediation and Restoration  
U.S. Environmental Protection Agency  
Region 1  
5 Post Office Square, Suite 100  
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Olson.bryan@epa.gov

**and:** Don McElroy  
EPA Remedial Project Manager  
U.S. Environmental Protection Agency  
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5 Post Office Square, Suite 100  
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mcelroy.don@epa.gov  
617-918-1326

**As to the Regional Financial  
Management Officer:** Shannon Schoffield  
U.S. Environmental Protection Agency  
Region 1  
5 Post Office Square, Suite 100 (OARM16-1)  
Boston, MA 02109-3912  
schoffield.shannon@epa.gov

**At to EPA Cincinnati Finance  
Center:** EPA Cincinnati Finance Center  
26 W. Martin Luther King Drive  
Cincinnati, Ohio 45268  
cinwd\_acctsreceivable@epa.gov

**As to the State:** Nicholas Noons  
RIDEM Project Manager  
235 Promenade Street  
Providence, RI 02908  
[nicholas.noons@dem.ri.gov](mailto:nicholas.noons@dem.ri.gov)  
401-222-4700 ext. 7517

**As to SDs:**

David B. Graham, Esq.  
Kaufman & Canoles, P.C.  
4801 Courthouse Street, Suite 300  
Williamsburg, VA 23188  
[dbgraham@kaufcan.com](mailto:dbgraham@kaufcan.com)  
757-259-3855

Roy R. Giarrusso, Esq.  
Giarrusso Norton Cooley & McGlone, PC  
308 Victory Road  
Quincy, MA 02171  
[rgiarrusso@gncm.net](mailto:rgiarrusso@gncm.net)  
617-770-2900

## **XXII. RETENTION OF JURISDICTION**

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

## **XXIII. APPENDICES**

116. The following appendices are attached to and incorporated into this CD:

“Appendix A” is the list of Settling Defendants.

“Appendix B” is the list of Settling Performing Defendants.

“Appendix C” is the list of Settling *De Minimis* Defendants and their settlement amounts.

“Appendix D” is the list of Settling *De Minimis* Federal Agencies.

“Appendix E” are the draft forms of the financial assurance: 1) The Peterson/Puritan, Inc. Superfund Site *De Minimis* Settlement Trust Agreement; and 2) Surety Payment Bond and/or Letter of Credit.

“Appendix F” is the “Affected Property” map.

“Appendix G” is the map of OU2.

“Appendix H” is the map of specific areas located within OU2.

“Appendix I” is the draft form of Proprietary Controls.

“Appendix J” is the ROD.

“Appendix K” is the SOW.

#### **XXIV. MODIFICATION**

117. Except as provided in ¶ 13 (Modification of SOW or Related Deliverables), material modifications to this CD, including the SOW, shall be in writing, signed by the United States and SPDs, and shall be effective upon approval by the Court, unless such modifications affect provisions of this CD concerning obligations of the Settling *De Minimis* Defendants, in which event such modification shall also be signed by the Settling *De Minimis* Defendants. Except as provided in ¶ 13, non-material modifications to this CD, including the SOW, shall be in writing and shall be effective when signed by duly authorized representatives of the United States and SPDs. All modifications to the CD, other than the SOW, also shall be signed by the State, or a duly authorized representative of the State, as appropriate. A modification to the SOW shall be considered material if it implements a ROD Amendment that fundamentally alters the basic features of the selected remedy within the meaning of 40 C.F.R. § 300.435(c)(2)(ii). Before providing its approval to any modification to the SOW, the United States will provide the State with a reasonable opportunity to review and comment on the proposed modification.

118. Any modification that does not affect the obligations of or the protections afforded to the Settling *De Minimis* Defendants may be executed without the signatures of the Settling *De Minimis* Defendants.

#### **XXV. CERTIFICATIONS RELATING TO SETTLING *DE MINIMIS* PARTIES**

119. By Signing this CD, the Settling Performing Defendants certify that:

- a. certain of the SPDs conducted an investigation into the generation, treatment, transportation, storage or disposal of wastes which may have contained hazardous substances at or in connection with OU2;
- b. the SPDs have provided EPA with a summary of the Settling *De Minimis* Parties volumetric database which certain of the SPDs developed in connection with the investigation they conducted into the generation, treatment, transportation, storage or disposal of wastes which may have contained hazardous substances at or in connection with OU2, and which they relied upon in connection with their allocation among Settling *De Minimis* Parties who are participating in this CD; and
- c. based upon the records and information developed in that investigation, certain of the SPDs determined that each of the Settling *De Minimis* Parties generated or arranged for the transportation or disposal of wastes which may have contained hazardous substances at or connection with OU2, and that the volume of such waste attributable to each Settling *De Minimis* Party was less than 2% of the approximate 2,217,000 cubic yard total volume of waste material identified by the ROD as having been disposed of at OU2.

120. By Signing this CD, each Settling *De Minimis* Party certifies, individually, that, to the best of its knowledge and belief, it:

a. has not altered, mutilated, discarded, or destroyed or otherwise disposed of any records, documents, or other information relating to its potential liability regarding OU2 after notification of potential liability or the filing of a suit against it regarding OU2; and

b. has complied fully with any and all EPA requests for information to it regarding OU2 pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), or similar requests from RIDEM, if any.

## **XXVI. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT**

121. This CD shall be lodged with the Court for at least 30 days for public notice and comment in accordance with Section 122(d)(2) of CERCLA, 42 U.S.C. § 9622(d)(2), and 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the CD disclose facts or considerations that indicate that the CD is inappropriate, improper, or inadequate. SDs consent to the entry of this CD without further notice.

122. If for any reason the Court should decline to approve this CD in the form presented, this agreement is voidable at the sole discretion of any Party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

## **XXVII. SIGNATORIES/SERVICE**

123. Each undersigned representative of a SD to this CD and the Assistant Attorney General for the Environment and Natural Resources Division of the Department of Justice and the Director for the State Rhode Island Department of Environmental Management for the State certifies that he or she is fully authorized to enter into the terms and conditions of this CD and to execute and legally bind such Party to this document.

124. Each SD agrees not to oppose entry of this CD by this Court or to challenge any provision of this CD unless the United States has notified SDs in writing that it no longer supports entry of the CD.

125. Each SD shall identify, on the attached signature page, the name, address, email address and telephone number of an agent who is authorized to accept service of process by mail or email on behalf of that Party with respect to all matters arising under or relating to this CD. SDs agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including, but not limited to, service of a summons. SDs need not file an answer to the complaint in this action unless or until the Court expressly declines to enter this CD.

## **XXVIII. FINAL JUDGMENT**

126. This CD and its appendices constitute the final, complete, and exclusive agreement and understanding among the Parties regarding the settlement embodied in the CD. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this CD.

127. Upon entry of this CD by the Court, this CD shall constitute a final judgment between and among the United States, the State, and SDs. The Court enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS \_\_ DAY OF \_\_\_\_\_, 2017.


---

United States District Judge


Signature Page for CD regarding OU2 of the Peterson/Puritan, Inc. Superfund Site

FOR THE UNITED STATES OF AMERICA:


12.6.16  
Dated

  
John E. Cruden  
Assistant Attorney General  
U.S. Department of Justice  
Environment and Natural Resources Division  
Washington, D.C. 20530

12/15/16  
Dated

  
Donald G. Frankel  
Senior Counsel  
U.S. Department of Justice  
Environment and Natural Resources Division  
Environmental Enforcement Section  
One Gateway Center  
Suite 616  
Newton, MA 02458  
617-450-0442

12/15/16  
Dated

  
Amy J. Dona  
Trial Attorney  
U.S. Department of Justice  
Environment and Natural Resources Division  
Environmental Defense Section  
601 D. St. NW, Room 8406  
Washington, D.C. 20044  
202-514-0223

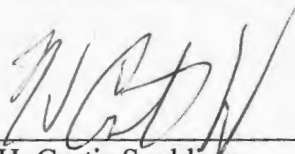
Peter F. Neronha  
United States Attorney  
District of Rhode Island

Richard Myrus  
Chief, Civil Division  
United States Attorney's Office  
District of Rhode Island

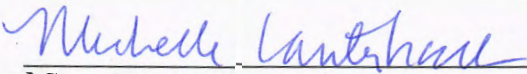
Signature Page for CD regarding OU2 of the Peterson/Puritan, Inc. Superfund Site

**FOR THE UNITED STATES ENVIRONMENTAL  
PROTECTION AGENCY:**

9/15/16  
Dated

  
\_\_\_\_\_  
H. Curtis Spalding  
Regional Administrator, Region 1  
U.S. Environmental Protection Agency  
Region 1  
5 Post Office Square, Suite 100  
Boston, MA 02109-3912

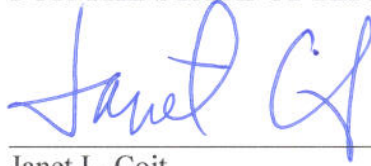
9-12-16  
Dated

  
\_\_\_\_\_  
Michelle Lauterback  
Senior Enforcement Counsel  
U.S. Environmental Protection Agency  
Region 1  
5 Post Office Square, Suite 100  
Mail Code OES04-3  
Boston, MA 02109-3912

Signature Page for CD regarding OU2 of the Peterson/Puritan, Inc. Superfund Site

9/2/16  
Dated

**FOR THE STATE OF RHODE ISLAND**



---

Janet L. Coit  
Director  
Department of Environmental Management  
235 Promenade Street  
Providence, Rhode Island 02908



*Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site*

**FOR:** ACS Industries, Inc.  
[Print name of Settling Defendant]

8/23/16  
Date

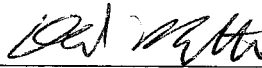
BY: *Steven Buckler*  
Name (print): Steven Buckler  
Title: President  
Company: ACS Industries, Inc.  
Address: One New England Way  
Lincoln, RI 02865

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): Jeffrey D. Buckler  
Title: Vice President  
Company: ACS Industries, Inc.  
Address: One New England Way  
Lincoln, RI 02865  
Phone: (401) 229 9436  
Email: jbuckler@acsind.com

*Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site*

Agfa Corporation, individually and as a  
**FOR:** successor to Compugraphic Corporation and  
Bayer Corporation

8/19/16  
Date

BY:   
Name (print): David Ritter  
Title: Vice President & Chief Financial Officer  
Company: Agfa Corporation  
Address: 611 River Drive, Center 3  
Elmwood Park, NY 07407

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): Christopher M. Santomassimo  
Title: General Counsel, Secretary & Chief Compliance Officer  
Company: Agfa Corporation  
Address: c/o Nicoll Davis & Spinella LLP  
95 Route 17 South, Suite 316  
Paramus, NJ 07652  
Phone: 201-712-1616  
Email: CSantomassimo@ndslaw.com

*Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site*

**FOR:** AIW WIND DOWN CORP.  
[Print name of Settling Defendant]

8/24/2014  
Date

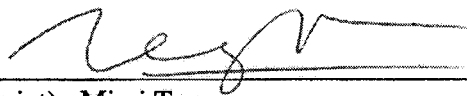
**BY:** Christopher Doucette  
Name (print): CHRISTOPHER DOVEALA  
Title: MANAGER  
Company: AIW WIND DOWN CORP.  
Address: 201 N. SERVICE RD  
MELVILLE, NY 11747

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): MEIR BLONDER  
Title: GENERAL COUNSEL  
Company: LEVITON MFG. CO., INC.  
Address: 201 N. SERVICE RD.  
MELVILLE, NY 11747  
Phone: 631-812-6497  
Email: mblonder@leviton.com

Signature Page for CD regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site

**FOR: Alcatel-Lucent USA Inc. (as successor to  
Western Electric Company), its parents,  
affiliates, predecessors, and successors in interest  
for purposes of the Site**  
[Print name of Settling Defendant]

08/24/2016  
Date

BY:   
Name (print): Mimi Ton  
Title: Senior Legal Counsel  
Company: Nokia Solutions and Networks US LLC  
and Alcatel-Lucent USA Inc.  
Address: 6000 Connection Drive  
Irving, TX 75038

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): Mimi Ton  
Title: Senior Legal Counsel  
Company: Nokia Solutions and Networks US LLC  
and Alcatel-Lucent USA Inc.  
Address: 6000 Connection Drive  
Irving, TX 75038  
Phone: 972.207.4198  
Email: mimi.ton@nokia.com

AND

Kathleen M. Whitby  
Spencer Fane LLP  
1 North Brentwood, Suite 1000  
St. Louis, MO 63105  
314.863.7733  
kwhitby@spencerfane.com

Attorneys for Alcatel-Lucent USA Inc. and  
Nokia Solutions and Networks US LLC

*Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site*

**FOR:** Alcoa Inc. (on behalf of its former subsidiary  
Crystal Thermoplastics, Inc.)

8-29-16  
Date

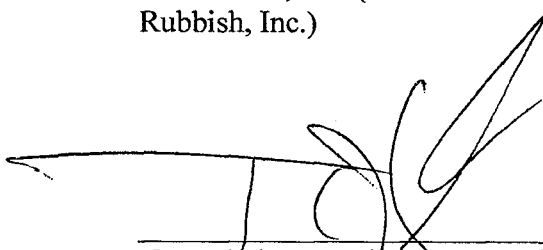
BY: Jennifer Smith Fary  
Name (print): Jennifer Smith Fary  
Title: Associate Counsel  
Company: Alcoa Inc.  
Address: 201 Isabella Street  
Pittsburgh, Pennsylvania 15212

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): Chris S. Walker  
Title: Attorney for Settling Defendant  
Company: K&L Gates LLP  
Address: 214 N. Tryon Street, Suite 4700  
Charlotte, NC 28202  
Phone: (704) 331-7515  
Email: chris.walker@klgates.com

Signature Page for CD regarding OU2 of the Peterson/Puritan, Inc. Superfund Site

**FOR**

Allied Waste Industries, LLC (f/k/a Allied Waste Industries, Inc.), Allied Waste Services of Massachusetts, LLC (for purposes of claims asserted against BFI), Browning-Ferris Industries, Inc., a Massachusetts corporation (as successor in interest to Barry Brothers, Inc.), and American Disposal Services of Missouri, Inc. (as successor in interest to Beattie's Rubbish, Inc.)



8/24/14  
Dated

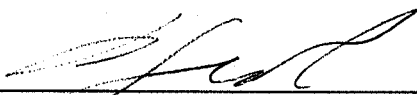
Name (print): Tim M. Benter  
Title: Vice President  
Address: 18500 N. Allied Way  
Phoenix, AZ 85054

Agent Authorized to Accept Service Name (print): Jonathan R. Haden  
On behalf of Above-signed Party: Title: Attorney  
Company: Lathrop & Gage LLP  
Address: 2345 Grand Blvd, Ste. 2700  
Kansas City, MO 64108-2618  
Phone: 816-460-5813  
email: jrhaden@lathropgage.com

Signature Page for CD regarding OU2 of the Peterson/Puritan, Inc. Superfund Site

**FOR** American Optical Corporation  
[Print name of Settling Defendant]

8/18/16  
Dated

  
\_\_\_\_\_  
Name (print): Maurice J. Cunniffe  
Title: Chairman  
Address: 80 Field Point Rd., Greenwich, CT 06830

Agent Authorized to Accept Service On Behave of Above-signed Party: Name (print): Robert D. Cox, Jr.  
Title: Attorney for American Optical Corporation  
Company: Bowditch & Dewey, LLP  
Address: 311 Main Street  
Worcester, MA 01608  
Phone: 508.926.3409  
Email: rcox@bowditch.com

*Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site*

**FOR: ANALOG DEVICES, INC.**

[Print name of Settling Defendant]

8/24/16

Date

BY 

Name (print): Margaret K. Seif

Title: Chief Legal Officer and Senior Vice  
President of Communications

Company: Analog Devices, Inc.

Address: One Technology Way  
Norwood, MA 02062

Agent Authorized to Accept Service Name (print): Jeffrey Davidson

on Behalf of Above-signed Party: Title: Partner

Company: Manatt, Phelps & Phillips, LLP

Address: 1050 Connecticut Avenue, NW, Suite 600  
Washington, DC 20036

Phone: (202) 585-6678

Email: [JDavidson@manatt.com](mailto:JDavidson@manatt.com)



Signature Page for CD regarding OU2 of the Peterson/Puritan, Inc. Superfund Site

FOR Avnet, Inc.  
[Print name of Settling Defendant]

8/19/16  
Dated

Kevin Moriarty  
Name (print): Kevin Moriarty  
Title: Chief financial officer  
Address: 2211 S. 47th Street  
Phoenix, AZ 85034

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): Erin Lewin  
Title: Sr. VP & General Counsel  
Company: Avnet, Inc.  
Address: 2211 S. 47th Street  
Phoenix, AZ 85034  
Phone: (480) 643-7009  
email: Erin.Lewin@Avnet.com

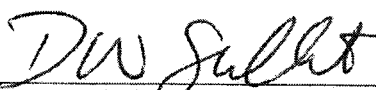
*Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site*

BAE Systems Information and Electronic Systems  
Integration Inc., on behalf of Hazeltine

**FOR:**

\_\_\_\_\_  
[Print name of Settling Defendant]

August 29, 2016  
Date

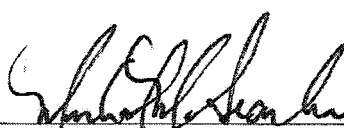
BY:   
Name (print): Daniel W. Sallet  
Title: Vice President and Treasurer  
Company: BAE Systems Information and Electronic  
Systems Integration Inc.  
Address: P.O. Box 868  
Nashua, NH 03061-0868

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): Thomas X. Tsirimokos  
Title: Counsel  
Company: BAE Systems Information and Electronic  
Systems Integration Inc.  
Address: Legal Department (NHQ01-719)  
P.O. Box 868  
Nashua, NH 03061-0868  
  
(Courier deliveries to 65 Spit Brook Road,  
Nashua, NH 03060-6909)  
Phone: 603-885-4556  
Email: [thomas.x.tsirimokos@baesystems.com](mailto:thomas.x.tsirimokos@baesystems.com)

*Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site*

**FOR:** Benjamin Moore & Co.

8/16/16  
Date


BY:   
Name (print): Michael Searles  
Title: President & CEO  
Company: Benjamin Moore & Co.  
Address: 101 Paragon Drive  
Montvale, NJ 07645

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): Paul Sangillo, Esq.  
Title: Deputy General Counsel  
Company: Benjamin Moore & Co.  
Address: 101 Paragon Drive  
Montvale, NJ 07645  
Phone: 201 949 6145  
Email: paul.sangillo@benjaminmoore.com

*Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site*

Benny's, Inc.  
Benny's of Mass., Inc.  
FOR: Benny's of RI, Inc.  
[Print name of Settling Defendant]

8-18-16  
Date

BY:   
Name (print): Arnold Bromberg  
Title: Vice President  
Company: Benny's, Inc.; Benny's of Mass.,  
~~Address~~ Inc.; Benny's of RI, Inc.  
Address: 340 Waterman Avenue  
Esmond, RI 02917

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): Amy E. Stratton, Esq.  
Title: Attorney  
Company: Moonan, Stratton & Waldman, LLP  
Address: 4 Richmond Square, Suite 150  
Providence, RI 02906-5151  
Phone: 401-272-6300  
Email: astratton@mswri.com

Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site

FOR: BNS Co. (now BNS LLC formerly  
[Print name of Settling Defendant]  
Brown + Sharpe Manufacturing Company

8/30/2016  
Date


BY: Sandra B Kearney  
Name (print): Sandra B Kearney  
Title: Secretary  
Company: BNS LLC (f/k/a BNS Co.)  
Address: 61 East Main St. Suite B  
Los Gatos, CA 95031

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): Joseph Farside Jr.  
Title: Legal Counsel  
Company: Locke Lord  
Address: 2800 Financial Plaza  
Providence RI 02903  
Phone: 401-274-9200  
Email: Joseph.Farside@lockelord.com

*Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site*

**FOR: Brigham and Women's Faulkner Hospital**  
[Print name of Settling Defendant]

08/25/16  
Date

BY:   
Name (print): Gerard F. Hadley  
Title: Vice President for Finance  
Company: Brigham and Women's Faulkner Hospital  
Address: 1153 Centre Street  
Boston, MA 02130

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): Paul G. Cushing  
Title: Attorney  
Company: Partners Healthcare  
Address: 399 Revolution Drive | Suite 660  
Somerville, MA 02145  
Phone: 857-282-1974  
Email: pcushing@partners.org

Signature Page for CD regarding OU2 of the Peterson/Puritan, Inc. Superfund Site

FOR BOLHN INFORMATION SYSTEMS, INC  
[Print name of Settling Defendant]

8/25/16  
Dated

WILLIAM J. DANOWAN  
Name (print): WILLIAM DANOWAN  
Title: CFD  
Address: 2500 Westchester Ave Suite 300  
Purchase NY

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

Name (print): ERIC PRZYBISKI  
Title: General Counsel  
Company: ATOS  
Address: 2500 Westchester Ave  
Purchase NY  
Phone: 914 881 3015  
email: ERIC.PRZYBISKI@ATOS.COM

Signature Page for CD regarding OU2 of the Peterson/Puritan, Inc. Superfund Site

FOR CAP, Inc. Delaware Corporation  
[Print name of Settling Defendant]

8/19/16  
Dated

Mary Stickley  
Name (print): Gary Stickley  
Title: Vice President  
Address: NC1-027-MZ-01  
214 N. Tryon St.  
Charlotte, NC 28255


Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: Corporation Trust Center  
Address: 1209 Orange Street  
Wilmington DE 19801  
Phone: (302) 658-4968  
email: \_\_\_\_\_



*Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site*

**FOR: CBS Operations, Inc., TCI Pacific  
Communications, Inc. and Morse Cutting Tools, Inc.**

8.22.2016  
Date

BY:   
Name (print): Eric J. Sobczak  
Title: V. P. & Assistant Secretary  
Company: CBS Operations, Inc.  
Address: 20 Stanwix St., 10<sup>th</sup> Floor  
Pittsburgh, PA 15222

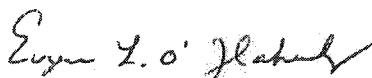
Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): Jeffrey B. Groy  
Title: V.P. & Senior Counsel/Envtl.  
Company: CBS Operations, Inc.  
Address: 2 E. Mifflin St., Suite 200  
Madison, WI 53703  
Phone: 262-705-0579  
Email: jeff.groy@cbs.com

Signature Page for CD regarding OU2 of the Peterson/Puritan, Inc. Superfund Site

**FOR** City of Boston as Successor to Boston City Hospital  
[Print name of Settling Defendant]

August 18, 2016

Dated



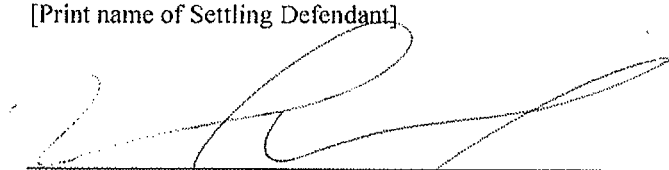
Name (print): Eugene L. O'Flaherty *EO*  
Title: Corporation Counsel  
Address: City Hall, Room 615, Boston, MA 02201

Agent Authorized to Accept Service on Behalf of Above-signed Party:	Name (print):	<u>Eugene L. O'Flaherty, Esquire</u>
	Title:	<u>Corporation Counsel</u>
	Company:	<u>City of Boston</u>
	Address:	<u>City Hall, Room 615</u>
		<u>Boston, MA 02201</u>
	Phone:	<u>(617) 635-4099</u>
	email:	<u>eugene.oflaherty@boston.gov</u>

*Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site*

**FOR:** Clean Harbors, Inc.  
[Print name of Settling Defendant]

August 16, 2016  
Date

  
**BY:** \_\_\_\_\_  
Name (print): Michael R. McDonald  
Title: Assistant Secretary  
Company: Clean Harbors, Inc.  
Address: 42 Longwater Drive  
Norwell, MA 02061

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

CT Corporation System  
155 Federal Street  
Suite 700  
Boston, MA 02110


*Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site*

**FOR: COMPO INDUSTRIES, INC./COMPO CHEMICAL COMPANY, INC.**

**Ausimont Industries, Inc.**

on behalf of Compo Industries, Inc., Ausimont Industries, Inc., and Solvay Solexis (n/k/a Solvay Specialty Polymers USA, LLC) and all their successors, predecessors, and assigns.

8/22/16  
Date

BY:   
Name (print): Wendy Ho  
Title: Secretary  
Company: c/o Solvay Specialty Polymers USA, LLC  
Address: 3333 Richmond Ave  
Houston, TX 77098

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

Name (print): Martha N. Donovan, Esq.  
Title: Attorney  
Company: Norris McLaughlin & Marcus  
Address: 721 Route 202-206, Suite 200  
Bridgewater, NJ 08807-5933  
Phone: 908-252-4240  
Email: [mndonovan@nmmlaw.com](mailto:mndonovan@nmmlaw.com)

**IRG Mansfield, LLC**

on behalf of Compo Chemical Company, Inc. and IRG Mansfield, LLC and their successors, predecessors, and assigns.

\_\_\_\_\_  
Date

BY: \_\_\_\_\_  
Name (print): Brent C. Anderson  
Title: President  
Company: IRG Mansfield, LLC  
Address: 7921 Southpark Plaza, Suite 109  
Littleton, CO 80120  
Phone: 303.972.6633

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

Name (print): J. Kemper Will  
Title: Director, Environmental Strategies  
Company: IRG Mansfield, LLC  
Address: 7921 Southpark Plaza, Suite 109  
Littleton, CO 80120  
Phone: 303.972.6633  
Email: [kwill@resight-ai.com](mailto:kwill@resight-ai.com)

*Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site*

**FOR: COMPO INDUSTRIES, INC./COMPO CHEMICAL COMPANY, INC.**

**Ausimont Industries, Inc.**

on behalf of Compo Industries, Inc., Ausimont Industries, Inc., and Solvay Solexis (n/k/a Solvay Specialty Polymers USA, LLC) and all their successors, predecessors, and assigns.

\_\_\_\_\_  
Date

BY: \_\_\_\_\_  
Name (print): Wendy Ho  
Title: Secretary  
Company: c/o Solvay Specialty Polymers USA, LLC  
Address: 3333 Richmond Ave  
Houston, TX 77098

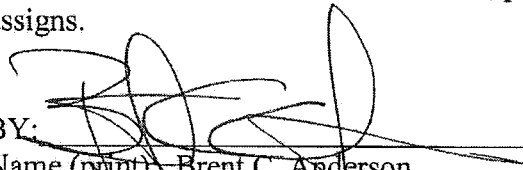
Agent Authorized to Accept Service  
on Behalf of Above-signed Party:

Name (print): Martha N. Donovan, Esq.  
Title: Attorney  
Company: Norris McLaughlin & Marcus  
Address: 721 Route 202-206, Suite 200  
Bridgewater, NJ 08807-5933  
Phone: 908-252-4240  
Email: [mndonovan@nmmlaw.com](mailto:mndonovan@nmmlaw.com)

**IRG Mansfield, LLC**

on behalf of Compo Chemical Company, Inc. and IRG Mansfield, LLC and all their successors, predecessors, and assigns.

8123116  
\_\_\_\_\_  
Date

BY:   
Name (print): Brent C. Anderson  
Title: President  
Company: IRG Mansfield, LLC  
Address: 7921 Southpark Plaza, Suite 109  
Littleton, CO 80120  
Phone: 303.972.6633

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

Name (print): J. Kemper Will  
Title: Director, Environmental Strategies  
Company: IRG Mansfield, LLC  
Address: 7921 Southpark Plaza, Suite 109  
Littleton, CO 80120  
Phone: 303.972.6633  
Email: [kwill@resight-ai.com](mailto:kwill@resight-ai.com)

Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site

FOR: Continental Fire & Marine Insurance LLC  
[Print name of Settling Defendant]

August 24, 2016  
Date

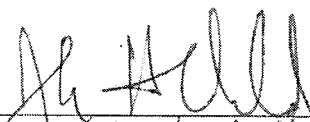
BY: [Signature]  
Name (print): Rick Holcomb  
Title: Deputy General Counsel  
Company: Continental Fire & Marine Insurance  
Address: 1830 Miscellaneous Park Drive  
Fort Mill, SC 29707

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): [Signature] Rick Holcomb  
Title: Deputy General Counsel  
Company: Same as Above  
Address: Same as above  
Phone: 704-281-9480  
Email: rick.holcomb@conti-na.com

Signature Page for CD regarding OU2 of the Peterson/Puritan, Inc. Superfund Site

FOR Corning Incorporated  
[Print name of Settling Defendant]

August 31, 2016  
Dated

  
Name (print): Jack H. Cleland  
Title: Senior Vice President  
Address: Corning Incorporated  
One Riverfront Plaza  
Corning, NY 14831

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): Linda E. Jolly  
Title: Vice President and Corporate Secretary  
Company: Corning Incorporated  
Address: One Riverfront Plaza  
Corning, NY 14831  
Phone: 607-974-7430  
email: jollylee@corning.com

Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site

FOR: Costa Inc. as successor by  
[Print name of Settling Defendant]  
merger to A.T. Cross Company

26 August 2016  
Date

BY: Greg L Benik  
Name (print): Gregory L. Benik  
Title: Counsel  
Company: Benik & Associates PC  
Address: 128 Dorrance St. Suite 450  
Providence, RI 02903

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): \_\_\_\_\_  
Title: same  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone: 401 480-2782

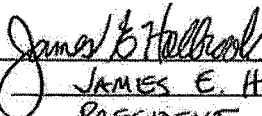
Email: gbenik@jneri.com



Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site

FOR: Cumberland Engineering Corporation  
[Print name of Settling Defendant]

31 AUG 2016  
Date

BY:   
Name (print): JAMES E. HOLBROOK  
Title: PRESIDENT  
Company: ACS Auxiliaries Group, Inc.  
Address: 2900 S. 160th St.  
New Berlin, WI 53151

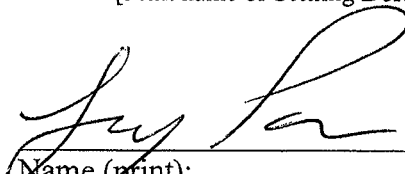
Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): Andrew C. Cooper  
Title: Shareholder Attorney  
Company: Hunsveker Goodstein PC  
Address: 5335 Wisconsin Ave, NW, Suite 360  
Washington, DC 20015  
Phone: 202-895-5380  
Email: acooper@hgnlaw.com

Signature Page for CD regarding OU2 of the Peterson/Puritan, Inc. Superfund Site

FOR CVS Pharmacy, Inc.  
[Print name of Settling Defendant]

8.29.2016

Dated

  
Name (print):  
Title:  
Address:

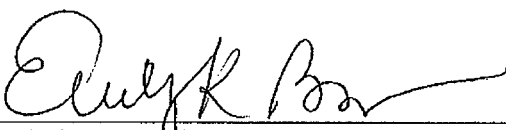
Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): COLIN G. VAN DYKE  
Title: ATTORNEY  
Company: MINTZ LEVIN  
Address: ONE FINANCIAL CTR.  
BOSTON, MA 02111  
Phone: 617-542-6000  
email: cgvan Dyke@mintz.com

*Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site*

**FOR: Energizer Manufacturing, Inc.**

[Print name of Settling Defendant]

July 26, 2016  
Date

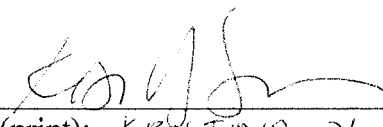
BY:   
Name (print): Emily K. Boss  
Title: Vice President and General Counsel  
Company: Energizer Holdings, Inc.  
Address: 533 Maryville University Dr.  
St. Louis, MO 63141

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): Lisa A. Funderburg  
Title: Partner  
Company: Stinson Leonard Street LLP  
Address: 225 North Water Street, Suite 402  
Decatur, IL 62523  
Phone: 217.615.3663  
Email: lisa.funderburg@stinson.com

*Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site*

**FOR:** ENVIRITE CORPORATION  
[Print name of Settling Defendant]

8/30/2016  
Date

**BY:**   
Name (print): KRISTINA Y SIBINGIA  
Title: PRESIDENT  
Company: ENVIRITE CORP  
Address: 310 N BEDFORD RD  
CHAPPAGUA NY 1084

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): JENNIFER CERVENKA  
Title: COUNSELOR AT LAW  
Company: PARTRIDGE, SNOW & HAHN LLP  
Address: 40 WESTMINSTER ST  
SUITE 1100 PROVIDENCE RI 02903  
Phone: (401) 861-8228  
Email: JRC@PSH.com

Signature Page for CD regarding OU2 of the Peterson/Puritan, Inc. Superfund Site

Flint Group U.S. LLC, successor to  
FOR Flint Ink Corporation  
[Print name of Settling Defendant]

8/23/16  
Dated

Ronny S. Muawad

Name (print): Ronny S. muawad  
Title: MANAGER  
Address: 14909 N. Beck Road, Plymouth, MI  
48170

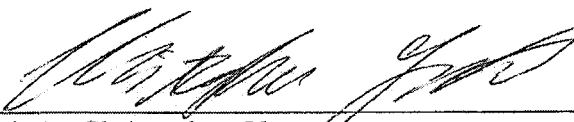
Agent Authorized to Accept Service  
on Behalf of Above-signed Party:

Name (print): General Counsel  
Title:  
Company: Flint Group US LLC  
Address: 14909 N Beck Rd  
Plymouth, MI 48170  
Phone: 734-781-4600  
email:

*Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site*

**FOR:** Fortifiber Corporation (Sisalkraft)  
[Print name of Settling Defendant]

8/18/16  
Date

BY:   
Name (print): Christopher Yount  
Title: President  
Company: Fortifiber Corporation  
Address: 300 Industrial Driver  
Fernley, NV 89408

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): Allen Zeigler  
Title: VP of Sales  
Company: Fortifiber Corporation  
Address: 21956 Yellowstone Lane  
Lake Forest, CA 92630  
Phone: 949-709-0373  
Email: azeigler@fortifiber.com

Signature Page for CD regarding OU2 of the Peterson/Puritan, Inc. Superfund Site

FOR PAUL F. GALEGO, PRES.  
[Print name of Settling Defendant] /

*Paul F Galego*

GALEGO EQUITIES, INC.

8-18-2016

Dated

Name (print):

Title: PRES.

Address: 67 ESMOND AVE. (PO Box 1402)  
NORTH KINGSTOWN, RI 02852

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

Name (print): JOSEPH DE ANGELIS, ESQ

Title: COUNSEL

Company: ADLER POLLOCK + SHEEHAN

Address: ONE CITIZENS PLAZA 8th FL  
PROVIDENCE RI 02903 - 1345

Phone: 401 274 7200


email:

JDEANGELIS @ APSLAW  
.COM

*Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site*

**FOR: General Cable Industries, Inc.**

August 22, 2016  
Date

BY:   
Name (print): Emerson C. Moser  
Title: Senior Vice President and General Counsel  
Company: General Cable Industries, Inc.  
Address: 4 Tesseneer Drive  
Highland Heights, KY 41076

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): Christopher S. Habel, Esq.  
Title: Member  
Company: Frost Brown Todd, LLC  
Address: 3300 Great American Tower, 301 E. 4<sup>th</sup> St.  
Cincinnati, Ohio 45202  
Phone: 513-651-6993  
Email: chabel@fbtlaw.com



Signature Page for CD regarding OU2 of the Peterson/Puritan, Inc. Superfund Site

FOR General Electric Company  
[Print name of Settling Defendant]

8/22/16  
Dated

Roderic McLaren

Name (print): Roderic McLaren  
Title: Executive Counsel-Environmental Remediation  
Address: 159 Plastics Avenue Pittsfield, MA 01201


Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: CT Corporation System  
Address: 450 Veterans Memorial Parkway-Suite 7A  
East Providence, Rhode Island 02914  
Phone: 800-448-5350  
email: MajorAccount1@walterskluwer.com

Signature Page for CD regarding OU2 of the Peterson/Puritan, Inc. Superfund Site

**FOR** Georgia-Pacific LLC (successor to Scott Graphics)  
[Print name of Settling Defendant]

8/22/16

Dated

  
Name (print): Dave G. Massengill  
Title: Senior Director, Remediation  
Address: 133 Peachtree Street, NE  
Atlanta, GA 30303

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): J. Michael Davis  
Title: Assistant General Counsel  
Company: Georgia-Pacific LLC  
Address: 133 Peachtree Street, NE  
Atlanta, GA 30303  
Phone: 404-652-7497  
email: JMDavis@gapac.com

Signature Page for CD regarding OU2 of the Peterson/Puritan, Inc. Superfund Site

FOR OSRAM SYLVANIA Inc.  
[Print name of Settling Defendant]

8/29/16  
Dated

*[Handwritten Signature]*  
Name (print): Daniela E. Tracey  
Title: V.A. General Counsel  
Address: 200 Ballardville St.  
Wilmington, MA

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

Name (print): Adam P. Kahn, Esq.  
Title: Attorney  
Company: Foley Hoag LLP  
Address: 155 Seaport Boulevard  
Boston, MA 02210  
Phone: (617) 832-1206  
email: akahn@foleyhoag.com

Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site

FOR: Handy e Harman  
[Print name of Settling Defendant]

8/22/2016  
Date

BY: M. Macmanus  
Name (print): Michael Macmanus  
Title: Secretary & General Counsel  
Company: Handy e Harman Ltd.  
Address: 1133 Westchester Ave. N-222  
White Plains, NY 10604

FOR: Handy e Harman Electronic Materials Corp.  
[Print name of Settling Defendant]

8/22/2016  
Date

BY: M. Macmanus  
Name (print): Michael Macmanus  
Title: Secretary & General Counsel  
Company: Handy e Harman Ltd.  
Address: 1133 Westchester Ave. N-222  
White Plains, NY 10604

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

Name (print): Michael Macmanus  
Title: Secretary & General Counsel  
Company: Handy e Harman Ltd.  
Address: 1133 Westchester Ave. N-222  
White Plains, NY 10604  
Phone: 212-520-2370  
Email: mmanus@steelpartners.com

Signature Page for CD regarding OU2 of the Peterson/Puritan, Inc. Superfund Site

FOR Hasbro, Inc.  
[Print name of Settling Defendant]

8/29/16  
Dated

Barbara Finigan  
Name (print):  
Title: Chief Legal Officer  
Address: 1011 Newport Avenue  
Pawtucket RI 02862

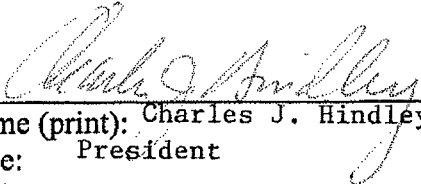
Agent Authorized to Accept Service  
on Behalf of Above-signed Party:

Name (print): Barbara Finigan  
Title: Chief Legal Officer  
Company: Hasbro, Inc.  
Address: 1011 Newport Ave  
Pawtucket, RI 02862  
~~Phone:~~ barbara.finigan@hasbro.com  
~~email:~~ (401) 777-5000  
~~fax:~~

Signature Page for CD regarding OU2 of the Peterson/Puritan, Inc. Superfund Site

**FOR** HINDLEY MANUFACTURING CO., INC.  
[Print name of Settling Defendant]

8/18/16  
Dated

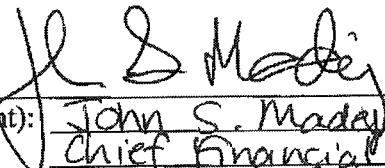
  
Name (print): Charles J. Hindley  
Title: President  
Address:

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): Ralph M. Kinder  
Title: Attorney  
Company: Gilstein, Kinder & Levin, LLP  
Address: 155 South Main Street, Suite 300  
Providence, RI 02903  
Phone: (401) 751-1500 Ext. 124  
email: rkinder@gklfirm.com

*Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site*

**FOR:** Hollingsworth + Vose Company  
[Print name of Settling Defendant]

August 26, 2016  
Date

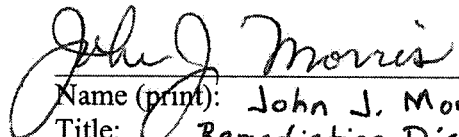
**BY:**   
**Name (print):** John S. Maday  
**Title:** Chief Financial Officer  
**Company:** Hollingsworth + Vose Company  
**Address:** 112 Washington St.  
E. Walpole, MA 02032

**Agent Authorized to Accept Service on Behalf of Above-signed Party:** **Name (print):** Deirdre M. Murphy  
**Title:** V.P. + General Counsel  
**Company:** Hollingsworth + Vose Company  
**Address:** 112 Washington St.  
E. Walpole, MA 02032  
**Phone:** 508-850-2201  
**Email:** deirdre.murphy@hvo.com

Signature Page for CD regarding OU2 of the Peterson/Puritan, Inc. Superfund Site

Honeywell International Inc., on behalf of Honeywell  
International Inc., Honeywell, Inc. and all their successors,  
**FOR** predecessors and assigns  
[Print name of Settling Defendant]

8/22/16  
Dated

  
Name (print): John J. Morris  
Title: Remediation Director  
Address: Honeywell  
115 Tabor Rd  
Morris Plains, NJ 07950


Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): Michael E. Scott, Esq.  
Title: Attorney for Honeywell International, Inc.  
Company: Nutter McClennen & Fish LLP  
Address: 155 Seaport Boulevard  
Boston, MA 02210  
Phone: (617) 439-2811  
email: msscott@nutter.com



*Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site*

**FOR: HP INC., f/k/a Hewlett-Packard Company, for  
itself and Digital Equipment Corporation**

8/11/16  
Date

BY:   
Name (print): Stacey E. Winter  
Title: Global Director of Workplace Risk  
Management

Company: HP Inc.  
Address: 1070 NE Circle Blvd  
Corvallis, OR, 97330

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): Jenny McClister, Esquire  
Title: Compliance & Social Responsibility  
Counsel, US & Canada  
Company: HP Inc.  
Address: 1501 Page Mill Road, MS 1560  
Palo Alto, CA 94304  
Phone: (650) 316-4711  
Email: jenny.mcclister@hp.com

Signature Page for CD regarding OU2 of the Peterson/Puritan, Inc. Superfund Site

FOR Huhtamaki, Inc., P/K/a Nyman  
[Print name of Settling Defendant] Manufacturing Co., Inc.

August 19, 2016  
Dated

Rochelle B. Stringer  
Name (print): Rochelle B. Stringer  
Title: Secretary & General Counsel  
Address: Huhtamaki, Inc.  
9201 Packaging Dr.  
De Soto, KS, 66018

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): Rochelle B. Stringer  
Title: Secretary & General Counsel  
Company: Huhtamaki, Inc.  
Address: 9201 Packaging Dr.  
De Soto, KS 66018  
Phone: 913-583-8635  
email: rochelle.stringer@huhtamaki.com

Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site

FOR: International Paper Company  
[Print name of Settling Defendant]

8/29/16  
Date

BY: Sharon R. Ryan  
Name (print): Sharon R. Ryan  
Title: SUP-General Counsel + Corp Secretary  
Company: International Paper Company  
Address: 6400 Poplar Ave  
Memphis, TN 38197


Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): Steve Ginstic  
Title: Chief Counsel - Health, Safety & Remediation  
Company: International Paper Company  
Address: 6400 Poplar Ave  
Memphis, TN 38197  
Phone: 901.419.3808  
Email: Steve.Ginstic@ipaper.com

Signature Page for CD regarding OU2 of the Peterson/Puritan, Inc. Superfund Site

**FOR** Invensys Systems, Inc. (f/k/a The Foxboro Company)  
[Print name of Settling Defendant]

August 18, 2016

Dated



Name (print): Steven P. Sacco  
Title: Vice President  
Address: 70 Mechanic Street, C41-32, Foxboro, MA 02035

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

Name (print): Paul A. Ahearn  
Title: Director, Environmental Projects  
Company: Schneider Electric USA, Inc.  
Address: 70 Mechanic Street, C41-32  
Foxboro, MA 02035  
Phone: (508) 549-4949  
email: Paul.Ahearn@schneider-electric.com

and to:

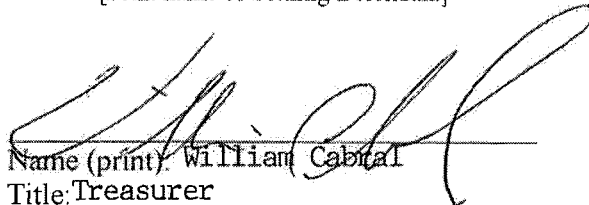
Seth D Jaffe, Esq.  
Foley Hoag LLP  
Seaport West  
155 Seaport Boulevard  
Boston, MA 02210-2600  
(617) 832-1203  
SJaffe@foleyhoag.com

Signature Page for CD regarding OU2 of the Peterson/Puritan, Inc. Superfund Site

**FOR J. H. Lynch & Sons, Inc.**

[Print name of Settling Defendant]

Aug. 19, 2016  
Dated

  
Name (print): William Cabral  
Title: Treasurer  
Address: 50 Lynch Place  
Cumberland, RI 02864

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

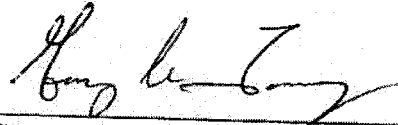
Name (print):	<u>Lawrence P. McCarthy</u>
Title:	<u>Vice President</u>
Company:	<u>J. H. Lynch &amp; Sons, Inc.</u>
Address:	<u>50 Lynch Place</u> <u>Cumberland, RI 02864</u>
Phone:	<u>401-333-4300</u>
email:	<u>lmccarthy@jhlynch.com</u>

*Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site*

**FOR: KAMAN AEROSPACE CORP.**

August 29, 2016

BY:



Gary L. Tong  
Vice President – Corporate Risk, Safety and  
Environmental Management  
Kaman Aerospace Corporation  
P.O. Box 2, Old Windsor Road  
Bloomfield, CT 06002

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



Shawn G. Lisle, Esq.  
Senior Vice President and General Counsel  
Kaman Corporation  
1332 Blue Hills Avenue  
Bloomfield, CT 06002  
Phone: (860) 286-4142  
E-Mail: shawn.lisle@kaman.com


*Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site*

**FOR: KIK CUSTOM PRODUCTS, INC.**

[Print name of Settling Defendant]

August 5, 2016

Date

BY:   
Name (print): Andrew Fondaw  
Title: VP, Health, Environment, Safety & Sustainability  
Company: KIK Custom Products, Inc.  
Address: 101 MacIntosh Blvd.  
Concord, ON CANADA L4K 4R5


Agent Authorized to Accept Service Name (print): Mark Halperin

on Behalf of Above-signed Party: Title: EVP, General Counsel & Secretary  
Company: KIK Custom Products, Inc.  
Address: 101 MacIntosh Blvd.  
Concord, ON CANADA L4K 4R5  
Phone: (905) 532-2087  
Email: mhalperin@KIKCORP.com

*Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site*

**FOR: Kmart Corporation**

12 / 16 / 16  
Date

BY:   
Name (print): ANDREW JOHNSTONE  
Title: DGC  
Company: SEARS HOLDINGS  
Address: 2333 BEVERLY ROAD  
HOFFMAN ESTATES, IL 60179


Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): James P. Ray and Deborah A. Vennos  
Title: Attorney  
Company: Robinson & Cole, LLP  
Address: 280 Trumbull Street  
Hartford, CT 06103  
Phone: (860) 275-8200  
Email: [jray@rc.com](mailto:jray@rc.com) and [dvennos@rc.com](mailto:dvennos@rc.com)



*Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site*

**FOR: LANDRY & MARTIN OIL COMPANY, INC.**

8-24-16  
Date

BY:   
Name (print): CHRISTOPHER J. MARTIN  
Title: VICE PRESIDENT  
Company: Landry & Martin Oil Company, Inc.  
Address: 362 Central Avenue  
Pawtucket, RI 02860

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): Bret W. Jedele, Esq.  
Title: Attorney  
Company: Chace Ruttenberg & Freedman, LLP  
Address: One Park Row, Suite 300  
Providence, RI 02903  
Phone: 401-453-6400  
Email: bjedele@crflp.com

*Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site*

**FOR:** Larson Tool & Stamping Company

[Print name of Settling Defendant]

August 31, 2016

Date

BY: 

Name (print): Charles W. Cederberg

Title: President

Company: Larson Tool & Stamping Company

Address: 90 Olive Street

Attleboro, MA 02703

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

Name (print): Michael T. McGahan, Esquire

Title: Attorney

Company: Coogan Smith, LLP

Address: 144 Bank Street, P.O. Box 2320

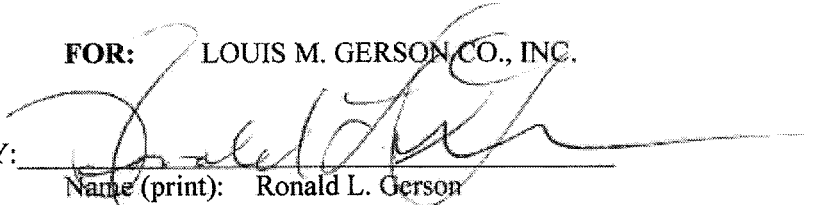
Attleboro, MA 02703

Phone: 508-222-0002

Email: mtm@coogansmith.com

*Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site*

August 17, 2016  
Date

**FOR:** LOUIS M. GERSON CO., INC.  
**BY:**   
Name (print): Ronald L. Gerson  
Title: President  
Company: Louis M. Gerson Co., Inc.  
Address: 16 Commerce Blvd.  
Middleborough, MA 02346

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

Name (print): Ronald L. Gerson  
Title: President  
Company: Louis M. Gerson Co., Inc.  
Address: 16 Commerce Blvd.  
Middleborough, MA 02346  
Phone: 508-947-4000  
Email: rgeron@gersonco.com

Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site

FOR: Mandeville Signs Inc.  
[Print name of Settling Defendant]

8-1-16  
Date

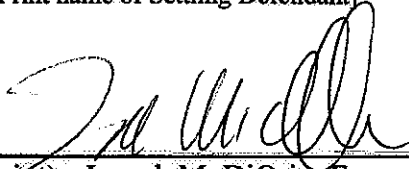
BY: Jeanne E Mandeville  
Name (print): Jeanne E. Mandeville  
Title: VP  
Company: Mandeville Signs Inc  
Address: 676 George Washington Hwy  
Lincoln RI 02865

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): Jeanne E Mandeville  
Title: VP  
Company: Mandeville Signs Inc  
Address: 676 Geo Washington Hwy  
Lincoln RI 02865  
Phone: 401 834 9003  
Email: jeanne@mandevillesigns.com

*Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site*

**FOR: Microfibres, Inc. by Joseph M. DiOrto,**  
**Chapter 7 Bankruptcy Trustee**  
**[Print name of Settling Defendant]**

9-8-16  
Date

BY:   
Name (print): Joseph M. DiOrto, Esq.  
Title: Trustee  
Company: Law Office of Joseph M. DiOrto, Inc.  
Address: 144 Westminster Street – Suite 302  
Providence, RI 02903

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): Joseph A. Farside, Jr.  
Title: Partner  
Company: Locke Lord LLP  
Address: 2800 Financial Plaza  
Providence, RI 02903  
Phone: (401) 274-9200  
Email: joseph.farside@lockelord.com

Signature Page for CD regarding OU2 of the Peterson/Puritan, Inc. Superfund Site

FOR Motorola Solutions, Inc.  
[Print name of Settling Defendant]

8/22/16

Dated

Terry A. Bell

Name (print): TERRY A. BELL

Title: VICE PRESIDENT, EHS

Address: 500 W. MONROE  
CHICAGO, IL 60661

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

Name (print): MARK HACKER

Title: GENERAL COUNSEL

Company: MOTOROLA SOLUTIONS, INC. (CODEX)

Address: 500 W. MONROE, 44<sup>TH</sup> FLOOR  
CHICAGO, IL 60661

Phone: 847.576.2573

email: MARK.HACKER@  
MOTOROLA SOLUTIONS.COM

Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site

**FOR:** Mule Emergency Lighting, Inc.  
[Print name of Settling Defendant]

22 August 2016  
Date

**BY:** [Signature]  
Name (print): Gregory L. Benik  
Title: Counsel  
Company: Benik & Associates P.C.  
Address: 128 Dorrance St. Suite 450  
Providence, RA  
02903

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): Same as above  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_

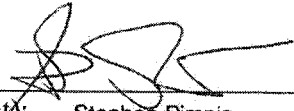
Phone: 401 480-2782  
Email: \_\_\_\_\_

gbenik@jper.com

*Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site*

**FOR:** Murata Power Solutions, Inc (Datel, Inc.)  
[Print name of Settling Defendant]

August 29, 2016  
Date

BY:   
Name (print): Stephen Pimpis  
Title: President & CEO  
Company: Murata Power Solutions, Inc  
Address: 11 Cabot Boulevard  
Mansfield, MA 02048-1151

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): Kurk W Kan  
Title: Director, Environmental Compliance  
Company: Murata Power Solutions, Inc  
Address: 11 Cabot Boulevard  
Mansfield, MA 02048-1151  
Phone: 508-964-5327  
Email: kkan@murata.com



*Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site*

**FOR:** NSTAR Electric Company d/b/a  
Eversource Energy

8-24-16  
Date

BY: Catherine C. Finneran

Name (print): Catherine Finneran  
Title: Director, Environmental Affairs  
Company: Eversource Energy  
Address: 247 Station Drive  
Westwood, MA 02090

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): Nancy Kaplan  
Title: Senior Counsel  
Company: Eversource Energy  
Address: 800 Boylston Street, 17<sup>th</sup> Floor  
Boston, MA 02199-8003  
Phone: (617) 424-2128  
Email: nancy.kaplan@eversource.com

Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site

FOR: Oce Imaging Supplies, Inc. f/k/a Arkwright Incorporated  
[Print name of Settling Defendant]  
as a Settling DeMinimis Party

8/22/16  
Date

BY: [Signature]  
Name (print): MARK KASTER  
Title: Counsel on behalf of Oce Imaging  
Company: Supplies, Inc. f/k/a Arkwright Incorporated  
Address: c/o Dorsey & Whitney LLP  
50 S. 6<sup>TH</sup> ST, Mpls, MN 55402

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): Oce Imaging Supplies, Inc.  
Title: f/k/a Arkwright Incorporated  
Company: c/o Dorsey & Whitney LLP  
Address: 50 South 6<sup>TH</sup> St.  
Mpls, MN 55402  
Phone: Attn: Mark Kaster (612) 340-7815  
Email: Kaster.mark@dorsey.com.

Signature Page for CD regarding OU2 of the Peterson/Puritan, Inc. Superfund Site

Olin Corporation for itself and on behalf  
of Philip A. Hunt Chemical Corporation  
**FOR** and The North Terminal Company  
[Print name of Settling Defendant]

8/19/16

Dated

Curtis M Richards  
Name (print): Curtis M. Richards *CMR*

Title:

Address:

Agent Authorized to Accept Service Name (print): \_\_\_\_\_  
on Behalf of Above-signed Party: Title: \_\_\_\_\_

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

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

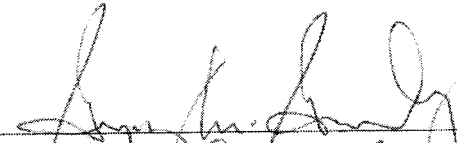
Phone: \_\_\_\_\_

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

Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site

FOR: Organic Dyestuffs Corp.  
[Print name of Settling Defendant]

8/15/16  
Date


BY:   
Name (print): Gregory M. Gormby  
Title: Owner  
Company: Organic Dyestuffs Corp.  
Address: 65 Valley Street  
East Providence, RI 02914

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Signature Page for CD regarding OU2 of the Peterson/Puritan, Inc. Superfund Site

**FOR: Pentair Valves & Controls, LLC, in the place of  
the originally named defendant, "Tyco  
International, successor to Crosby Valve"**  
[Print name of Settling Defendant]

8/23/16  
Date

  
\_\_\_\_\_  
Name (print): Jason Stokes  
Title: Secretary  
Address: 5500 Wayzata Blvd, Suite 600  
Golden Valley, MN 55416


Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): Steve Mesarick  
Title: Associate General Counsel  
Company: Pentair Valves & Controls, LLC  
Address: 10707 Clay Rd  
Houston, TX 77041  
Phone: 713-986-8608  
Email: steven.mesarick@pentair.com

Signature page for CD regarding OU2 of the Peterson/Puritan, Inc. Superfund Site

For Philips Electronics North America Corp. (Amperex Electronics)

August 18, 2016

Dated



Name: Joseph E. Innamorati  
Title: Senior Vice President  
Address: 3000 Minuteman Road  
Andover, MA 01810



Name: Paul Cavanaugh  
Title: Vice President  
Address: 3000 Minuteman Road  
Andover, MA 01810

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

Name: Anthony Halling  
Title: Assistant Project Manager  
Company: Philips Electronics North  
America Corp. (Amperex Electronics)  
Address: 15313 W. 95<sup>th</sup> Street  
Lenexa, KS 66219  
Phone: (913) 538-2357  
email: Anthony.halling@philips.com

*Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site*

**FOR:** President and Fellows of Harvard College,  
on behalf of itself and its constituent parts

8-25-2016  
Date

BY: *Michael P. McGowan*  
Name (print): Michael P. McGowan  
Title: Interim Assoc. Dean Campus Planning/Facilities  
Company: Harvard Medical School  
Address: 180 Longwood Avenue  
Boston, MA 02115

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site

FOR: Quest Diagnostics  
[Print name of Settling Defendant]

8/29/2016  
Date

BY: Nicola A. Milillo Jr  
Name (print): Ny - 2/6/16  
Title: National Director, EHS  
Company: Quest Diagnostics  
Address: 3 GIRALDA FARMS  
MADISON, NJ 07940

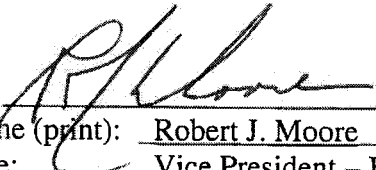
Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): JOHN McKINNEY, Jr, Esq  
Title: ATTORNEY  
Company: CHIESA SHAHINIAN + GIANTOMASI, P  
Address: ONE BOLAND DR  
WEST ORANGE, NJ 07052  
Phone: 973-530-2036  
Email: ~~EM~~ JMCKINNEY@CSGLAW.COM



*Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site*

**FOR:** RAYTHEON COMPANY

8/29/2016  
Date

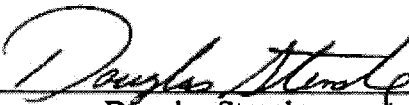
BY:   
Name (print): Robert J. Moore  
Title: Vice President – Business Services  
Company: Raytheon Company  
Address: 870 Winter Street  
Waltham, MA 02451

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): Robert J. Moore  
Title: Vice President – Business Services  
Company: Raytheon Company  
Address: 870 Winter Street  
Waltham, MA 02451  
Phone: 781-522-3067  
Email: robert.j.moore@raytheon.com

*Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site*

**FOR: ROCKWELL COLLINS, INC., FOR ITSELF AND FOR ITS WHOLLY-OWNED  
SUBSIDIARY, MAINE ELECTRONICS, INC.**

August 23, 2016

**BY:**   
**Name:** Douglas Stenske  
**Title:** Vice President, Treasurer and Risk Management  
**Company:** Rockwell Collins, Inc.  
**Address:** 400 Collins Road NE  
Cedar Rapids, IA 52498-3161

**Agent Authorized to Accept Service on Behalf of Above-signed Party:** **Name (print):** Kenneth F. Gray  
**Title:** Attorney at Law  
**Company:** Pierce Atwood LLP  
**Address:** 254 Commercial Street  
Merrill's Wharf  
Portland, Maine 04101  
**Phone:** 207-791-1212  
**Email:** [Kgray@PierceAtwood.com](mailto:Kgray@PierceAtwood.com)

*Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site*

**FOR: Rohm and Haas Chemicals LLC (on behalf of Rohm and Haas Company, Shipley Company, and Ventron Corporation)**

[Print name of Settling Defendant]

August 25, 2016  
Date

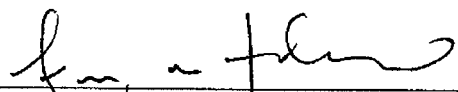
BY: Megan C McCulloch  
Name (print): Megan C. McCulloch  
Title: Authorized Representative  
Company: The Dow Chemical Company  
Address: 2030 Dow Center  
Midland, MI 48674

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): CT Corporation  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: 1209 Orange Street  
Wilmington, DE 19801  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

*Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site*

**FOR:** Sears Roebuck & Co.

12 / 10 / 16  
Date

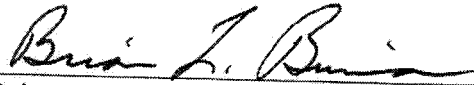
BY:   
Name (print): ANDREW JOHNSTONE  
Title: DGC  
Company: SEARS ROEBUCK  
Address: 2333 BEVERLY ROAD  
HOFFMAN ESTATES, IL 60179

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): James P. Ray and Deborah A. Vennos  
Title: Attorney  
Company: Robinson & Cole, LLP  
Address: 280 Trumbull Street  
Hartford, CT 06103  
Phone: (860) 275-8220  
Email: [jray@rc.com](mailto:jray@rc.com) and [dvennos@rc.com](mailto:dvennos@rc.com)

*Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site*

**FOR:** Sequa Corporation (f/k/a Sun Chemical Corporation and its divisions General Printing Ink and Graphic Arts Materials)  
[Print name of Settling Defendant]

September 1, 2016  
Date

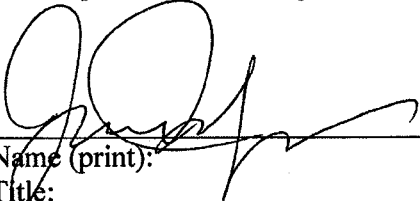
BY:   
Name (print): Brian L. Buniva, Esq.  
Title: Senior Director EHS & Senior Counsel  
Company: Sequa Corporation  
Address: 300 Blaisdell Road  
Orangeburg, New York 10962

Agent Authorized to Accept Service Name (print): Steven R. Lowson, Esq.  
on Behalf of Above-signed Party: Vice President, General Counsel and  
Corporate Secretary  
Company: Sequa Corporation  
Address: 300 Blaisdell Road  
Orangeburg, New York 10962  
Phone: 813-434-4521  
Email: Steven\_Lowson@Sequa.com

Signature Page for CD regarding OU2 of the Peterson/Puritan, Inc. Superfund Site

FOR Shawmut Corporation  
[Print name of Settling Defendant]

8/29/16  
Dated

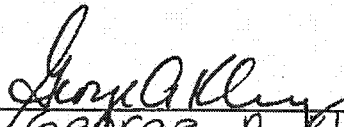
  
Name (print): James Wyner  
Title:  
Address:

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): Robert Kirsch  
Title: Attorney  
Company: WilmerHale  
Address: 60 State Street  
Boston, MA 02109  
Phone: 617-526-6779  
email: Robert.Kirsch@wilmerhale.com

*Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site*

**FOR:** Sikorsky Aircraft Corporation  
[Print name of Settling Defendant]

9/1/2014  
Date

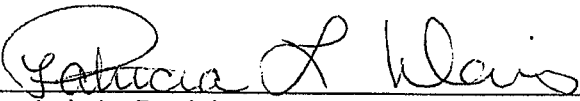
**BY:**   
Name (print): George A. Flug  
Title: VP, ESH - Chief Safety Officer  
Company: Sikorsky A Lockheed Martin CO.  
Address: 6900 Main Street  
Stratford, CT 06115

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

*Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site*

**FOR: Standard Rubber Products, Inc.**  
[Print name of Settling Defendant]

8/4/16  
Date

BY:   
Name (print): Patricia L. Davis  
Title: President  
Company: 64 B Street  
Address: Hanover, MA 02339-7157

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): Adam J. Brodsky, Esq.  
Title: Attorney  
Company: Drohan Tocchio & Morgan, P.C.  
Address: 175 Derby Street, Suite 30  
Hingham, MA 02043  
Phone: (781) 749-7200  
Email: abrodsky@dtm-law.com



Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site

FOR: SUPERVALU Holdings, Inc.  
[Print name of Settling Defendant]  
Alka Roger Williams Foods

8/10/16  
Date

BY: [Signature]  
Name (print): Kimberly J. Myrda  
Title: Vice President  
Company: SUPERVALU INC.  
Address: 11840 Valley View Road  
Eden Prairie, MN 55344

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): Greg Benik, Esq.  
Title: \_\_\_\_\_  
Company: Benik + Associates  
Address: 128 Dorrance Street, Suite 450  
Providence, RI 01903  
Phone: (401) 454-0054 401 980-2782  
Email: ~~(401) 454-0054~~ gbenik@jreri.com

*Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site*

**FOR:** Teknor Apex Company  
[Print name of Settling Defendant]

August 26, 2016  
Date

**BY:** William J Murray  
Name (print): William J Murray  
Title: President  
Company: Teknor Apex Company  
Address: 505 Central Ave  
Powder Mill, RI 02861

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Signature Page for CD regarding OU2 of the Peterson/Puritan, Inc. Superfund Site

**FOR TEXAS INSTRUMENTS INCORPORATED**

8/19/2016

Dated



Name: Patrice Tompkins-Everidge  
Title: Vice President  
Worldwide Environmental, Safety & Health  
Address: 13350 TI Boulevard  
Dallas, Texas 75243

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): Cynthia Hoff Trochu  
Title: General Counsel  
Company: Texas Instruments Incorporated  
Address: 12500 TI Boulevard  
Dallas, Texas 75243

With Copy to: Name: Jonathan Weisberg  
Title: Senior Counsel  
Address: 13588 N. Central Expressway, MS 3999  
Dallas, Texas 75243  
Phone: 214-479-1269  
email: [jweisberg@ti.com](mailto:jweisberg@ti.com)

Agent for Service in RI: **CT Corporation System  
450 Veterans Memorial Highway  
Suite 7A  
East Providence, RI 02914**

Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site

FOR: Textron Inc.  
[Print name of Settling Defendant]

Aug 24, 2016  
Date

OK  
jms  
8/24/16

BY: [Signature]  
Name (print): Julie Duffey  
Title: VP : Deputy General Counsel-Lit  
Company: Textron Inc.  
Address: 40 Westminster St.  
Providence, RI 02903

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

Name (print): Jamieson Schiff  
Title: Executive Counsel  
Company: Textron Inc.  
Address: 40 Westminster St.  
Providence, RI 02903  
Phone: 401-457-2422  
Email: j Schiff@textron.com

Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site

FOR: The Hisinger Company  
[Print name of Settling Defendant]

8.26.16  
Date

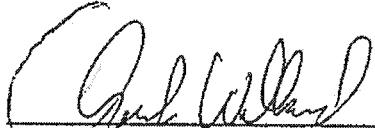
BY: [Signature]  
Name (print): PAUL JANELL  
Title: COO  
Company: The Hisinger Company  
Address: 33 West Beacon St.  
Plainville MA 02762

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Signature Page for CD regarding OU2 of the Peterson/Puritan, Inc. Superfund Site

FOR The Narragansett Electric Company  
d/b/a National Grid as successor by  
merger to Blackstone Valley Electric Company  
[Print name of Settling Defendant]

8/23/2016  
Dated

  
Name (print): Charles Willard *CS*  
Title: Authorized Representative  
Address: 300 Erie Blvd W  
Syracuse, NY 13202

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: Corporation Service Company  
Address: 222 Jefferson Blvd, Suite 200  
Warwick, RI 02888  
Phone: \_\_\_\_\_  
email: \_\_\_\_\_

Signature Page for CD regarding OU2 of the Peterson/Puritan, Inc. Superfund Site

**FOR** The Okonite Company, Inc.

[Print name of Settling Defendant]

August 18, 2016

Dated



Name (print): James J. Groome

Title: Director - Safety & Environmental Programs

Address: PO Box 340, Ramsey, NJ 07446

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

Name (print): James J. Groome

Title: Director - Safety & Environmental Programs

Company: The Okonite Company, Inc.

Address: PO Box 340

Ramsey, NJ 07446

Phone: 201-825-0300

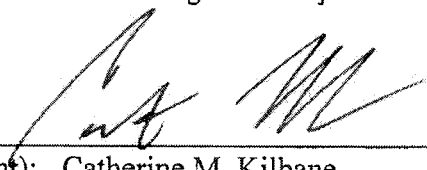
email: groome@okonite.com

*Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site*

**FOR: The Sherwin- Williams Company**

[Print name of Settling Defendant]

August 30, 2016  
Date

BY:   
Name (print): Catherine M. Kilbane  
Title: Senior Vice President, General Counsel and Secretary  
Company: The Sherwin-Williams Company  
Address: 101 W. Prospect Ave.  
Cleveland, OH 44115

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print) : Jason Perdion  
Title: Sr. Counsel, Environmental & Regulatory  
Company: The Sherwin-Williams Company  
Address: 101 W. Prospect Ave., Ste. 1120  
Phone: (216) 515-7343  
Email: jason.perdion@sherwin.com



Signature Page for CD regarding OU2 of the Peterson/Puritan, Inc. Superfund Site

**FOR: The Stop & Shop Supermarket Company LLC\***  
[Print name of Settling Defendant]

5/26/16  
Dated

*Paul Thomas A. Hippler*  
Name (print): Thomas A. Hippler  
Title: Secretary and General Counsel  
Address: 1385 Hancock Street, Quincy, MA 02169


Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): Ronald W. Ruth, Esq.  
Title: Partner  
Company: Sherin and Lodgen LLP  
Address: 101 Federal Street  
Boston, MA 02110  
Phone: (617) 646-2165  
email: rwruth@sherin.com

\* The Stop & Shop Supermarket Company LLC (f/k/a Stop & Shop, Inc., The Stop & Shop Companies, Inc. (a Massachusetts corporation), Stop & Shop Holdings, Inc., The Stop & Shop Companies, Inc. (a Delaware corporation), Stop & Shop Grocery Co., Inc., Stop & Shop Supermarket Holdings Co., Inc. and The Stop & Shop Supermarket Company)

Signature Page for CD regarding OU2 of the Peterson/Puritan, Inc. Superfund Site

FOR Thermo Fisher Scientific Inc.

8/18/2016  
Dated

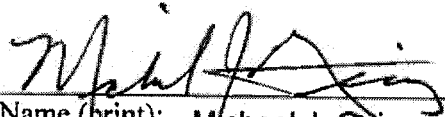
  
Name (print): Maury A. Spellman  
Title: Assistant Treasurer  
Address: 168 Third Ave., Waltham, MA 02451

Agent Authorized to Accept Service Name (print): Kathi L. Hartman, Esq.  
on Behalf of Above-signed Party: Title: Vice President, Chief Litigation Counsel  
Company: Thermo Fisher Scientific Inc.  
Address: 168 Third Ave.  
Waltham, MA 02451  
Phone: 781-622-1053  
email: kathi.hartman@thermofisher.com

Signature Page for CD regarding OU2 of the Peterson/Puritan, Inc. Superfund Site

FOR Thomas & Betts Corporation (for Augat, Inc.)  
[Print name of Settling Defendant]

08/18/16  
Dated

  
Name (print): Michael J. Geiger  
Title: Assistant General Counsel  
Address: 8155 T&B Boulevard  
Memphis, Tennessee 38125

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): Michael J. Geiger  
Title: Assistant General Counsel  
Company: Thomas & Betts Corporation (for Augat, Inc.)  
Address: 8155 T&B Boulevard  
Memphis, Tennessee 38125  
Phone: (901) 252-5936  
email: michael.geiger@tnb.com

Signature Page for CD regarding OU2 of the Peterson/Puritan, Inc. Superfund Site

FOR Three R. Transportation, Inc.  
[Print name of Settling Defendant]

8/24/2016  
Dated

Calvin C. Overlock  
Name (print): Calvin C. Overlock  
Title: Owner  
Address: 37 Dillingham Ave.  
Berkeley, MA 02779

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): Leah J. Donaldson, Esq.  
Title: Partner  
Company: Schacht + McElroy  
Address: 21 Dryden Lane  
Providence, RI 02940  
Phone: 401.351.4100  
email: leah@mcelroylawoffice.com

*Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site*

**FOR: Tyco Electronics Corporation, on behalf of Microwave Associates**

August 25, 2016

BY: 

Name: Carl Schultz  
Title: Senior Counsel  
Company: Tyco Electronics Corporation  
Address: M.S. 38-34  
P.O. Box 3608  
Harrisburg, PA 17105-3608

Agent Authorized to Accept Service Name: Harold G. Barksdale,  
on Behalf of Above-signed Party: Title: Vice President and Secretary  
Company: Tyco Electronics Corporation  
Address: 1050 Westlakes Drive  
Berwyn, PA 19312  
Phone: 610-893-9653  
Email: greg.barksdale@te.com

Signature Page for CD regarding OU2 of the Peterson/Puritan, Inc. Superfund Site

FOR Uniroyal, Inc. (Uniroyal Holding, Inc.  
[Print name of Settling Defendant] and Michelin North  
America, Inc.)

August 22, 2016  
Date

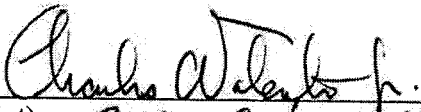
Robert V. D'Angelo Jr.  
Name (print): Robert V. D'Angelo, Jr.  
Title: Vice Pres. and Gen. Counsel  
Address: 70 Great Hill Road  
Naugatuck, CT 06770

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): Harvey Zirlin, Esq.  
Title: \_\_\_\_\_  
Company: Debevoise & Plimpton  
Address: 919 Third Ave.  
New York, NY 10022  
Phone: 212 909-6575  
email: hzirlin@debevoise.com

*Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site*

**FOR: Valentine Tool & Stamping, Inc.**  
[Print name of Settling Defendant]

8-5-2016  
Date

BY:   
Name (print): CHARLES C. VALENTINE  
Title: PRESIDENT, TREASURER  
Company: Valentine Tool & Stamping, Inc.  
Address: 171 West Main Street  
Norton, Massachusetts 02766

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name John M. Boehnert  
Title: Attorney for Valentine Tool & Stamping, Inc.  
Company: Law Offices of John M. Boehnert Ltd  
Address: 50 South Main Street  
Providence, Rhode Island 02903  
Phone: (401) 595-5995  
Email: jmb@jmblawoffices.com

Signature Page for CD regarding OU2 of the Peterson/Puritan, Inc. Superfund Site

FOR Verizon New England  
[Print name of Settling Defendant]

8/26/16  
Dated

Michael J. Golabek  
Name (print): Michael J. Golabek  
Title: EH&S Officer  
Address: One Verizon Way, VC34-W538A  
Basking Ridge, NJ 07920

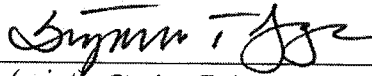
Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): Adam P. Kahn, Esq.  
Title: Attorney  
Company: Foley Hoag LLP  
Address: 155 Seaport Boulevard  
Boston, MA 02210  
Phone: (617) 832-1206  
email: akahn@foleyhoag.com



Signature Page for CD regarding OU2 of the Peterson/Puritan, Inc. Superfund Site

FOR WASTE MANAGEMENT OF MASSACHUSETTS, INC.

August 26, 2016  
Dated



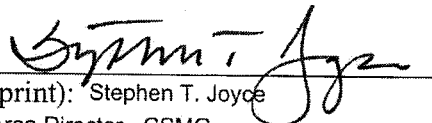
Name (print): Stephen T. Joyce  
Title: Area Director - CSMG  
Address: 4 Liberty Lane West  
Hampton, NH 03842

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): Roy P. Giarrusso  
Title: Attorney  
Company: Giarrusso Norton Cooley & McGlone, PC  
Address: 308 Victory Road  
Quincy, MA  
Phone: (617) 770-2900  
email: rgiarrusso@gncm.net

Signature Page for CD regarding OU2 of the Peterson/Puritan, Inc. Superfund Site

**FOR WASTE MANAGEMENT DISPOSAL SERVICES OF MASSACHUSETTS, INC.**

August 24, 2016  
Dated

  
Name (print): Stephen T. Joyce  
Title: Area Director - CSMG  
Address: 4 Liberty Lane West  
Hampton, NH 03842

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): Roy P. Giarrusso  
Title: Attorney  
Company: Giarrusso Norton Cooley & McGlone, PC  
Address: 308 Victory Road  
Quincy, MA  
Phone: (617) 770-2900  
email: rgiarrusso@gncm.net

Signature Page for CD regarding OU2 of the Peterson/Puritan, Inc. Superfund Site

FOR WASTE MANAGEMENT OF RHODE ISLAND, INC.

August 26, 2016  
Dated



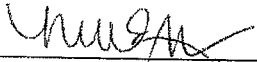
Name (print): Stephen T. Joyce  
Title: Area Director - CSMG  
Address: 4 Liberty Lane West  
Hampton, NH 03842

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): Roy P. Giarrusso  
Title: Attorney  
Company: Giarrusso Norton Cooley & McGlone, PC  
Address: 308 Victory Road  
Quincy, MA  
Phone: (617) 770-2900  
email: rgiarrusso@gncm.net

*Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site*

**FOR:** WestRock MWV, LLC  
[Print name of Settling Defendant]

8.26.16  
Date


**BY:**   
Name (print): Nina E. Butler  
Title: Chief Sustainability Officer  
Company: WestRock  
Address: 3950 Shackelford Rd.  
Duluth, GA 30096

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): Nina E. Butler  
Title: Chief Sustainability Officer  
Company: WestRock  
Address: 3950 Shackelford Rd  
Duluth, GA 30096  
Phone: 770-326-8130  
Email: nina.butler@westrock.com

Signature Page for CD regarding OU2 of the Peterson/Puritan, Inc. Superfund Site

FOR WYMAN-GARDON COMPANY  
[Print name of Settling Defendant]

8/30/16  
Dated

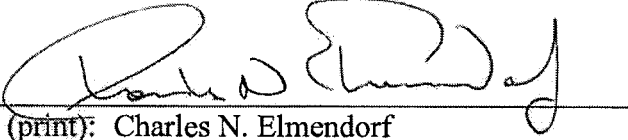
  
Name (print): DAMON LEE  
Title: VP OF FINANCE, WG  
Address: 10825 TELGE RD.  
HOUSTON, TX

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: National Registered Agents, Inc.  
Address: 155 Federal Street, Suite 700  
Boston, MA 02110  
Phone: \_\_\_\_\_  
email: \_\_\_\_\_

*Signature Page for Consent Decree regarding OU 2 of the Peterson/Puritan, Inc. Superfund Site*

**FOR:** Zeneca, Inc. (as successor in interest to I.C.I.  
Americas, Inc. and Polyvinyl Chemical)

8/24/16  
Date

BY:   
Name (print): Charles N. Elmendorf  
Title: Environmental Remediation Senior Director  
Company: Zeneca, Inc.  
Address: 1800 Concord Pike, FOP3-415  
P.O. Box 15437  
Wilmington, DE 19820-5437

Agent Authorized to Accept Service on Behalf of Above-signed Party: Name (print): Peter A. Alpert  
Title: Partner  
Company: Ropes & Gray LLP  
Address: Prudential Tower, 800 Boylston Street  
Boston, MA 02199-3600  
Phone: 617-951-7906  
Email: peter.alpert@ropesgray.com

**APPENDIX A:  
SETTLING DEFENDANTS**

1. ACS Industries, Inc.
2. Agfa Corporation (successor to Compugraphic Corporation)
3. AIW Wind Down Corp. (f/k/a American Insulated Wire Corporation)
4. Alcatel-Lucent USA Inc., (as successor to Western Electric Company), its parents, affiliates, predecessors, and successors in interest for purposes of the Site
5. Alcoa Inc. (on behalf of its former subsidiary Crystal Thermoplastics, Inc.)
6. Allied Waste Industries, LLC (f/k/a Allied Waste Industries, Inc.), Allied Waste Services of Massachusetts, LLC (for purposes of claims asserted against BFI), Browning-Ferris Industries, Inc., a Massachusetts corporation (as successor in interest to Barry Brothers, Inc.), and American Disposal Services of Missouri, Inc. (as successor in interest to Beattie's Rubbish, Inc.)
7. American Optical Corporation
8. Analog Devices, Inc.
9. Avnet, Inc. (for Carol Cable Company)
10. BAE Systems Information and Electronic Systems Integration Inc. (Hazeltine)
11. Benjamin Moore & Co.
12. Benny's Inc., Benny's of Mass., Inc. and Benny's of R.I., Inc.
13. BNS Co. (now BNS LLC, formerly Brown & Sharpe Manufacturing Co.)
14. Brigham and Women's Faulkner Hospital, Inc. (f/n/a The Faulkner Hospital, Inc.)
15. Bull HN Information Systems (Honeywell Brighton)
16. CAP, Inc. (LFE)
17. CBS Operations, Inc., TCI Pacific Communications, Inc. and Morse Cutting Tools, Inc.
18. City of Boston as Successor to Boston City Hospital
19. Clean Harbors, Inc.
20. Compo Industries, Inc./Compo Chemical Company, Inc. (Ausimont Industries Inc. on behalf of Compo Industries, Inc., Ausimont Industries, Inc., and Solvay Solexis (n/k/a Solvay Specialty Polymers USA, LLC) and all their successors, predecessors, and assigns and IRG Mansfield, LLC on behalf of Compo Chemical Company, Inc. and IRG Mansfield, LLC and their successors, predecessors, and assigns)

21. Continental Tire the Americas, LLC (General Tire)
22. Corning Incorporated, formerly known as Corning Glass Works
23. Costa Inc. as successor by merger to AT Cross Company
24. Cumberland Engineering Corporation (now known as ACS Auxiliaries Group, Inc.)
25. CVS Pharmacy, Inc. (on behalf of Adams Drug Co., Inc.)
26. Energizer Manufacturing, Inc. (responsible party for Union Carbide)
27. Enviroite Corp. (Liqwacon)
28. Flint Group US LLC, successor to Flint Ink Corporation
29. Fortifiber Corporation (Sisalkraft)
30. Galego Equities, Inc. (f/k/a Galego Oil)
31. General Cable Industries, Inc. (for Carol Cable Company)
32. General Electric Company
33. Georgia-Pacific LLC (successor to Scott Graphics)
34. GTE Sylvania/Sylvania; OSRAM Sylvania, Inc.
35. Handy & Harman Electronic Materials Corp. and Handy & Harman, a New York corporation
36. Hasbro, Inc.
37. Hindley Manufacturing Co., Inc.
38. Hollingsworth & Vose Company
39. Honeywell International Inc. on behalf of Honeywell International Inc., Honeywell, Inc. and all their successors, predecessors and assigns
40. HP Inc., f/k/a Hewlett-Packard Company (for itself and Digital Equipment Corp.)
41. Huhtamaki, Inc. (f/k/a Nyman Manufacturing Co., Inc.)
42. International Paper Company (on behalf of Allied Container, Sisalkraft Division of St. Regis Paper Co.)
43. Invensys Systems, Inc. (f/k/a The Foxboro Company)
44. J. H. Lynch & Sons, Inc.
45. Kaman Aerospace Corp. on behalf of Kaman, its predecessors, successors and assigns
46. KIK Custom Products, Inc.



47. Kmart Corporation
48. Landry & Martin Oil Co., Inc.
49. Larson Tool and Stamping Company
50. Louis M. Gerson Co., Inc. (Gerson Co.)
51. Mandeville Signs Inc.
52. Microfibres, Inc. by Joseph M. DiOrio, Chapter 7 Bankruptcy Trustee
53. Motorola Solutions, Inc. f/k/a Motorola, Inc. (Codex)
54. Mule Emergency Lighting, Inc.
55. Murata Power Solutions, Inc. (Datel, Inc.)
56. NSTAR Electric Company d/b/a Eversource Energy
57. Oce Imaging Supplies (f/k/a Arkwright Inc.)
58. Olin Corporation (including Philip A. Hunt Chemical Corporation and The North Terminal Company)
59. Organic Dyestuffs Corporation
60. Pentair Valves & Controls, LLC (Tyco International, successor to Crosby Valve)
61. Philips Electronics North America Corp. (Amperex Electronics)
62. President and Fellows of Harvard College, including, without limitation, its constituent parts
63. Quest Diagnostics Incorporated on behalf of Damon Corporation, a dissolved corporation
64. Raytheon Company
65. Rockwell Collins, Inc., for itself and for its wholly-owned subsidiary, Maine Electronics, Inc.
66. Rohm and Haas Chemical LLC (on behalf of Rohm and Hass Company, Shipley Company and Ventron Corporation)
67. Sears Roebuck & Co.
68. Sequa Corporation (f/k/a Sun Chemical Corporation and its divisions General Printing Ink and Graphic Arts Materials)
69. Shawmut Corporation
70. Sikorsky Aircraft Corporation
71. Standard Rubber Products, Inc.

72. Supervalu Holdings, Inc. (f/k/a Roger Williams Foods)
73. Teknor Apex Company (Truex Incorporated)
74. Texas Instruments Incorporated
75. Textron Inc. (Gorham Manufacturing)
76. The Hilsinger Company d/b/a HilcoVision
77. The Narragansett Electric Company d/b/a National Grid as successor by merger to Blackstone Valley Electric Company
78. The Okonite Company, Inc.
79. The Sherwin-Williams Company
80. The Stop & Shop Supermarket Company LLC (f/k/a Stop & Shop, Inc., The Stop & Shop Companies, Inc. (a Massachusetts corporation), Stop & Shop Holdings, Inc., The Stop & Shop Companies, Inc. (a Delaware corporation), Stop & Shop Grocery Co., Inc., Stop & Shop Supermarket Holdings Co., Inc. and The Stop & Shop Supermarket Company)
81. Thermo Fisher Scientific, Inc. and Thermo EGS Gauging, Inc.
82. Thomas & Betts Corporation (Augat, Inc.)
83. Three R Transportation, Inc.
84. Tyco Electronics Corporation (d/b/a TE Connectivity), successor to Microwave Associates
85. Uniroyal, Inc. (Uniroyal Holding Inc. and Michelin North America, Inc.)
86. Valentine Tool & Stamping, Inc.
87. Verizon New England, Inc. (New England Telephone and Telegraph Co.)
88. Waste Management of Massachusetts, Inc., Waste Management Disposal Services of Massachusetts, Inc. and Waste Management of Rhode Island, Inc.
89. WestRock MWV, LLC (on behalf of US Envelope Company)
90. Wyman-Gordon Company
91. Zeneca, Inc. (I.C.I. Americas, Inc., Polyvinyl Chemical)

**APPENDIX B:  
SETTLING PERFORMING DEFENDANTS**

1. ACS Industries, Inc.
2. Alcoa Inc. (on behalf of its former subsidiary Crystal Thermoplastics, Inc.)
3. Avnet, Inc. (for Carol Cable Company)
4. Clean Harbors, Inc.
5. Costa Inc. as successor by merger to AT Cross Company
6. Cumberland Engineering Corporation (now known as ACS Auxiliaries Group, Inc.)
7. CVS Pharmacy, Inc. (on behalf of Adams Drug Co., Inc.)
8. General Cable Industries, Inc. (for Carol Cable Company)
9. Hindley Manufacturing Co., Inc.
10. Hollingsworth & Vose Company
11. International Paper Company (on behalf of Allied Container, Sisalkraft Division of St. Regis Paper Co.)
12. KIK Custom Products, Inc.
13. Philips Electronics North America Corp. (Amperex Electronics)
14. Sears Roebuck & Co.
15. Shawmut Corporation
16. Supervalu Holdings, Inc. (f/k/a Roger Williams Foods)
17. Teknor Apex Company (Truex Incorporated)
18. Texas Instruments Incorporated
19. The Narragansett Electric Company d/b/a National Grid as successor by merger to Blackstone Valley Electric Company
20. The Stop & Shop Supermarket Company LLC (f/k/a Stop & Shop, Inc., The Stop & Shop Companies, Inc. (a Massachusetts corporation), Stop & Shop Holdings, Inc., The Stop & Shop Companies, Inc. (a Delaware corporation), Stop & Shop Grocery Co., Inc., Stop & Shop Supermarket Holdings Co., Inc. and The Stop & Shop Supermarket Company)
21. Waste Management of Massachusetts, Inc., Waste Management Disposal Services of Massachusetts, Inc. and Waste Management of Rhode Island, Inc.
22. Wyman-Gordon Company

**APPENDIX C:  
SETTLING *DE MINIMIS* DEFENDANTS AND THEIR SETTLEMENT AMOUNTS**

<b>Name of Defendant/Paying Party</b>	<b>Formerly Known As or On Behalf Of (If Applicable)</b>	<b>Settlement Amount</b>
Agfa Corporation	Compugraphic Corporation	\$30,044
AIW Wind Down Corp.	American Insulated Wire Corporation/Northeast Cable	\$54,243
Alcatel-Lucent USA Inc.	Western Electric Company and its parents, affiliates, predecessors and successors in interest for purposes of the Site	\$30,044
Allied Waste Industries, LLC	f/k/a Allied Waste Industries, Inc.; Allied Waste Services of Massachusetts, LLC (for BFI); Browning-Ferris Industries, Inc., a Massachusetts corporation (for Barry Brothers, Inc.); American Disposal Services of Missouri, Inc. (for Beattie's Rubbish Disposal, Inc.)	\$437,500
American Optical Corporation		\$30,044
Analog Devices, Inc.		\$325,336
BAE Systems Information and Electronic Systems Integration Inc.	Hazeltine	\$30,044
Benjamin Moore & Co.		\$355,671
Benny's Inc., Benny's of Mass., Inc. and Benny's of R.I., Inc.		\$325,336
BNS LLC	BNS Co. and Brown & Sharpe Manufacturing Co.	\$78,443
Brigham and Women's Faulkner Hospital, Inc.	The Faulkner Hospital, Inc.	\$30,044
Bull HN Information Systems	Honeywell Brighton	\$30,044
CAP, Inc.	LFE (Laboratory for Electronics)	\$15,022
CBS Operations, Inc.	TCI Pacific Communications, Inc. and Morse Cutting Tools, Inc.	\$30,044
City of Boston	Boston City Hospital	\$30,044
Compo Industries, Inc./Compo Chemical Company, Inc.	Ausimont Industries Inc. on behalf of Compo Industries, Inc., Ausimont Industries, Inc., and Solvay Solexis (n/k/a Solvay Specialty Polymers USA, LLC) and all their successors, predecessors, and assigns and IRG Mansfield, LLC on behalf of Compo Chemical Company, Inc. and IRG Mansfield, LLC and their successors, predecessors, and assigns	\$173,657
Continental Tire the Americas, LLC	General Tire	\$30,044
Corning Incorporated	Corning Glass Works	\$38,111

<b>Name of Defendant/Paying Party</b>	<b>Formerly Known As or On Behalf Of (If Applicable)</b>	<b>Settlement Amount</b>
Energizer Manufacturing, Inc.	Union Carbide	\$30,044
Envirite Corp.	Liqwacon	\$30,044
Flint Group US LLC	Successor to Flint Ink Corporation	\$102,642
Fortifiber Corporation	Sisalkraft	\$54,243
Galego Equities, Inc.	Galego Oil	\$86,509
General Electric Company		\$90,000
Georgia-Pacific LLC	Scott Graphics	\$62,310
GTE Sylvania/Sylvania; OSRAM Sylvania, Inc.		\$38,111
Handy & Harman Electronic Materials Corp. and Handy & Harman, a New York corporation		\$62,310
Hasbro, Inc.		\$264,664
Honeywell International Inc.	on behalf of Honeywell International Inc., Honeywell, Inc. and all their successors, predecessors and assigns	\$54,243
HP Inc.	f/k/a Hewlett-Packard Company (for itself and Digital Equipment Corp.)	\$30,044
Huhtamaki, Inc.	Nyman Manufacturing Co., Inc.	\$750,036
Invensys Systems, Inc.	f/k/a The Foxboro Company	\$30,044
J. H. Lynch & Sons, Inc.		\$131,187
Kaman Aerospace Corp.	on behalf of Kaman, its predecessors, successors and assigns	\$30,044
Landry & Martin Oil Co., Inc.		\$86,509
Larson Tool and Stamping Company		\$86,509
Louis M. Gerson Co., Inc.	Gerson Co.	\$38,111
Mandeville Signs Inc.		\$568,022
Motorola Solutions Inc.	f/k/a Motorola, Inc. (Codex)	\$568,022
Mule Emergency Lighting, Inc.		\$38,111
Murata Power Solutions, Inc.	Datel, Inc.	\$173,657
NSTAR Electric Company d/b/a Eversource Energy		\$102,642
Oce Imaging Supplies	Arkwright Inc.	\$54,243
Olin Corporation	Philip A. Hunt and North Terminal	\$325,336
Organic Dyestuffs Corporation	Organic Chemical Corp.	\$54,243
Pentair Valves & Controls, LLC	Tyco International, successor to Crosby Valve	\$30,044
President and Fellows of Harvard College	Including, without limitation, its constituent parts	\$30,044
Quest Diagnostics Incorporated	Damon Corporation	\$30,044
Raytheon Company		\$102,642
Rockwell Collins, Inc.	Maine Electronics, Inc.	\$30,044

<b>Name of Defendant/Paying Party</b>	<b>Formerly Known As or On Behalf Of (If Applicable)</b>	<b>Settlement Amount</b>
Rohm and Haas Chemical LLC	Rohm and Hass Company, Shipley Company and Ventron Corporation	\$38,111
Sequa Corporation	Sun Chemical Corporation and its divisions General Printing Ink and Graphic Arts Materials	\$131,187
Sikorsky Aircraft Corporation	United Technologies Corporation	\$54,243
Standard Rubber Products, Inc.		\$54,243
Textron Inc.	Gorham Manufacturing	\$173,657
The Hilsinger Company d/b/a HilcoVision		\$173,657
The Okonite Company, Inc.		\$54,243
The Sherwin-Williams Company		\$46,177
Thermo Fisher Scientific Inc. and Thermo EGS Gauging, Inc.		\$15,022
Thomas & Betts Corporation	Augat, Inc.	\$173,657
Three R Transportation, Inc.		\$11,000
Tyco Electronics Corporation d/b/a TE Connectivity	Microwave Associates	\$30,044
Uniroyal Holding Inc.	Uniroyal, Inc. and Michelin North America, Inc.	\$46,177
Valentine Tool & Stamping, Inc.		\$46,177
Verizon New England, Inc.	New England Telephone and Telegraph Co.	\$568,022
WestRock MWV, LLC	On behalf of U.S. Envelope Company	\$30,044
Zeneca, Inc.	I.C.I. Americas, Inc., Polyvinyl Chemical	\$173,657
Kmart Corporation*		\$54,243
Microfibres, Inc. by Joseph M. DiOrio, Chapter 7 Bankruptcy Trustee**		

\*Kmart's settlement amount will be deposited into the Peterson/Puritan OU2 Disbursement Special Account.

\*\*The amount to be paid by Microfibres, Inc. by Joseph M. DiOrio, Chapter 7 Bankruptcy Trustee has not yet been determined in the bankruptcy proceedings.

**APPENDIX D:  
SETTLING *DE MINIMIS* FEDERAL AGENCIES**

United States Postal Service

United States Department of Veterans Affairs

United States Department of Defense

United States Department of the Treasury, Internal Revenue Service

**APPENDIX E:  
FINANCIAL ASSURANCE**



**CERCLA Financial Assurance Sample Letter of Credit for Use in Connection with Settlements**

**NOTE: A letter of credit, as specified in the relevant settlement agreement, may be worded as follows, except that instructions in brackets should be replaced with the relevant information and the brackets deleted. Case teams should make sure that provisions in the letter of credit relating to EPA's ability to access funds guaranteed by the letter of credit are consistent with relevant settlement provisions.**

[Letterhead of Issuing Institution]

**IRREVOCABLE STANDBY LETTER OF CREDIT**

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: [insert number]

ISSUANCE DATE: [insert date]

MAXIMUM AMOUNT: \$[insert dollar amount]

APPLICANT:

[Insert name of PRP/Settling Defendant]

[Insert contact person(s), title(s), and contact information (address, phone, email, etc.)]

BENEFICIARY:

U.S. Environmental Protection Agency Region [insert number]

c/o [insert appropriate Regional official such as "Superfund Division Director"]

[Insert contact information (address, phone, email, etc.)]

Dear Sir or Madam:

We hereby establish our Irrevocable Standby Letter of Credit No. [insert number] in your favor, at the request and for the account of [insert name of PRP/Settling Defendant] (the "Applicant"), in the amount of \$[insert amount] (the "Maximum Amount"). We hereby authorize you, the United States Environmental Protection Agency (the "Beneficiary"), to draw at sight on us, [insert name of issuing institution], an aggregate amount equal to the Maximum Amount upon presentation of:

- (1) Your sight draft, bearing reference to this Letter of Credit No. [insert number] (which may, without limitation, be presented in the form attached hereto as Exhibit A); and
- (2) Your signed statement reading as follows: "I certify that the amount of the draft is payable pursuant to that certain [insert as appropriate: "Consent Decree," "Administrative Settlement Agreement and Order on Consent," or "Settlement Agreement"], dated [insert date], [insert as appropriate: civil action number for consent decrees or EPA docket number for administrative agreements], between the

United States and **[insert settling parties]**, entered into by the parties thereto in accordance with the authority of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601-9675, relating to the **[insert site name [operable unit]]**.”

This letter of credit is effective as of **[insert issuance date]** and shall expire on **[insert date that is at least 1 year later]**, but such expiration date shall be automatically extended for a period of **[insert period of at least 1 year]** on **[insert date that is at least 1 year later]** and on each successive expiration date, unless, at least 120 days before the current expiration date, we notify both you and the Applicant by certified mail that we have decided not to extend this letter of credit beyond the current expiration date. In the event you are so notified, any unused portion of the credit shall immediately thereupon be available to you upon presentation of your sight draft for a period of at least 120 days after the date of receipt by both you and the Applicant of such notification, as shown on signed return receipts.

All notifications, requests, and demands required or permitted hereunder shall be given in writing, identify the site, and provide a contact person (and contact information).

Multiple and partial draws on this letter of credit are expressly permitted, up to an aggregate amount not to exceed the Maximum Amount. Whenever this letter of credit is drawn on, under, and in compliance with the terms hereof, we shall duly honor such draft upon presentation to us, and we shall deposit the amount of the draft in immediately available funds directly into such account or accounts as may be specified in accordance with your instructions.

All banking and other charges under this letter of credit are for the account of the Applicant.

This letter of credit is subject to the most recent edition of the Uniform Customs and Practice for Documentary Credits, published and copyrighted by the International Chamber of Commerce.

Very Truly Yours,

Date: \_\_\_\_\_

By [signature]: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact information: \_\_\_\_\_

**Exhibit A - Form of Sight Draft  
[EPA LETTERHEAD]**

**SIGHT DRAFT**

TO: [Insert name of issuing institution]  
[Insert name and title of contact person(s)]  
[Insert address]

RE: Letter of Credit No. [insert number]

DATE: [Insert date on which draw is made]

TIME: [Insert time of day at which draw is made]

This draft is drawn under your Irrevocable Standby Letter of Credit No. [insert number]. I certify that the amount of the draft is payable pursuant to that certain [insert as appropriate: “Consent Decree,” “Administrative Settlement Agreement and Order on Consent,” or “Settlement Agreement”], dated [insert date], [insert as appropriate: civil action number for consent decrees, or EPA docket number for administrative agreements], between the United States and [insert settling parties], entered into by the parties thereto in accordance with the authority of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601-9675, relating to the [insert site name [operable unit]]. Pay to the order of the United States Environmental Protection Agency, in immediately available funds, the amount of \$[insert dollar amount of draw] or, if no amount certain is specified, the total balance remaining available under such Irrevocable Standby Letter of Credit.

Pay such amount as is specified in the immediately preceding paragraph by [insert payment instructions as appropriate, such as: “Fedwire EFT, referencing Site/Spill ID Number [insert number] [and DJ Number [insert number]]. The Fedwire EFT payment must be sent as follows:

Federal Reserve Bank of New York  
ABA = 021030004  
Account = 68010727  
SWIFT address = FRNYUS33  
33 Liberty Street  
New York NY 10045  
Field Tag 4200 of the Fedwire message should read [D 68010727  
Environmental Protection Agency]”]

The total amount paid shall be deposited by EPA in the [insert site name [operable unit]] Special Account to be retained and used to conduct or finance response actions at or in connection with the site, or to be transferred by EPA to the EPA Hazardous Substance

Superfund.

This Sight Draft has been duly executed by the undersigned, an authorized representative or agent of the United States Environmental Protection Agency, whose signature hereupon constitutes an endorsement.

By [signature]: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact information: \_\_\_\_\_

**CERCLA Financial Assurance Sample Payment Bond for Use in Connection with Settlements**

**NOTE: A surety bond guaranteeing payment, as specified in the relevant settlement agreement, may be worded as follows, except that instructions in brackets should be replaced with the relevant information and the brackets deleted. Case teams should make sure that provisions in the bond relating to EPA’s ability to access funds guaranteed by the bond (*see, e.g.*, paragraphs 3 and 5 below) are consistent with relevant settlement provisions.**

**[Letterhead of Bond Issuer]**

**PAYMENT BOND**

Surety’s Payment Bond Number: **[insert number]**  
Date of Execution of Payment Bond: **[insert date]**  
Effective Date of Payment Bond: **[insert date]**  
Total Dollar Amount of Payment Bond: **[\$[insert dollar amount]**

**PRINCIPAL:**

Legal Name: **[insert name of PRP/Settling Defendant]**  
Address: **[insert address]**  
Contact Person(s)/Information: **[insert name and contact information (phone, email)]**

**SURETY:**

Legal Name: **[insert name of surety providing the bond]**  
Address: **[insert address]**  
Contact Person(s)/Information: **[insert name and contact information (phone, email)]**

**BENEFICIARY:**

Legal Name: U.S. Environmental Protection Agency Region **[insert #]**  
c/o **[insert appropriate Regional official such as “Superfund Division Director”]**  
Address/Contact Information: **[insert address and contact information (phone, email)]**

**SITE INFORMATION:**

Name and Location of Site: **[insert site name [operable unit] and location]** (“Site”)  
EPA Identification Number: **[insert Site/Spill Identification Number]**  
Agreement Governing Site Work: **[That certain [insert as appropriate: “Consent Decree,” “Administrative Settlement Agreement and Order on Consent,” or “Settlement Agreement”] dated [insert date], [insert as appropriate: civil action number for consent decrees or EPA docket number for administrative**

agreements], between the United States of America and [insert settling parties] (the “Agreement”)]

**KNOW ALL PERSONS BY THESE PRESENTS, THAT:**

**WHEREAS**, said Principal is required, under the Agreement entered pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §§ 9601-9675, to perform the “Work” as defined in such Agreement (hereinafter, the “Work”) and to fulfill its other obligations as set forth therein; and

**WHEREAS**, said Principal is required by the Agreement to provide financial assurance to ensure completion of the Work.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The Principal and Surety hereto are firmly bound to the United States Environmental Protection Agency (EPA or Beneficiary), in the above Total Dollar Amount of this Payment Bond, for the payment of which we, the Principal and Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, subject to and in accordance with the terms and conditions hereof.

2. The conditions of the Surety’s obligation hereunder are such that if the Principal shall promptly, faithfully, fully, and finally complete the Work in accordance with the terms of the Agreement, the Surety’s obligation hereunder shall be null and void; otherwise it is to remain in full force and effect.

3. Pursuant to and in accordance with the terms of the Agreement, and except as specifically provided in Paragraph 5 below, the Surety shall become liable on the obligation evidenced hereby only upon the Principal’s failure to perform all or any portion(s) of the Work, EPA’s subsequent notice of a Work Takeover, and the Principal’s failure to remedy to EPA’s satisfaction the circumstances giving rise to EPA’s issuance of such notice. At any time and from time to time upon notification by EPA (as specified in the Agreement) that a Work Takeover has commenced, the Surety shall promptly (and in any event within 15 days after receiving such notification) pay to EPA funds up to the Total Dollar Amount of this Payment Bond in such amounts and to such person(s), account(s), or otherwise as EPA may direct. If the Surety does not render such payment within the specified 15-day period, the Surety shall be deemed to be in default of this Payment Bond and EPA shall be entitled to enforce any remedy available to it at law, in equity, or otherwise.

4. The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate

to the Total Dollar Amount of this Payment Bond, but in no event shall the aggregate obligation of the Surety hereunder exceed the amount of said sum.

5. The Surety may cancel this Payment Bond only by sending notice of cancellation to the Principal and to the Beneficiary, provided, however, that no such cancellation shall be effective during the 120-day period beginning on the date of receipt of the notice of cancellation by both the Principal and the Beneficiary, as evidenced by return receipts. If after 90 days of such 120-day period, the Principal has failed to provide alternative financial assurance to EPA in accordance with the terms of the Agreement, EPA shall have the right to draw upon the Total Dollar Amount of this Payment Bond.

6. The Principal may terminate this Payment Bond only by sending written notice of termination to the Surety and to the Beneficiary, provided, however, that no such termination shall become effective unless and until the Surety receives written authorization for termination of this Payment Bond by the Beneficiary.

7. Any modification, revision, or amendment that may be made to the terms of the Agreement or to the Work to be done thereunder, or any extension of the Agreement, or other forbearance on the part of either the Principal or Beneficiary to the other, shall not in any way release the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors, or assigns from liability hereunder. The Surety hereby expressly waives notice of any change, revision, or amendment to the Agreement or to any related obligations between the Principal and the Beneficiary.

8. The Surety will immediately notify the Beneficiary of any of the following events: (a) the filing by the Surety of a petition seeking to take advantage of any laws relating to bankruptcy, insolvency, reorganization, winding up or composition or adjustment of debts; (b) the Surety's consent to (or failure to contest in a timely manner) any petition filed against it in an involuntary case under such bankruptcy or other laws; (c) the Surety's application for (or consent to or failure to contest in a timely manner) the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator, or the like of itself or of all or a substantial part of its assets; (d) the Surety's making a general assignment for the benefit of creditors; or (e) the Surety's taking any corporate action for the purpose of effecting any of the foregoing.

9. Any provision in this Payment Bond that conflicts with CERCLA or any other applicable statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or legal requirement shall be deemed incorporated herein.

10. All notices, elections, consents, approvals, demands, and requests required or permitted hereunder shall be given in writing to (unless updated from time to time) the addressees shown on the first page of this Payment Bond, identify the Site, and provide a contact person (and contact information). All such correspondence shall be: (a) effective for all purposes

if hand delivered or sent by (i) certified or registered United States mail, postage prepaid, return receipt requested or (ii) expedited prepaid delivery service, either commercial or United States Postal Service, with proof of attempted delivery, to the relevant address shown on the first page of this Payment Bond; and (b) effective and deemed received upon the earliest of (i) the actual receipt of the same by personal delivery or otherwise, (ii) one business day after being deposited with a nationally recognized overnight courier service as required above, or (iii) three business days after being deposited in the United States mail as required above. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as herein required shall be deemed to be receipt of the notice, election, consent, approval, demand, or request sent.

11. The Surety hereby agrees that the obligations of the Surety under this Payment Bond shall be in no way impaired or affected by any winding up, insolvency, bankruptcy, or reorganization of the Principal or by any other arrangement or rearrangement of the Principal for the benefit of creditors.

12. No right of action shall accrue on this Payment Bond to or for the use of any person other than the Beneficiary or the executors, administrators, successors or assigns of the Beneficiary.

**[SIGNATURES ON FOLLOWING PAGE]**



**IN WITNESS WHEREOF**, the Principal and Surety have executed this Payment Bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby represent, warrant, and certify that they are authorized to execute this Payment Bond on behalf of the Principal and Surety, respectively.

**FOR THE PRINCIPAL:**

Date: \_\_\_\_\_

By [signature]: \_\_\_\_\_

Printed name: \_\_\_\_\_

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

State of [insert state]

County of [insert county]

On this [insert date], before me personally came [insert name of PRP/Settling Defendant's signatory] to me known, who, being by me duly sworn, did depose and say that she/he is [insert title] of [insert name of PRP/Settling Defendant], the entity described in and which executed the above instrument; and that she/he signed her/his name thereto.

\_\_\_\_\_  
[Signature of Notary Public]

**FOR THE SURETY:**

Date: \_\_\_\_\_

By [signature]: \_\_\_\_\_

Printed name: \_\_\_\_\_

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

State of [insert state]

County of [insert county]

On this [insert date], before me personally came [insert name of Surety's signatory] to me known, who, being by me duly sworn, did depose and say that she/he is [insert title] of [insert name of Surety], the entity described in and which executed the above instrument; and that she/he signed her/his name thereto.

\_\_\_\_\_  
[Signature of Notary Public]

## TRUST AGREEMENT

### Operable Unit Two of the Peterson/Puritan, Inc. Superfund Site *De Minimis* Settlement Trust

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, the Peterson/Puritan, Site OU2 Remedial Action Group, an unincorporated association of Settling Parties (as hereafter defined as the “PRP Group”), having a mailing address of c/o David Graham, Esq., Kaufman and Canoles, P.C., 4801 Courthouse Street, suite 300, Williamsburg, VA 23118, and R. Thomas Dorsey, having a mailing address of de maximus, inc. 450 Montbrook Lane, Knoxville, Tennessee 37919-2705 collectively (the “Trustee”), hereby agree as follows:

**WHEREAS**, the Operable Unit Two (“OU2”) of the Peterson/Puritan, Inc. Superfund Site (“Site”) is located in Cumberland and Lincoln, Rhode Island, and is a federal Superfund Site;

**WHEREAS**, the United States of America (“United States”) and the State of Rhode Island (“State”) have incurred and will continue to incur response costs in connection with the Site;

**WHEREAS**, a number of potentially responsible parties (“Settling Parties”) at OU2 of the Site are entering into a Remedial Design/Remedial Action Consent Decree (“Consent Decree”) with the United States and the State, pursuant to which some of the Settling Parties (“Settling Performing Defendants” or “SPDs”) will perform certain response actions at OU2 pursuant to the Consent Decree;

**WHEREAS**, the Settling *De Minimis* Parties do not intend to perform the Work described in the Consent Decree and wish to pay their allocated shares of response costs incurred and to be incurred in connection with OU2 and to resolve their liability to the United States, the State, and the Settling Performing Defendants, pursuant to Section 122(g) of the Comprehensive Environmental Response, Compensation and Liability Act, as amended (“CERCLA”), 42 U.S.C. § 9622(g), as set forth in the Consent Decree; and

**WHEREAS**, the Consent Decree will provide for: (1) the Settling *De Minimis* Parties to make their settlement payments to the trust established pursuant to this Agreement 30 days after the Effective Date of the Consent Decree, and (2) distribution of the Settling *De Minimis* Parties’ payments to or for the benefit of the Performing Settling Defendants, in fulfilling their obligations pursuant to the Consent Decree.

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

1. Establishment of Trust. The Trustee promptly shall establish a segregated trust account, which shall be known as the “Peterson/Puritan, Inc. Superfund Site *De Minimis* Settlement Trust” (“*De Minimis* Trust”).

2. Declaration of Purpose. The *De Minimis* Trust is established and shall be administered by the Trustee for the purpose of holding, investing and disbursing funds collected from the Settling *De Minimis* Parties that enter into the Consent Decree among the United States,

the State, and the Settling Performing Defendants regarding the Site. EPA and the PRP Group are express beneficiaries of this Trust.

2A. Definitions. As used in this Trust Agreement, the following terms shall have the following meanings:

- a. The term “Steering Committee” shall mean the then serving Steering Committee of the PRP Group.
- b. The term “PRP Group” or “Group” shall mean the Peterson/Puritan, Site OU2 Remedial Action Group established pursuant to the Participation Agreement (defined below). Unless otherwise specifically provided, when used in this Trust Agreement, the term PRP Group or Group shall include the Steering Committee, which is authorized to act for and on behalf of the Group.
- c. The term “the Work” shall have the meaning assigned to that term in the Consent Decree.
- d. The term “Participation Agreement” shall mean the agreement entered into by the Members of the PRP Group and provided to the Trustee, which agreement sets forth the manner in which Members of the PRP Group will undertake to comply with their obligations under the Consent Decree.
- e. The term “EPA” shall mean the United States Environmental Protection Agency.
- f. The term “State” shall mean the State of Rhode Island.
- g. The term “RIDEM” shall mean the Rhode Island Department of Environmental Management.

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 Settling *De Minimis* Parties’ compliance with the terms of the Consent Decree.
- b. The Trustee shall promptly deposit into the Trust all payments received from or on behalf of Settling *De Minimis* Parties. The Trustee shall maintain a record of the name and address of each Settling *De Minimis* Party making a payment, or, on behalf of which a payment is received, 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 the refunds required by Paragraph 6, or 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 11 and 13.
- 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 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 Fund such fees and expenses of the Trustee as are described in the Schedule attached hereto.

5. Investment of Trust Funds. Subject to the limitations set forth below regarding “Permitted Investments,” the Trustee shall invest and reinvest the principal and income of the Trust and keep the Trust Funds invested in one or more accounts which shall be treated as a single fund without distinction between principal and income. The Trustee may engage the services of an investment adviser or manager, may rely on the advice of such adviser or manager, and may delegate investment decision-making authority to such adviser or manager with respect to management of the Trust Funds. The Trustee shall not be personally liable for any action or inaction taken in good faith reliance on the advice of such adviser or manager, nor for delegation in good faith of investment decision-making authority to such adviser or manager, unless attributable to the Trustee’s gross negligence or willful misconduct. Notwithstanding the foregoing, the Trustee shall invest and reinvest the principal and income of the Trust in only one or more of the following, which shall constitute “Permitted Investments”:

- a. any obligation issued or guaranteed by the United States of America or any state or territory thereof, or any agency or instrumentality of the foregoing, or any money fund which invests solely in the foregoing obligations;
- b. any obligation issued or guaranteed by any municipality in the United States, or any agency or instrumentality thereof, which is rated A (or better) by Standard & Poor’s Corporation or Moody’s Investor’s Service, Inc. at the time of investment;
- c. certificates of deposit of, accounts with, repurchase obligations of, or money funds or other obligations of banks or of corporations endowed with trust powers having capital and surplus in excess of \$100,000,000;
- d. certificates of deposit of accounts with, or other obligations of any bank or corporation endowed with trust powers, provided that the full amount of any such certificate of deposit, account, or other obligation is insured by FDIC or FSLIC; and

- e. such other investments or investment vehicles as may be recommended from time to time by the Trustee's professional investment advisor with a view to assuring adequate current funds for the short term costs of the Work, while seeking a reasonable (in such investment advisor's professional opinion) market-based return on investment designed to fund the long-term implementation of the Work, provided, however, that at no time shall any portion of the Fund be invested in stocks, bonds, or other equity or debt instruments issued by any Member of the PRP Group or any affiliate of any such Member unless such stocks, bonds or other instruments are part of the holdings of a mutual fund or other investment vehicle which is managed by a professional manager not controlled by the Trustee or any of the Members of the PRP Group.

6. Refunds from the Trust. Promptly upon receipt by the Trustee of a notice from the United States stating that (a) the United States and/or the State have decided not to enter into the Consent Decree, and/or (b) the Consent Decree has not been approved and entered by the Court, the Trustee shall refund all contributions previously made to the Trust by the Settling *De Minimis* Parties. 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. During the term of this Trust, upon written instructions from the Steering Committee or its designee(s), the Trustee shall cause to be paid such part (or all) of the income and principal of the Trust Funds in order to reimburse or pay on behalf of the Settling Performing Defendants for their obligations pursuant to and in accordance with the Consent Decree, except for their obligations to make payments to EPA or the State for Future Response Costs under Paragraph 38 of the Consent Decree or for their obligations to pay stipulated penalties under Section XV (Stipulated Penalties) of the Consent Decree.

In this regard, the Trustee shall pay all bills and invoices approved and directed for payment in writing by the Steering Committee or its designee(s) to or on behalf of the Settling Performing Defendants. Copies of such directions for payment of approved bills and invoices shall be sent to EPA and RIDEM by the Group or its designee(s) at the time they are forwarded to the Trustee until such time as EPA issues its approval of the Final Remedial Construction Report to be submitted to EPA and RIDEM pursuant to Section 4.6 of the SOW; thereafter, copies shall be sent to EPA and RIDEM by the Group or its designee(s) upon request by EPA, or RIDEM, respectively. The Trustee shall be entitled to rely upon the Steering Committee's or its designee(s)' said written directions for the payment of bills and invoices as conclusively establishing that the items covered thereby fall within the categories of costs authorized for payment under the terms of this Trust Agreement.

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:

<p>As to the United States:</p>	<p>Chief, Environmental Enforcement Section Environment and Natural Resources Division                  U.S. Department of Justice                  P.O. Box 7611                  Washington, D.C. 20044-7611</p> <p>and</p> <p>Don McElroy                  EPA Remedial Project Manager                  U.S. Environmental Protection Agency                  Region 1                  5 Post Office Square, Suite 100                  Boston, MA 02109-3912                  mcelroy.don@epa.gov                  617-918-1326</p>
<p>As to EPA:</p>	<p>Don McElroy                  EPA Remedial Project Manager                  U.S. Environmental Protection Agency                  Region 1                  5 Post Office Square, Suite 100                  Boston, MA 02109-3912                  mcelroy.don@epa.gov                  617-918-1326</p>
<p>As to the State:</p> <p>with a copy to:</p>	<p>Christina Hoefsmit, Esq.                  Senior Legal Counsel                  Rhode Island Department of Environmental Management                  235 Promenade Street                  Providence, RI 02908                  christina.hoefsmit@dem.ri.gov                  401-222-4700 ext. 2023</p> <p>Nicholas Noons                  RIDEM Project Manager                  235 Promenade Street                  Providence, RI 02908                  nicholas.noons@dem.ri.gov                  401-222-4700 ext. 7517</p>

As to the PRP Group:	David Graham, Esq. Kaufman and Canoles, P.C. 4801 Courthouse Street, Suite 300, Williamsburg, VA 23188 <a href="mailto:dgraham@kaufcan.com">dgraham@kaufcan.com</a> 757-259-3855
As to the Trustee:	R. Thomas Doresey De maximus, inc. 450 Montbrook Lane Knoxville, Tennessee

9. Concerning the Trustee. The Trustee shall act as a trustee only and not personally; and in respect to 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 and the Settling Performing Defendants 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 Consent Decree, 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; and (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 and paid out of the Trust by the Trustee. In the event of such payment, it is understood that Trustee will have no further obligation to the Settling *De Minimis* Parties, EPA 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 (“QSF”) under Internal Revenue Code Section 468B and Reg. 1.468(B) and taxable as such, 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 QSF, unless and until it is determined or the Trustee otherwise has reason to believe the Trust is other than a QSF. 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 QSF and it is prudent to reorganize the Trust so that it shall be such a QSF, 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 QSF; 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. By sixty (60) days after the Effective Date of the Consent Decree, the Trustee shall prepare a statement setting forth each payment received by the Trustee, the identity of the Settling *De Minimis* Party making such payment or on behalf of which the payment was made, the date such payment was received, the total amount of Trust Funds in the Trust, 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 prepare an updated accounting quarterly thereafter until the Trust is terminated, which accounting shall be prepared on an accrual basis and in accordance with generally accepted accounting procedures. Said accountings shall be sent to the United States, the State and the PRP Group as provided in Paragraph 8.

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.

15. Appointment of Successor Trustee.

- a. The Trustee may resign at any time by delivering his/her resignation, in writing, to the United States and the PRP Group, 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 and the United States, 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 and the State, no later than ten business days after its effective date.

16. Express Powers of the Trustee. Without in any way limiting the powers and discretion conferred upon the Trustee by the other provisions of this Trust Agreement or by law, the Trustee is expressly authorized and empowered:

- a. Payment of Expenses of Administration. To incur and pay any and all charges, taxes, and expenses upon or connected with the Trust and the Trust Funds in the discharge of their fiduciary obligations under this Trust Agreement.
- b. Retention of Property. To hold and retain all or any part of the Trust Funds in the form in which the same may be at the time of the receipt by the Trustee, as long as they shall deem advisable, notwithstanding that the same may not be authorized by the laws of any state or rules of any court for the investment of trust funds, and without any liability for any loss of principal or income by reason of such retention.
- c. Preservation of Principal. Notwithstanding any other provision in this Trust Agreement, to at all times hold, manage, invest, and reinvest the Trust Funds in a manner designed to preserve the accrued income and principal of the Trust Fund for the purposes of the Trust Funds.
- d. Retention of Investment Adviser and Other Consultants. To engage the services of (and pay reasonable compensation to) an investment adviser, accountants, agents, managers or other consultants with respect to the management of investments of the Trust Funds, the management of the Trust Funds, or any other matters.
- e. Execution of Documents of Transfer. To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all

other instruments that may be necessary or appropriate to carry out the powers herein granted.

- f. Litigation. To institute litigation in the name of the Trust upon direction from the PRP Group, and to cooperate with the Group in its prosecution or defense of litigation.
- g. Discretion in Exercise of Powers. To do any and all other acts which they shall deem proper to effectuate the purposes hereof and to exercise the powers specifically conferred upon the Trustee by this Trust Agreement.

17. Instructions to the Trustee. Notwithstanding anything herein to the contrary, the Trustee is hereby directed to do the following in addition to other duties set forth in other provisions of this Trust Agreement:

- a. Prepare quarterly financial reports during performance of the construction portion of the Work describing the manner in which the assets of the Trust are then invested and the current market value of such assets, as well as the obligations, income, and expenses of the Trust. Copies of such reports shall be transmitted in writing to the PRP Group, to the PRP Group's Project Coordinator (provided the Trustee has received notice of the name and address of said Project Coordinator from the Steering Committee) and, upon request, to EPA or RIDEM, respectively.
- b. Prepare annual financial statements during performance of the construction portion of the Work and the operation and maintenance portion of the Work describing the manner in which the assets of the Fund are then invested and the current market value of such assets, as well as the obligations, income, and expenses of the Trust. All financial statements shall be prepared on an accrual basis, and shall be in accordance with Generally Accepted Accounting Principles, applied on a consistent basis. Copies of such statements shall be transmitted in writing to the PRP Group, to the Group's Project Coordinator (provided the Trustee has received notice of the name and address of said Project Coordinator from the Steering Committee) and to EPA and RIDEM.
- c. Advise, consult and confer with and otherwise inform the PRP Group upon any request by the Group or with respect to matters arising out of this Trust Agreement, administration of the Trust, or any other matter which the Trustee, in their discretion, deem appropriate to bring to the attention of the PRP Group.
- d. Maintain records of all actions taken by the Trustee with respect to matters arising out of this Trust Agreement or administration of the Trust. Copies of said records shall be provided to the PRP Group upon request, and upon termination of this Trust said records shall be transmitted, together with all other records of the Trustee, to the PRP Group.

The Trustee shall have the right to assume and fully rely upon, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any Member of the Group has occurred.

18. Special Provisions Relating to EPA's Takeover of the Work. If, at any time during the term of this Trust Agreement, EPA implements a "Work Takeover" pursuant to the terms of the Consent Decree and intends to direct payment of monies from the Trust Fund to pay for performance of Work during the period of such Work Takeover, EPA, with a copy to RIDEM, shall notify the Trustee in writing of EPA's commencement of such Work Takeover. Upon receiving such written notice from EPA, the disbursement procedures set forth in Paragraph 6 hereof shall immediately be suspended, and the Trustee shall thereafter make payments from the Trust Fund only to such person or persons as EPA, with a copy to RIDEM, may direct in writing from time to time for the sole purpose of providing payment for performance of Work required by the Consent Decree. Further, after receiving such written notice from EPA, the Trustee shall not make any disbursements from the Trust Fund at the request of the PRP Group, including its representatives and/or contractors, or of any other person except at the express written direction of EPA. If EPA ceases such a Work Takeover in accordance with the terms of the Consent Decree, EPA, with a copy to RIDEM, shall so notify the Trustee in writing and, upon the Trustee's receipt of such notice, the disbursement procedures specified in Paragraph 6 hereof shall be reinstated. Notwithstanding the foregoing, nothing in this paragraph shall prevent the Trustee from directing payment of monies from the Trust Fund for work performed and/or expenses incurred prior to EPA's issuance of a Work Takeover Notice.

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

20. Consent to Jurisdiction and Services. The Trustee absolutely and irrevocably consents and submits to the jurisdiction of the courts of Rhode Island 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.

21. Severability. If a term or condition of this Trust Agreement is or becomes illegal, invalid, or unenforceable that will not affect the legality, validity or enforceability of any other provision of this Trust Agreement.

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

23. Modifications. This Trust Agreement may not be altered or modified without the express written consent of EPA, after written notice to RIDEM, and the PRP Group.

24. 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.

25. 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.

---

R. Thomas Dorsey  
de maximus, inc.  
450 Montbrook Lane  
Knoxville, Tennessee 37919-2705

As joined in by the undersigned, who hereby consents to serving as Trustee and agrees to be bound by and perform in accordance with the terms and provisions of this Trust Agreement.

---

Bennie Underwood  
de maximus, inc.  
450 Montbrook Lane  
Knoxville, Tennessee 37919-2705

**DECLARATION OF TRUST**

**OPERABLE UNIT TWO OF THE PETERSON/PURITAN, INC. SUPERFUND SITE**

***DE MINIMIS* TRUST**

**WITNESS the execution hereof by the undersigned on behalf of the Peterson/Puritan, Site OU2 Remedial Action Group, as of the date of this Trust Agreement**

**Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Telephone** \_\_\_\_\_

**PROFESSIONAL SERVICES RATE SCHEDULE**  
**September 2016 Schedule of Administrator Fees**

**FUND ADMINISTRATION (hourly)**

Fund Administrator	\$ 195.00
Fund Officer	\$ 145.00
Accountant	\$ 112.00
Account Support	\$ 70.00

**SUPPORT SERVICES (hourly)**

Records Coordinator/Administrative Support	\$ 50.00 - 70.00
Word Processing Support	\$ 50.00 - 60.00

**PERSONNEL CHARGES**

- Management and technical personnel time charges will be invoiced according to the Rate Schedule above.
- Personnel time charges for direct project support activities such as report typing and reproduction are invoiced according to the Rate Schedule above. Charges include indirect support staff, text processing, equipment, computer connect charges, and nominal communication charges.
- All time is rounded to the nearest one-quarter hour.

**TRAVEL AND LIVING EXPENSES**

- Travel and living expenses are charged at cost plus 3%.

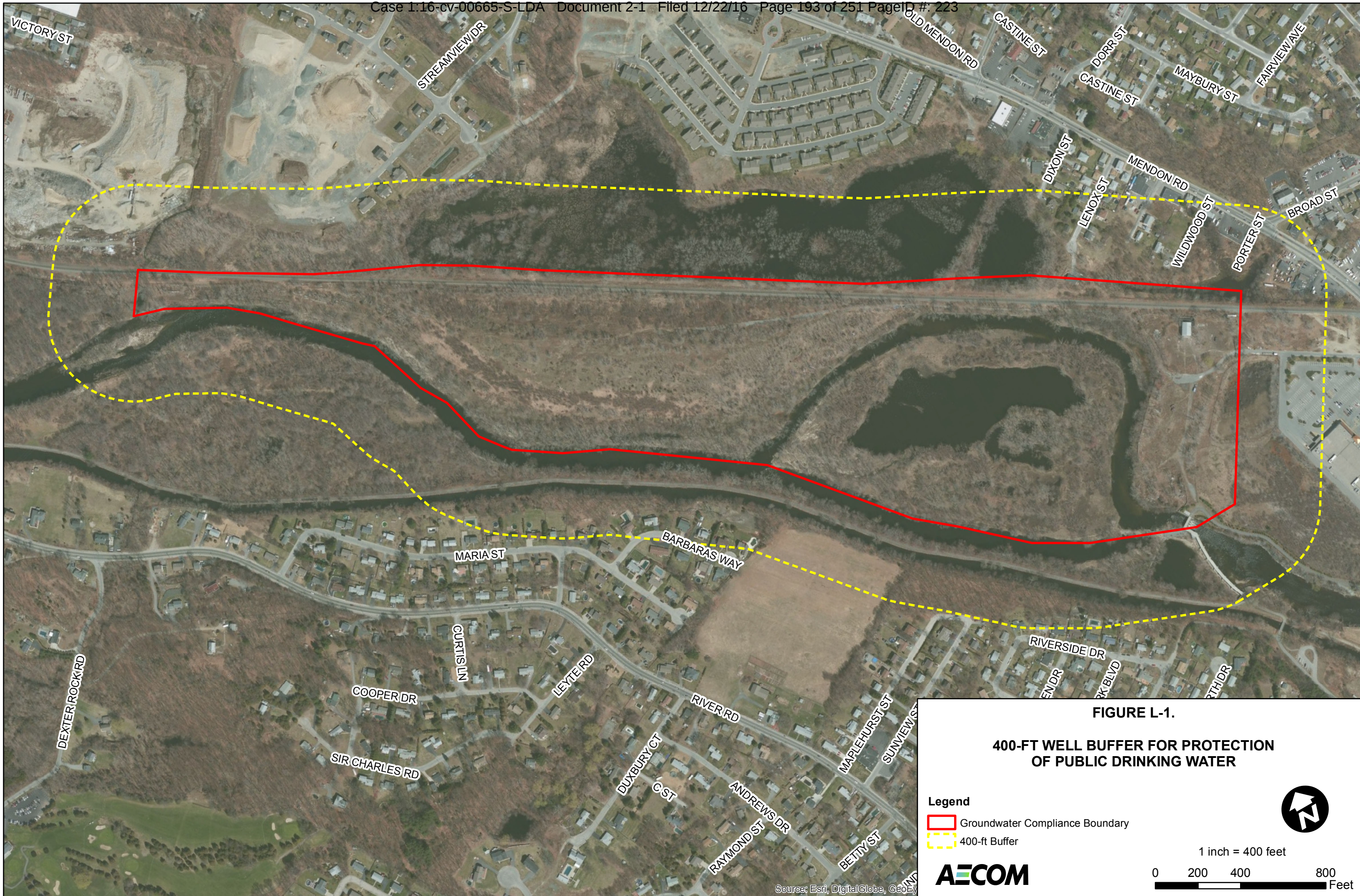
**OTHER CHARGES AND REIMBURSABLE EXPENSES**

- All project-related purchases will be itemized and invoiced at cost plus 3%, including materials, telephone/teleconference charges, postage, photocopying, overnight mailings, fees, equipment purchased, and other costs incurred specifically for the project.

There is a flat fee of \$500/year for QSF tax preparation. Fees are subject to change on an annual basis. Any change will be subject to written approval from the PRP Group.

**APPENDIX F:  
AFFECTED PROPERTY MAP**







**APPENDIX G:  
MAP OF OU2**

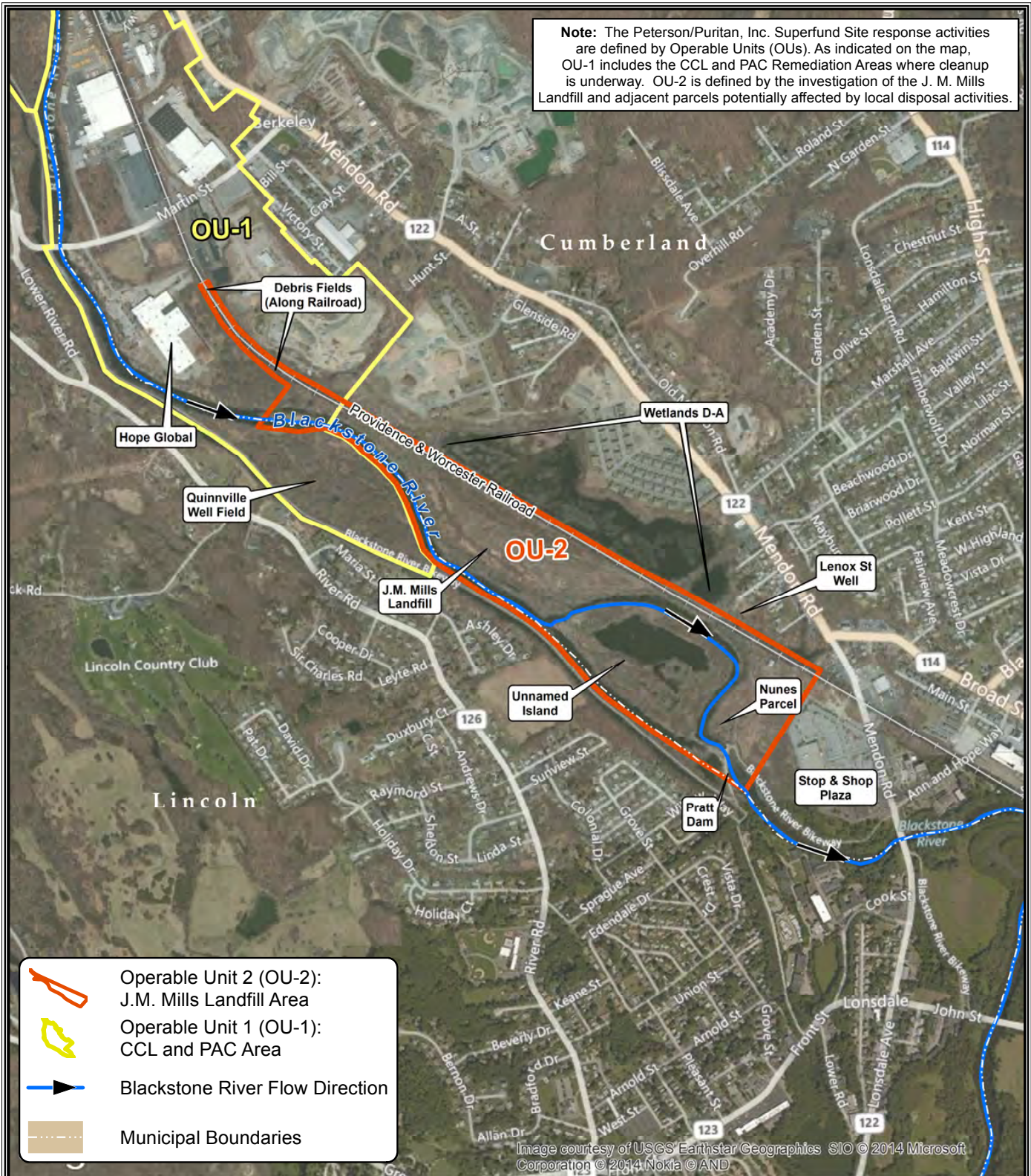
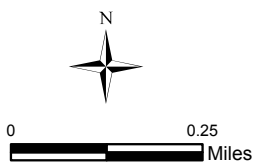


Figure 1

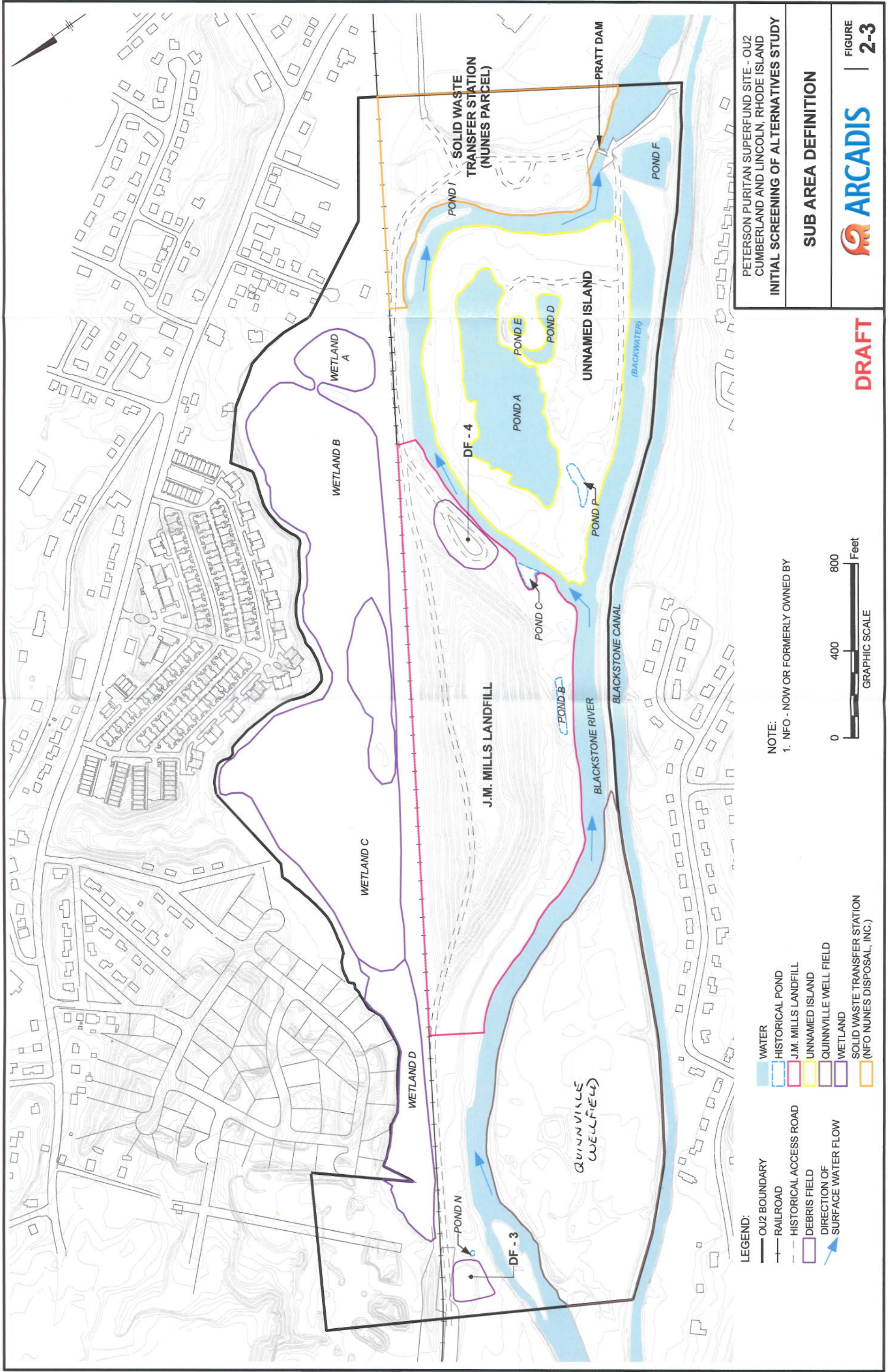
Peterson/Puritan, Inc. Superfund Site  
Operable Unit 2 (OU-2)

Cumberland & Lincoln, Rhode Island



**APPENDIX H:  
MAP OF SPECIFIC AREAS LOCATED WITHIN OU2**





PETERSON PURITAN SUPERFUND SITE - OU2  
 CUMBERLAND AND LINCOLN, RHODE ISLAND  
 INITIAL SCREENING OF ALTERNATIVES STUDY

**SUB AREA DEFINITION**

**ARCADIS** | **FIGURE 2-3**

**DRAFT**

**LEGEND:**

- OU2 BOUNDARY
- RAILROAD
- - HISTORICAL ACCESS ROAD
- ▭ DEBRIS FIELD
- DIRECTION OF SURFACE WATER FLOW
- ▭ WATER
- ▭ HISTORICAL POND
- ▭ J.M. MILLS LANDFILL
- ▭ UNNAMED ISLAND
- ▭ QUINNVILLE WELLFIELD
- ▭ WETLAND
- ▭ SOLID WASTE TRANSFER STATION (NUNES DISPOSAL, INC.)

**NOTE:**

1. NFO - NOW OR FORMERLY OWNED BY

0 400 800 Feet  
 GRAPHIC SCALE

CITY: SYR DIV/GROUP: IT DB: KES LD: PIG: PM: TM: TR: Peterson Puritan (80037902.0000.00500) 9:Peterson Puritan\Cumberland R\InitialScreening AltStudy\mxd\SubAreaDefinition.mxd - 6/14/2010 @ 10:56:28 AM



**APPENDIX I:  
DRAFT FORM OF PROPRIETARY CONTROLS**

**DECLARATION OF COVENANTS AND ENVIRONMENTAL  
PROTECTION/CONSERVATION EASEMENT**

1. This Declaration of Covenants and Environmental Protection/Conservation Easement (“Easement”) is made this \_\_\_ day of \_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ (“Grantor”), having an address of \_\_\_\_\_, and the STATE OF RHODE ISLAND (“Grantee”), having an address of: Rhode Island Department of Environmental Management, Office of Waste Management, 235 Promenade St., Providence, Rhode Island 02908.

**WITNESSETH:**

2. WHEREAS, Grantor is the owner in fee simple of a parcel of land located in the town of \_\_\_\_\_, Providence County, State of Rhode Island, designated as Lot \_\_\_, Plat \_\_\_ on the \_\_\_\_\_ tax assessor's map of the Town of \_\_\_ (the “Property”), more particularly described on Exhibit A (Legal Description of Property) and depicted on the map attached as Exhibit B; and

3. WHEREAS, the State of Rhode Island and the United States Environmental Protection Agency (“EPA”) have determined that the Property and certain land in close proximity to the Property contain hazardous substances and other adverse environmental conditions;

4. WHEREAS, the Property is part of the Operable Unit Two of the Peterson/Puritan, Inc. Superfund Site (“Site”), which EPA, pursuant to Section 105 of the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 U.S.C. § 9605, placed on the National Priorities List, set forth at 40 C.F.R. Part 300, by publication in the Federal Register on September 9, 1983, at 48 Fed. Reg. 175; and

5. WHEREAS, in a Record of Decision dated September 8, 2015 (the “ROD”), the EPA Region I Regional Administrator selected a remedial action for the Second Operable Unit at the Site (“Remedial Action”) which provides, in part, for the following actions:

- Design and construct caps meeting hazardous waste landfill closure performance standards at areas known as the J. M. Mills Landfill and Nunes Parcel to contain wastes in the landfills as well as contaminated soils and sediments consolidated therein as a part of the remedy;
- Remove buildings/structures located on the Nunes Parcel (to facilitate cap construction);
- Consolidate associated debris fields and contaminated soils under areas to be capped;
- Consolidate (into areas to be capped) contaminated soil/sediment from riverbank and floodplain;

- Excavate and consolidate (into areas to be capped), on-site waste and soil/sediment exceeding cleanup levels from an area known as the Unnamed Island;
- Excavate (to a depth of approximately one foot) and consolidate into areas to be capped, sediment exceeding cleanup standards from ponds on the Unnamed Island and apply a subaqueous cover (minimum 1 foot thickness) where cleanup level exceedances in deeper sediments may remain;
- As needed in order to shape and resize the landfill to meet landfill cap performance standards and address riparian protection concerns, dispose of some landfill material off-site;
- Restore areas disturbed by remediation, including excavated riverbanks and riparian zone, to return such areas to pre-remediation conditions (e.g., the functions, values, characteristics, vegetation, habitat, species use, and other attributes), to the extent feasible;
- Implement long-term monitoring (e.g., groundwater, surface water in the Blackstone River and ponds, sediment, and performance monitoring for cap and subaqueous cover effectiveness) where contamination will be left on-site;
- Establish and administer certain land use restrictions (institutional controls) which are being implemented, with respect to the Property, by this Easement; and
- Conduct statutorily-required five-year reviews.

A map of the areas subject to the Remedial Action is attached as Exhibit C.

6. WHEREAS, a consent decree was entered in the U.S. District Court for the District of Rhode Island on \_\_\_\_\_ ("Consent Decree") to resolve the following cases: a) United States v. KIK Custom Products, Inc., et al., No. XX and State of Rhode Island v. KIK Custom Products, Inc., et al., No. XX.

7. WHEREAS, the parties to the Consent Decree ("Settling Defendants") have agreed to implement the Remedial Action and have also agreed 1) to grant to the Grantee or obtain for the Grantee a right of access over the Property for purposes of conducting any activity related to the Remedial Action; and 2) [to impose on the Property or obtain the agreement of the Grantor] to impose land use restrictions and covenants on the Property that will run with the land for the purpose of protecting human health and the environment.

**NOW, THEREFORE:**



8. Grant: For and in consideration of the terms of the Consent Decree and other good and valuable consideration paid and the agreements and promises hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, Grantor, on behalf of itself, its heirs, successors, successors-in-title, and assigns, does hereby covenant and declare that the Property shall be subject to the covenants, conditions, and restrictions on use set forth below, and does give, grant, and convey to the Grantee (a) the right to enforce said use restrictions, and (b) an environmental protection/conservation easement of the nature and character set forth below.

9. Covenant, Conditions, and Restrictions on Use: The following covenants, conditions, and restrictions apply to the use of the Property. They run with the land and are binding on the Grantor and Grantor's heirs, successors, successors in title, and assigns:

a) [INCLUDE THOSE RESTRICTIONS APPLICABLE TO THE PARTICULAR PROPERTY AT ISSUE IN ACCORDANCE WITH THE PROVISIONS OF THE CONSENT DECREE]

b) Grantee and EPA shall be notified prior to any facility improvements or other construction activities that could disturb the Remedial Action or be incompatible with the restrictions, rights and easements granted in this instrument, consistent with the provisions of Paragraphs 14 and 18 of this Easement. Grantor may not take action to implement any improvement or other such construction activity without prior written approval from the Grantee and EPA.

10. Non-Emergency Excavation: Notwithstanding the restriction on activity and use set forth in Paragraph 9 above, excavation of soil shall be permitted subject to the following conditions:

a) Grantor shall submit to Grantee a proposed plan for conducting the activity and shall obtain Grantee's prior written approval before conducting the activities described in the proposed plan; and

b) Grantor shall conduct the excavation and associated activities in accordance with any conditions Grantee may deem necessary to protect human health or to prevent any interference or adverse effect in the implementation, integrity, protectiveness or operation of the Remedial Action performed and/or to be performed at the Site.

11. Emergency Excavation: In the event that it becomes necessary to excavate a portion of the Property subject to a restriction on excavation as part of a response to an emergency (e.g., emergency repair of utility lines or responding to fire or flood), the activity and use restriction provisions of Paragraph 9 which would otherwise restrict such excavation, shall be temporarily suspended with respect to such excavation for the duration of such response, provided that Grantor:

a) Notifies Grantee and EPA of such emergency as soon as possible but no more than

two (2) hours after having learning of such emergency;

b) Limits the actual disturbance involved in such excavation to the minimum reasonably necessary to adequately respond to the emergency;

c) Implements all measures necessary to limit actual or potential risk to the public health and environment arising from the emergency and the response thereto;

d) Undertakes precautions to minimize exposure to on-site workers and neighboring individuals and residents of the Site to the hazardous material;

e) Repairs any damage caused to the Remedial Action including, without limitation, any damage to monitoring wells or the cap; and

f) Engages an appropriately trained and licensed professional to oversee the implementation of the excavation and associated activities in accordance with the terms of this Paragraph 11 (“Emergency Excavation”), and to prepare and oversee the implementation of a written plan which, in said professional’s opinion, will restore the Property to its condition prior to the emergency; said plan to be promptly prepared and implemented; a copy of said plan to be submitted to Grantee and EPA within 10 days of its implementation, with a statement from said professional that the Property has been restored to said condition; further provided that in cases where only minimal excavation has occurred such that there has been no significant impact on the protectiveness of the Remedial Action or where there otherwise has been no significant impact on the Remedial Action, Grantor may request Grantee to allow the Grantor to prepare and submit the plan and statement, without engaging the services of the otherwise required professional.

12. Modification or Termination of Restrictions: The above covenants and restrictions may be modified or terminated, in whole or in part, in writing and recorded with the Records of Land Evidence of the Town of \_\_\_\_\_, Rhode Island, by Grantee, after obtaining the written concurrence of EPA. If requested by the Grantor, and approved by the Grantee and EPA, the Grantee shall execute any termination or modifications of covenants and restrictions in recordable form.

13. Environmental Protection/Conservation Easement: Grantor hereby grants to Grantee and Settling Defendants, as well as their employees, representatives, agents, contractors, subcontractors, and invites an irrevocable right of access at all reasonable times to the Property with personnel and by equipment for the purposes of conducting any activity related to the Consent Decree or the Remedial Action, including, but not limited to:

a) Monitoring the implementation of the Remedial Action by the Settling Defendants, as required by the Consent Decree;

- b) Verifying any data or information submitted to EPA and RIDEM;
- c) Conducting investigations relating to contamination at or near the Site;
- d) Obtaining samples;
- e) Assessing the need for, planning or implementing additional response actions at or near the Site or the Remedial Action in case it is not properly implemented by the Settling Defendants; and
- f) Assessing Settling Defendants' compliance with the Consent Decree.

14. Reserved Rights of Grantor: Grantor hereby reserves all rights and privileges in and to the use of the Property, including the right to maintain, repair, use, operate, and replace the existing facilities on the Property, as long as the Grantor's use of the Property is not incompatible with the restrictions, rights, and easements granted in this Instrument.

15. Nothing in this document shall limit or otherwise affect the United States' or the State of Rhode Island's or their agents' rights of entry and access provided by law or regulation.

16. No Public Access and Use: This Instrument does not convey a right of access or use by the general public to any portion of the Property.

17. Requirements for Conveyances: Grantor, and any person who subsequently acquires any interest in Grantor's property, including, but not limited to, by deeds, leases, and mortgages, shall give (a) written notice of the Consent Decree and this Easement to the person or entity that will receive the conveyance (the transferee), and (b) written notice of the conveyance to Grantee and to EPA and all required parties in accordance with the provisions of Paragraph 22 of this Easement, including the name and address of the transferee and the date on which the Grantor gave the notice to that transferee. Such transfer shall take place only if the transferee agrees, as a part of the agreement to purchase or otherwise obtain an interest in the Property, that it will comply with the obligations of the Grantor to provide access to the Property and with all of the Declarations set forth in this Instrument. Grantor agrees to include in any instrument conveying an interest in any portion of the Property a notice, which is in substantially the following form:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO THE EFFECT OF A DECLARATION OF COVENANTS AND ENVIRONMENTAL PROTECTION/ CONSERVATION EASEMENT, DATED \_\_\_\_\_, RECORDED IN THE RECORDS OF LAND EVIDENCE FOR THE TOWN OF CUMBERLAND, RHODE ISLAND ON \_\_\_\_\_, IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_,

The failure to include such a provision shall not affect the validity or applicability to the Property of this environmental land use restriction. Within 30 days of executing any such instrument of conveyance, Grantor must provide Grantee, EPA, the Settling Defendants listed in Paragraph 22 of this Easement with a true copy of the instrument of conveyance and, if it has been recorded in the public land records, its recording reference.

18. Construction Activities: Grantor shall notify Grantee, EPA, and the Settling Defendants using the contacts listed in Paragraph XX of this Easement prior to undertaking any facility improvements or other construction activities that could (a) disturb the Remedial Action (including, but not limited to, disturbing monitoring wells or landfill caps) or (b) violate the restrictions set forth in this Easement.

19. Administrative jurisdiction: The Rhode Island Department of Environmental Management is the state agency having administrative jurisdiction over the interests acquired by the State of Rhode Island through this Instrument. The Director of the Rhode Island Department of Environmental Management or his or her delegate shall exercise the discretion and authority granted to the State herein.

20. Enforcement: Grantee is entitled to enforce the terms of this Instrument by resorting to specific performance or legal process. In addition to the remedies available under this Instrument, Grantee may seek any and all other remedies available at law or in equity, including those provided under CERCLA. Grantee shall have the discretion to enforce the terms of this Instrument. Any forbearance, delay, or omission to enforce in the event of a breach of any provision of this Instrument shall not be deemed to be a waiver of (a) such provision or (b) of any subsequent breach of the same or any other provision, or (c) of any of the rights of the Grantee under this Instrument. The EPA is a third party beneficiary to this Easement and is entitled to all the rights and privileges accorded to third party beneficiaries under Rhode Island law, including enforcement rights. The Settling Defendants and their successors also are entitled to enforce the terms of this Easement. Grantor hereby waives any defense of laches, estoppel, or prescription against the United States or the State of Rhode Island in any action taken to enforce the terms of this Easement. In accordance with R.I. Gen. Laws Title 34, Chapter 39, entitled "Conservation and Preservation Restrictions on Real Property," no provision of this Easement shall be unenforceable on account of (a) lack of privity of estate or contract, (b) lack of benefit to a particular land, (c) the benefit being assignable or being assigned to any governmental body or to any entity with like purposes, or (d) any other doctrine of property law which might cause the termination of the provision.

21. Covenants: The Grantor, for itself and for its heirs, successors, successors-in-title, assigns, executors, and administrators, hereby covenants to and with the Grantee, that the Grantor is lawfully seized in fee simple of the Property, that the Grantor has a good right, full power and lawful right to grant and convey the above easement, covenants, and land use restrictions, that the Property is free and clear of encumbrances, except those noted on Exhibit D attached hereto, that the Grantee and its agents and assigns shall at all times hereafter peacefully and quietly have and

enjoy the granted interest in the Property, and that the Grantor and its heirs, successors, successors-in-title, assigns, executors and administrators shall warrant and defend the premises to the Grantee and their assigns and personal representatives forever against the lawful claims and demands of all persons.

22. Notices: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing. Such written notice shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other parties in writing.

As to the State:

Gary Jablonski  
RIDEM Project Manager  
Division of Site Remediation  
235 Promenade St.  
Providence, RI 02908

As to EPA:

Donald McElroy  
Remedial Project Manager for OU 2  
United States Environmental Protection Agency  
5 Post Office Square – Suite 100  
Boston, MA 02109-3912

As to Settling Defendants:

[ADD CONTACT]

As to Grantor:

[ADD CONTACT]

23. General provisions:

a) Controlling law: The interpretation and performance of this Instrument shall be governed by the law of the State of Rhode Island.

b) Definitions: Any provision or term not otherwise defined in this Easement shall have the meaning set forth in the Consent Decree and the appendices to the Consent Decree.

c) Liberal construction: Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement, the Consent Decree and its appendices, and the policy and purpose of CERCLA. If any provision of this Easement is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

d) Limitations: Nothing in this Easement shall be construed to transfer liability for environmental conditions on the Property to Grantee or the EPA.

e) Severability: If any provision of this Easement, or the application of it to any person or circumstance, is found to be invalid, the finding of invalidity will not affect i) the validity of the remainder of the provisions in the Easement, or ii) the application of such provisions to any other person or circumstances.

f) Entire Agreement: This Easement sets forth the entire agreement of the parties with respect to rights and restrictions created hereby, and supersedes all prior oral understandings relating thereto, all of which are merged into this Easement.

g) No Forfeiture: Nothing contained in this Easement will result in a forfeiture or reversion of Grantor's title in any respect.

h) Successors: The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, successors, successors-in-title, and assigns and shall continue as a servitude running with the Property. The term "Grantor," wherever used herein, and any pronouns used in place of the term "Grantor," shall include the person and/or entity named at the beginning of this document, identified as "Grantor" and its heirs, successors, successors-in-title, personal representatives and assigns. The term "Grantee," wherever used herein, and any pronouns used in place of the term "Grantee," shall include the entity named at the beginning of this document, identified as "Grantee," its personal representatives, agents and assigns. The rights of the Grantee and Grantor under this Instrument are freely assignable, subject to the notice provisions contained in Paragraph 22 of this Easement. Any transferee of the fee title to the Property or any leasehold interest in the Property shall automatically be deemed, by acceptance of such interest, to have acquired such title or interest subject to the restrictions contained or referred to in this Easement and to have agreed to execute any and all Instruments reasonably necessary to carry out the provisions of this Instrument. Consistent with R.I. Gen. Laws Title 34, Chapter 39-3(c), the rights and obligations under this Easement shall not be subject to a 30-year limitation on restrictive covenants.

i) Termination of Rights and Obligations: A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Property, except that (i) liability for acts or omissions occurring prior to the transfer shall survive the transfer; (ii) the transfer shall in no way alter the Settling Defendant's obligations under the Consent Decree; and (iii) the transfer shall not affect the Grantee's rights under this Easement.

j) Captions: The captions in this Easement have been inserted solely for convenience of reference and are not a part of this Instrument and shall have no effect upon the construction of this Instrument.

k) Counterparts: The parties may execute this Instrument in two or more counterparts, which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In event of any disparity between the counterparts produced, the recorded counterpart shall control.

TO HAVE AND TO HOLD unto the Grantee and Grantee's assigns forever.

IN WITNESS WHEREOF, Grantor has caused this Instrument to be executed by its duly authorized representative this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

WITNESS:  
COMPANY]

[NAME OF GRANTOR

\_\_\_\_\_

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

[TYPED OR PRINTED NAME AND TITLE]

\_\_\_\_\_

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, duly commissioned and sworn, personally appeared [INSERT NAME AND TITLE OF PERSON] of [INSERT NAME OF GRANTOR COMPANY], known by me to be the party so executing the foregoing agreement for and on behalf of [INSERT NAME OF GRANTOR COMPANY], and he acknowledged said Instrument, by him so executed, to be his

free act and deed in said capacity and the free act and deed of **[INSERT GRANTOR CO. NAME]**

*(signature)*

\_\_\_\_\_

*(typed or printed name)*

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_.

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_, 199\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, duly commissioned and sworn, personally appeared **[INSERT NAME AND TITLE OF PERSON SIGNING ON BEHALF OF INTEREST HOLDER]** of **[INSERT NAME OF INTEREST HOLDER]**, known by me to be the party so executing the foregoing agreement for and on behalf of **[INSERT NAME OF INTEREST HOLDER]**, and he acknowledged said Instrument, by him so executed, to be his free act and deed in said capacity and the free act and deed of **[INSERT NAME OF INTEREST HOLDER]**.

*(signature)*

\_\_\_\_\_

*(typed or printed name)*

\_\_\_\_\_

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_.

IN WITNESS WHEREOF, Grantee hereby acknowledges its acceptance of the above-described property interest (e.g. use restrictions and conservation easement) by its duly authorized representative this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESS:

STATE OF RHODE ISLAND,  
DEPARTMENT OF ENVIRONMENTAL  
MANAGEMENT

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



JANET L. COIT, Director

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In Providence, in said County and State, on the \_\_\_ day of \_\_\_\_\_, 2007, before me personally appeared Terrence Gray, Assistant Director for Air, Waste & Compliance of the Rhode Island Department of Environmental Management (“RIDEM”), to me known and known by me to be the party executing the foregoing instrument for and on behalf of the RIDEM, and he acknowledged said instrument by him executed to be his free act and deed, his free act and deed in his capacity as aforesaid, and the free act and deed of the RIDEM.

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Attachments:

Exhibit A: legal description of the Property

Exhibit B: map of Property

Exhibit C: map of areas subject to the Remedial Action

Exhibit D: list of encumbrances on the Property that have not been subordinated to the Easement

**EXHIBIT A**

**Legal Description of the Property**

**EXHIBIT B**

**Map Showing Location of Property**

**EXHIBIT C**

**Map Showing Location of Remedial Action**

**EXHIBIT D**

**List of Encumbrances on Property that Have Not Been Subordinated to Easement**

**APPENDIX J:  
RECORD OF DECISION (ROD)**

**APPENDIX K:  
STATEMENT OF WORK (SOW)**

**REMEDIAL DESIGN/REMEDIAL ACTION**  
**STATEMENT OF WORK**  
**OPERABLE UNIT 2**  
**PETERSON/PURITAN, INC. SUPERFUND SITE**  
**Cumberland and Lincoln, Providence County, Rhode Island**

**August 2016**

*Prepared by:*

*The United States Environmental Protection Agency*

*Region 1 – New England*

*Boston, MA 02109-3912*



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## 1. INTRODUCTION

**1.1 Purpose of the SOW.** This Statement of Work (SOW) sets forth the procedures and requirements for implementing the Work at Operable Unit 2 (OU 2) of the Peterson/Puritan, Inc. Superfund Site (the Site) in Cumberland and Lincoln, Rhode Island. Oversight of the Work, including review, comment, and approval of submittals, shall be conducted by EPA, in consultation with the Rhode Island Department of Environmental Management (RIDEM) as further defined in Section 7 of this SOW.

**1.2 Structure of the SOW.**

- Section 1.4 (Community Involvement) sets forth EPA's and Settling Performing Defendants' (SPDs') responsibilities for community involvement.
- Section 3 (Remedial Design) sets forth the process for developing the RD, which includes the submission of specified primary deliverables.
- Section 4 (Remedial Action) sets forth requirements regarding the completion of the RA, including primary deliverables related to completion of the RA.
- Section 5 (Reporting) sets forth SPDs' reporting obligations.
- Section 6 (Deliverables) describes the content of the supporting deliverables and the general requirements regarding SPDs' submission of, and EPA's review of, approval of, comment on, and/or modification of, the deliverables.
- Section 6 (Schedules) sets forth the schedule for submitting the primary deliverables, specifies the supporting deliverables that must accompany each primary deliverable, and sets forth the schedule of milestones regarding the completion of the RA.
- Section 7 (State Participation) addresses State participation.
- Section 8 (References) provides a list of references, including URLs.

**1.3** The Scope of the Remedy as described in the September 8, 2015 OU 2 Record of Decision (ROD) includes: 1) the Remedial Action Objectives as defined in Part 2, Section H of the ROD; 2) compliance with all federal and any more stringent state Applicable, or Relevant and Appropriate Requirements (ARARs), and incorporates To Be Considered policies, advisories, criteria, and guidance documents (TBCs)<sup>1</sup> that pertain to OU 2; 3) meeting the Cleanup Levels and Performance Standards (PSs) as described in Part 2, Section L of the ROD; and 4) the Selected Remedy (response actions) as described in Part 2, Section L of the ROD. The response actions include the combined alternatives identified in the 2014 Feasibility Study that are primarily focused on the following areas throughout OU 2 (see Figure 1 of the Consent Decree (CD)):

- J. M. Mills Landfill, Alternative JM-SO-2;
- Nunes Parcel, Alternative NP-SO-3;

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<sup>1</sup> These ARARS and TBCs are identified in Tables I-2, I-4, I-8, I-11, and I-14 in Appendix D of the ROD.

- Unnamed Island Soils and Waste Deposits, Alternative UI-SO-3;
- Sediment in Ponds at Unnamed Island, Alternative SE-3; and
- Groundwater, Alternative GW-2.

The selected remedy (as outlined in further detail in Part 2, Section L of the ROD) addresses contaminated floodplain soils, sediment, and groundwater within OU 2 of the Site and follows a presumptive containment approach for addressing the large volumes of waste, including hazardous waste, disposed of in both landfills and associated debris fields within the OU 2 boundary and immediate floodplain of the Blackstone River. The remedy includes the J. M. Mills Landfill, the Nunes Parcel, the “Unnamed Island” (all of which operated for a time as a single landfill and disposal Facility), and any other areas where contamination from the landfill operations came to be located. The remedy generally includes, but is not limited to, the following components:

- Design and construct caps meeting hazardous waste landfill closure performance standards on both the J. M. Mills Landfill and Nunes Parcel to contain wastes in the landfills as well as contaminated soils and sediments consolidated therein as part of the remedy;
- Remove buildings/structures located on the Nunes Parcel (to facilitate cap construction);
- Consolidate associated debris fields and contaminated soils under areas to be capped;
- Consolidate (into areas to be capped) contaminated soil/sediment from riverbank and floodplain;
- Excavate and consolidate (into areas to be capped), on-site waste and soil/sediment exceeding cleanup levels from the Unnamed Island;
- Excavate (to a depth of approximately one foot) and consolidate into areas to be capped, sediment exceeding cleanup standards from ponds on the Unnamed Island and apply a subaqueous cover (minimum 1 foot thickness) where cleanup level exceedances in deeper sediments may remain;<sup>2</sup>
- As needed in order to shape and resize the landfill to meet landfill cap performance standards and address riparian protection concerns, dispose of some landfill material off-site;
- Restore areas disturbed by remediation, including excavated riverbanks and riparian zone, to return such areas to pre-remediation conditions (e.g., the

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<sup>2</sup> At the time of design, additional sediment profiling will be performed as a PDI (see Section 3.3) to determine more precisely the contamination present and excavation depths needed to reach attainment of the RGs in the ponds. If the difference in dredged volume (between removal of 1 foot of sediment versus removing all sediment exceeding RGs) is relatively small, additional dredging will be performed to reduce or potentially eliminate the need for a subaqueous cover and future maintenance. As otherwise required, a subaqueous cover will be utilized in areas where RG exceedances are not fully removed.

functions, values, characteristics, vegetation, habitat, species use, and other attributes), to the extent feasible;

- Implement long-term monitoring (e.g., groundwater, surface water in the Blackstone River and ponds, sediment, and performance monitoring for cap and subaqueous cover effectiveness) where contamination will be left on-site;
- Establish and administer land use restrictions (institutional controls) to prevent use of groundwater within the Groundwater Compliance Boundary and any potential buffer zone to be established and restrict disturbance of components of the cleanup (including the landfills, sediment cover, monitoring wells); and
- Conduct statutorily-required five-year reviews.

The excavation and capping components of the remedy will prevent direct contact with contaminants by human and ecological receptors. In addition, the remedy will prevent migration of contaminants to groundwater and surface water or recontamination of sediments.

EPA has evaluated a number of design measures for capping that address the need to maintain the aesthetic and habitat characteristics of the riparian corridor. An overarching objective in conducting the cleanup for OU 2 is to minimize any detrimental impacts from remedy construction activities and ensure that aesthetic considerations are incorporated and compatible with the development of the National Historical Park within the Blackstone Valley Heritage Corridor. As identified in the ROD, EPA has received State concurrence on the final remedy for OU 2 and State participation in the oversight of the Work is expected.

- 1.4** The terms used in this SOW that are defined in CERCLA, in regulations promulgated under CERCLA, or in the CD, have the meanings assigned to them in CERCLA, in such regulations, or in the CD, except that the term “Paragraph” or “¶” means a paragraph of the SOW, and the term “Section” means a section of the SOW, unless otherwise stated.

## **2. COMMUNITY INVOLVEMENT**

### **2.1 Community Involvement Responsibilities**

- (a) EPA has the lead responsibility for developing and implementing community involvement activities at OU 2. RIDEM may provide support in implementing community involvement activities. During the RI/FS phase, EPA developed a Community Involvement Plan (CIP) for OU 2. Pursuant to 40 C.F.R. § 300.435(c), EPA will review the existing CIP and determine whether it should be revised to describe further public involvement activities during the Work that are not already addressed or provided for in the existing CIP, including but not limited to, the established Technical Assistance Grant (TAG), the Superfund Reuse Initiative (SRI) Project (currently under development), and the potential for partnering with the National Park Service on certain community involvement components relevant to reuse and design considerations.

- (b) If requested by EPA, SPDs shall support EPA's community involvement activities. This may include supporting community involvement activities, including participation in (1) the preparation of information regarding the Work for dissemination to the public, with consideration given to including mass media and/or Internet notification, and (2) public meetings that may be held or sponsored by EPA to explain activities at or relating to OU 2. SPDs' support of EPA's community involvement activities may include providing online access to initial submissions and updates of deliverables to (1) SRI, (2) TAG recipients and their advisors, (3) the National Park Service, and (4) other entities designated by EPA. EPA may describe in its CIP SPDs' responsibilities for community involvement activities. All community involvement activities conducted by SPDs at EPA's request are subject to EPA's oversight.
- (c) **SPDs' CI Coordinator.** If requested by EPA, SPDs shall, within 15 days, designate and notify EPA and RIDEM of SPDs' Community Involvement Coordinator (SPDs' CI Coordinator). SPDs may hire a contractor for this purpose. SPDs' notice must include the name, title, and qualifications of the SPDs' CI Coordinator. SPDs' CI Coordinator is responsible for providing support regarding EPA's community involvement activities, including coordinating with EPA's CI Coordinator regarding responses to the public's inquiries about OU 2.

### 3. REMEDIAL DESIGN

**3.1 RD Work Plan.** SPDs shall submit a Remedial Design (RD) Work Plan (RDWP) for EPA review and approval<sup>3</sup>. The RDWP must include:

- (a) Plans for implementing all RD activities identified in this SOW or required by EPA to be conducted to develop the RD;
- (b) A description of the overall management strategy for performing the RD, including: 1) a proposal for phasing of design and construction, if applicable, 2) a proposal for incorporating principles of Value Engineering (VE), and Green Remediation (GR)<sup>4</sup> into the selected remedy, 3) a proposal for incorporating, where practical, ASTM Standard Guide for Greener Cleanups (ASTM E-2893)<sup>5</sup> which describes a process for evaluating and implementing activities, in accordance with Part 2, Section L of the ROD, to reduce the environmental footprint of the OU 2 cleanup while working within the applicable regulatory

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<sup>3</sup> In accordance with ¶ 7 of this SOW, the RIDEM Project Manager shall receive a copy of, and will have a reasonable opportunity for review and comment on, all deliverables.

<sup>4</sup> <https://clu-in.org/greenremediation/index.cfm>

<sup>5</sup> [https://clu-in.org/greenremediation/subtab\\_b5.cfm](https://clu-in.org/greenremediation/subtab_b5.cfm)

framework and satisfying all applicable legal requirements<sup>6</sup>, and 4) a proposal for incorporating the principles of ecological land reuse<sup>7</sup> and climate change adaptation<sup>8</sup>;

- (c) A description of the proposed general approach to contracting, construction, operation, maintenance, and monitoring of the Remedial Action (RA) as necessary to implement the Work;
- (d) A description of the responsibility and authority of all organizations and key personnel involved with the development of the RD;
- (e) Descriptions of any areas requiring clarification and/or anticipated problems (e.g., data gaps);
- (f) Description of any proposed pre-design investigation;
- (g) Descriptions of any applicable permitting requirements and other regulatory requirements; and
- (h) Description of plans for obtaining access in connection with the Work, such as a list of properties by Town, Plat, and Lot and identity of owners of all real property; property acquisition, property leases, and/or easements.

**3.2** SPDs shall meet regularly (at least once per month) with EPA and RIDEM to discuss design issues as necessary, as directed or determined by EPA. Meetings may be conducted via teleconference as appropriate.

**3.3 Pre-Design Investigation.** Following a presumptive containment approach at OU 2, the ROD identifies certain data gaps and information needs that require additional data collection prior to design. The purpose of the Pre-Design Investigation (PDI) is to address data gaps by conducting additional field investigations and assessments for the purpose of supporting the design and construction phases of the selected remedy as

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<sup>6</sup> See: “Clean and Greener Policy for Contaminated Sites”, EPA Region 1 Office of Site Remediation and Restoration Revised February 2012 at <https://clu-in.org/greenremediation/regions/index.cfm>

<sup>7</sup> “Ecological land reuse” is a broad term that encompasses a number of interrelated activities including the reconstruction of antecedent physical conditions, chemical adjustment of the soil and water, and biological manipulation which includes the reintroduction of native flora and fauna. Such principles include, but are not limited to, developing and communicating ecology awareness and procedures, delineating staging areas, work zones, and traffic patterns to minimize unnecessary disruption of sensitive areas and existing habitat on or near a property, minimize excavation to retain existing [native] vegetation within uncontaminated areas, and phasing construction activities by stabilizing one area before disturbing another. Also by relying on approved best management practices, this approach can reduce total soil erosion throughout OU 2 and allows for revegetation or redevelopment of some areas immediately after cleanup. This principle also allows for construction scheduling to minimize the area of floodplain soil exposed during seasonal periods or at times of anticipated heightened risks to flooding.

<sup>8</sup> See: <http://www2.epa.gov/superfund/superfund-climate-change-adaptation>

summarized in the ROD. All PDI Work Plans and Reports as further defined below will be reviewed and approved by EPA. Additional assessment activities to be conducted during the PDI phase, which shall be incorporated into the OU 2 design and construction phases, includes, but is not limited to:

- (a) Landfill Gas Assessment - An evaluation of landfill gas that will include compound specific contaminant concentration analysis and monitoring, modeling, risk evaluation, and a decision basis for addressing landfill gas management through active or passive systems as needed, based on federal and state air pollution control standards and RCRA Subtitle C landfill closure standards. This evaluation will be incorporated into the cap designs at the J. M. Mills Landfill and Nunes Parcel. This evaluation will assess the potential risks from airborne contaminants to on-site and off-site receptors in consideration of the potential future recreational use of each capped area. To account for the possibility of a building becoming located on, or in the immediate vicinity of, the Nunes Parcel cap, the evaluation will also assess potential risks from vapor intrusion.
- (b) Waste Delineation - An evaluation, supplementing RI and supporting data<sup>9</sup> to further define the horizontal and vertical waste limits for the Unnamed Island, J. M. Mills Landfill and the Nunes Parcel. The evaluation will assess buried and surficial waste and debris and will include an inventory and volume of surface debris, building, shacks, and construction/demolition waste for consolidation, or off-site disposal /recycling.
- (c) Vegetation Reuse Evaluation – An evaluation of the usefulness and management of harvested woody vegetation from the OU 2 footprint for reuse as a source of compost and topsoil amendment, and/or for river bank stabilization and bio-engineering media, as feasible.
- (d) Survey – Update topographic and property boundary survey of the parcels associated with OU2. Integrate the survey with the existing RI survey to the extent feasible. Develop construction operations and drainage plan, and establish Support/Decon Area.
- (e) Existing Soil Analyses – A physical and geotechnical analysis of existing soil at J.M. Mills Landfill and Nunes Parcel to aid in the assessment of: 1) landfill settlement; 2) slope stability; and 3) the potential for reuse of existing soils and the use of this information in remedy design.

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<sup>9</sup> Supporting data includes but is not limited to: Evaluation of Railroad Siding Restored Second Track Adjacent to JM Mills Landfill, GZA GeoEnvironmental, Inc. August 2012; Innovative Technologies for Use in Cap Design Construction at the Peterson/Puritan, Inc. Superfund Site, Operable Unit 2, June 15, 2015; and Phase II Subsurface Site Investigation Report, 132 Mendon Road, AP12, Lots 4 and 15, Lake Shore Environmental, September 2014; among other data reports found in the ROD Administrative Record.

- (f) Floodplain Soil Delineation - A detailed assessment of spatial contaminant concentrations (horizontal and vertical) for flood plain soils beyond the proposed edge of the cap in reference to established OU 2 ROD Cleanup Levels and Performance Standards (identified in Appendix C of the ROD) to provide best engineering estimates for the consolidation of these materials under the protective cap(s) and/or for off-site disposal (meeting EPA's Off-site Disposal Rule as described in the ROD) and provide volume or area estimates for mitigation of impacted floodplain areas.
- (g) Flood Assessment - Consistent with 44 C.F.R. Part 9 and the Work (whether temporary or permanent), a detailed flood assessment, including mapping and modeling, shall be conducted between the Ashton and Pratt Dams for identifying any capping or excavation design implications that may impact or alter flood storage capacity or river flow velocities. In addition, the assessment shall identify field verified 100 and 500-year flood elevations, seasonal river stage variations (which will include river control data associated with the Woonsocket Falls Dam). Hydraulic modeling using the Hydrologic Engineering Centers River Analysis System (HEC-RAS), Version 4.1, and/or Hydrologic Modeling System (HEC-HMS), Version 4<sup>10</sup> (or later publically provided and equivalent modeling software) shall be performed.
- (h) Wetland Delineation and Assessment – A delineation of wetlands and an assessment of the function and value of the wetlands and floodplains within OU2.
- (i) Leachate Assessment - An assessment of any/all leachate outbreaks<sup>11</sup> within OU 2. In support of this assessment, sampling and monitoring may be required to determine contaminant concentration and flow volume (during the observed times of the year and during associated river stages) for design considerations in order to prevent further contaminant migration as a cap performance measure at the J. M. Mills Landfill and Nunes Parcel. This flood/leachate assessment will also feed into the flood protection, stormwater, and erosion control elements of the Construction Quality Assurance/Quality Control Plan for OU 2 (as further described in ¶ 6.6(g) of this SOW).

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<sup>10</sup> Both of the identified hydraulic modelling software (and other services) are publically available from the U.S. Army Corps of Engineers (USACE) Hydrologic Engineering Center (HEC) and its website: <http://www.hec.usace.army.mil/software/>. These models are the industry standard for performing river flood analyses.

<sup>11</sup> Past known and observed leachate outbreaks include seeps identified several feet above the toe of the slope of the southwest corner of the J. M. Mills Landfill (at corner stone wall), staining in Ponds B and C (at times of low river stage), and along the east slope against the railroad bedding (the latter during heavy rain events). Past known and observed leachate outbreaks at Nunes Parcel include Pond I (with seepage/drainage indicated along the swale in roadbed between the pond and the transfer station and along the south bank of the pond I, and north along the lower floodplain), and the south side of the Nunes Parcel along the north bank of the Stop-and-Shop storm water detention basin (the latter during heavy rain events). Other areas may also be identified during RD/RA Work activities.



- (j) Baseline Groundwater and Surface Water Monitoring and Assessment – An evaluation of current groundwater and surface water conditions, to serve as a baseline for long-term monitoring of these media during the RA. The long term monitoring will be performed in accordance with an Environmental Monitoring Plan (EMP), developed during the RD, to confirm that contamination from the capped landfills is not migrating or exceeding federal and State standards beyond the Groundwater Compliance Boundary or into the River at levels that exceed groundwater and surface water/sediment performance standards. In addition, to support the development of the EMP, an assessment shall be conducted to establish: 1) groundwater compliance wells (between cap and river) and/or using piezometers or passive diffusion technology (in river) to monitor groundwater compliance; and 2) appropriate sampling criteria and specific performance monitoring benchmarks for surface water and sediment to provide collaborative evidence in monitoring the long term performance of the caps (and subaqueous covers, as appropriate).
- (k) Delineation of Pond Sediment - A detailed sediment profile and characterization of the extent of pond sediment contamination (both laterally and at depth) in reference to established OU 2 ROD Cleanup Levels and Performance Standards (identified in Appendix C of the ROD) to establish best estimates of the volume of sediment to be dredged and consolidated on-site, or disposed off-site (meeting EPA's Off-site Disposal Rule as described in the ROD) and to provide area and thickness estimates for designing sub-aqueous engineered cover(s), including potential amendments, as otherwise required.
- (l) Archeological Investigation - Pursuant to Section 106 of the National Historic Preservation Act (NHPA), and as recommended in the Phase I Cultural Resources Survey<sup>12</sup> conducted as a component of the RI/FS for OU 2, provide further consultation with RIHPHC and Native American tribes during the planned OU 2 PDIs and design phases, and if required based on that consultation a combined Phase I (c) and Phase II archaeological investigation to avoid, minimize, and/or mitigate direct or indirect (e.g., visual) impacts to historic properties and potential archaeologically sensitive areas.
- (m) Delineation of Unnamed Island Soil - Soil sampling and analysis as required to support a detailed assessment of spatial contaminant concentrations (horizontal and vertical) for Unnamed Island soils in reference to established OU 2 ROD Cleanup Levels and Performance Standards (identified in Appendix C of the ROD) to provide best engineering estimates for defining the horizontal and vertical limits of Unnamed Island soil requiring excavation and estimating volume of soil that can be consolidated under the protective cap(s) and/or will require off-site disposal (meeting EPA's Off-site Disposal Rule as described in the ROD).

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<sup>12</sup> The Public Archaeology Laboratory, Inc. (PAL). Phase I Cultural Resources Reconnaissance Survey, Peterson/Puritan, Inc. Superfund Site, Operable Unit 2, Cumberland and Lincoln Rhode Island. Revised June 2012.

**3.4 PDI Work Plan.** SPDs shall submit a PDI Work Plan (PDIWP) for EPA approval. The PDIWP must include:

- (a) An evaluation and summary of existing data and description of data gaps;
- (b) A sampling plan including media to be sampled, contaminants or parameters for which sampling will be conducted, location (areal extent and depths), and number of samples; and
- (c) The following supporting deliverables described in ¶ 6.6 (Supporting Deliverables): Health and Safety Plan; Field Sampling Plan and Quality Assurance Project Plan; and Emergency Response Plan.

**3.5 PDI Report** - Following the PDI, SPDs shall submit a PDI Evaluation Report to EPA for review and approval. This report must include:

- (1) Summary of the investigations performed;
  - (2) Summary of investigation results;
  - (3) Summary of validated data (i.e., tables and graphics);
  - (4) Data validation reports and laboratory data reports;
  - (5) Narrative interpretation of data and results;
  - (6) Results of statistical and modeling analyses;
  - (7) Photographs documenting the work conducted; and
  - (8) Conclusions and recommendations for RD, including design parameters and criteria.
- (b) EPA, in consultation with RIDEM, may require SPDs to supplement the PDI Evaluation Report and/or to perform additional pre-design studies. EPA, in consultation with RIDEM, may require the SPDs' to present the technical results to facilitate federal and State review and approval. EPA, in consultation with RIDEM, may also require, or the SPDs' may request, to present approved PDI technical results to key stakeholders and other interested parties at open meetings to advise the public of design progress. SPDs' shall submit copies of each approved PDI on disc, and one hard copy to RIDEM, for public review at all designated repositories.

**3.6 Landfill Cover System Design Report.** Following the PDI, but prior to initiation of work on the 30% Design, SPDs shall submit a Landfill Cover System Design Report to EPA for review and approval. This deliverable will include a qualitative and quantitative analysis demonstrating that the proposed landfill cover system meets the requirements for the Site and is equally protective when compared to the Revised Alternative Cap Design

Guidance Proposed for Unlined, Hazardous Waste Landfills in the EPA Region 1 (February 5, 2001). The evaluation will compare various capping alternatives that are protective, can withstand the stresses of the 500-year flood conditions and prevent infiltration of surface water into the landfill during the 500-year flood conditions, with the goal of protecting human health and the environment while minimizing 1) flood storage capacity impacts, 2) the quantity of soil/sediment/waste requiring offsite disposal, 3) adverse aesthetics impacts, 4) adverse riparian impacts, 5) adverse recreational impacts, 6) adverse impacts to land use and post closure use opportunities, and 7) the cost to implement the remedy. This will include an evaluation of the following items:

- (1) Cap Cross-Section – An evaluation of various cap cross-sections that meet the performance standards outlined in the ROD, Part 2, Section L, paragraph 2 *Capping of the J.M. Mills Landfill and the Nunes Parcel*.
- (2) Material Re-use: An evaluation of the potential to reuse excavated soil, sediment and other excavated materials as a component of the shaping and grading layer and/or as a component of the cap cross-section (for example, bedding or drainage layers).
- (3) Compensatory Storage: An evaluation of the impact to the 100-year and 500-year floodplain elevations to determine potential impacts on flood storage posed by alternative remedial measures (such as capping alternatives; landfill regrading; soil, sediment and waste relocation) and identify compensatory storage requirements to mitigate flood storage impacts.
- (4) Cut/Fill: A comprehensive cut/fill evaluation for OU 2 to compare the estimated volume of waste, soil and sediment requiring excavation to the maximum volume of air space available for shaping and grading purposes at J.M. Mills Landfill and Nunes Parcel. The assessment will take into account applicable slope and height restrictions with a goal of minimizing impacts on flood storage capacity and compensatory storage requirements. This assessment will determine the portion/volume of the excavated materials which can be reused on site and the portion/volume of soils requiring offsite disposal.

The evaluation will be used to propose a capping approach for J.M. Mills Landfill and the Nunes Parcel prior to initiating the 30% design.

**3.7 Preliminary (30%) RD.** SPDs shall submit a Preliminary (30%) RD for review and comment. The Preliminary RD must include:

- (a) A design criteria report, as described in the *Remedial Design/Remedial Action Handbook*, EPA 540/R-95/059 (June 1995) and including OU 2 design and construction phasing/sequences, and any included provisions for incorporating the principles as described in ¶ 3.1(b) above;
- (b) Preliminary drawings and specifications;

- (c) Descriptions of permit requirements, if applicable;
- (d) A description of how the RA will be implemented in a manner that minimizes environmental impacts in accordance with EPA's *Principles for Greener Cleanups* (Aug. 2009) and *Climate Change Adaptation* (May, 2014). In particular, to the extent practicable, and in conformance with the Selected Remedy, the contractor shall explore (and implement to extent practical) green remediation strategies to reduce energy and water usage, promote carbon neutrality, promote industrial materials reuse and recycling, and protect and preserve land resources. The contractors shall also integrate climate change vulnerability analyses and adaptation, as needed, to ensure the resiliency of remedies to climate change impacts. Strategies will be considered for minimizing any detrimental impacts from remedy construction activities and to ensure that aesthetic considerations are incorporated, within the confines of the selected remedy, and to ensure that the remedy is not incompatible with the current and future development of the National Historical Park within the Blackstone Valley Heritage Corridor;
- (e) A description of monitoring and control measures to protect human health and the environment during the RA, such as air monitoring, dust suppression, flood protection, river stage monitoring (including the controlled releases from the Woonsocket Falls Dam), storm water management<sup>13</sup>, and erosion mitigation<sup>14</sup>;
- (f) Any proposed revisions to the RA Schedule (including any phasing and sequencing) that is set forth in ¶ 6.9 (RA Schedule);
- (g) Updates (as necessary) for all supporting deliverables required to accompany the PDIWP as specified ¶ 3.4 above and described in ¶ 6.6 (Supporting Deliverables); and
- (h) EPA, in consultation with RIDEM, may require the SPDs' to present design elements to facilitate review and comment. EPA, in consultation with RIDEM, may also require, or the SPDs' may request, to present approved design elements to key stakeholders and other interested parties at open meetings to advise the public of design progress. SPDs' shall submit copies of the 30% Design on disc for public review at all designated repositories.

**3.8 Pre-Final (95%) RD.** SPDs shall submit the Pre-final (95%) RD for EPA review and comment. The Pre-final RD must be a continuation and expansion of the previous design submittal and must address comments received regarding the Preliminary RD. The Pre-

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<sup>13</sup> See: Rhode Island Stormwater Design and Installation Manual (as amended) March 2015, Horsley Witten Group, Inc. (RIDEM-OWR- <http://www.dem.ri.gov/programs/benviron/water/permits/ripdes/stwater/t4guide/desman.htm>)

<sup>14</sup> See: Rhode Island Soil Erosion and Sediment Control Handbook (as revised) August 13, 2014, RIDEM-OWR (<http://www.dem.ri.gov/soilerosion2014final.pdf>)

final RD will serve as the approved Final (100%) RD if EPA, after consultation with RIDEM, approves the Pre-final RD without comments. The Pre-final RD must include:

- (a) A complete set of construction drawings and specifications that are: (1) certified by a registered professional engineer; (2) suitable for procurement; and (3) follow the Construction Specifications Institute's MasterFormat 2014;
- (b) A survey and engineering drawings showing existing site features, such as, property borders, easements, and site conditions including, but not limited to, field verified 100 and 500-year flood elevations, wetlands/floodplain delineations, the access corridor from Mendon Road to Pratt Dam, and the rights of way and/or construction easements for the Narragansett Bay Sewer Commission, the Providence and Worcester Railroad Company, National Grid and others as applicable;
- (c) Pre-Final versions of the same elements and deliverables as are required for the Preliminary RD;
- (d) Specification for photographic documentation of the RA;
- (e) Updates of all supporting deliverables required to accompany the Preliminary (30%) RD Draft O&M Plan and O&M Manual;
- (f) A Draft Demonstration of Compliance Plan (DOCP) as described in ¶ 6.6(e) of this SOW;
- (g) Environmental Monitoring Plan (EMP) as described in ¶ 6.6(f) of this SOW; and
- (h) Draft Institutional Controls Implementation and Assurance Plan (ICIAP) as described in ¶ 6.6(1) of this SOW.

EPA, in consultation with RIDEM, may require the SPDs' to present design elements to facilitate review and comment. EPA, in consultation with RIDEM, may also require, or the SPDs' may request, to present the approved design to key stakeholders and other interested parties at open meetings to advise the public of design progress.

- 3.9 Final (100%) RD.** SPDs shall submit the Final (100%) RD for EPA approval. The Final RD must address comments received on the Pre-final RD and must include final versions of all Pre-final deliverables. Copies of the Final Design, and any approved revisions or amendments, shall be submitted on disc, and one hard copy to RIDEM, for public review at all designated Repositories.

#### **4. REMEDIAL ACTION**

- 4.1 RA Work Plan.** SPDs shall submit a RA Work Plan (RAWP) for EPA approval that includes:

- (a) A proposed RA Construction Schedule in Gantt Chart format which shall include all proposed phasing and sequencing of RA tasks;
- (b) An updated health and safety plan that covers activities during the RA;
- (c) Plans for satisfying permitting requirements, including obtaining permits for off-site activity<sup>15</sup> (e.g., off-site disposal) and for satisfying substantive requirements of permits for on-site activity (e.g., flood protection, stormwater, sediment, erosion control);
- (d) The deliverables described in ¶ 6.6 (Supporting Deliverables): O&M Manual, Emergency Response Plan, Construction Quality Assurance Plan (CQAP), Transportation and Off-Site Disposal Plan (TODP), O&M Plan, and any modifications to previously submitted deliverables in ¶¶ 3.4 and/or 3.7 above (as may be required for implementing the RA); and
- (e) Periodic Review Support Plan (PRSP). SPDs shall submit the PRSP for EPA approval. The PRSP addresses the studies and investigations that SPDs shall conduct to support EPA's reviews of whether the OU 2 RA is protective of human health and the environment in accordance with Section 121(c) of CERCLA, 42 U.S.C. § 9621(c) (also known as "Five-year Reviews"). SPDs shall develop the plan in accordance with Comprehensive Five-year Review Guidance, OSWER 9355.7-03B-P (June 2001), and any other relevant five-year review guidance.

**4.2 Independent Quality Assurance Team.** SPDs shall notify EPA and RIDEM of SPDs' designated Independent Quality Assurance Team (IQAT). The IQAT will be independent of the Supervising Contractor. SPDs' notice must include the names, titles, contact information, and qualifications of the members of the IQAT. The IQAT will have the responsibility to determine whether Work is of expected quality and conforms to applicable plans and specifications. The IQAT will have the responsibilities as described in ¶ 2.1.3 of the *Guidance on EPA Oversight of Remedial Designs and Remedial Actions Performed by Potentially Responsible Parties*, EPA/540/G-90/001 (Apr. 1990).

#### **4.3 Meetings and Inspections**

- (a) **Preconstruction Conference.** SPDs shall hold a preconstruction conference with EPA, RIDEM, key stakeholders, and others as directed or approved by EPA, in consultation with RIDEM, and as described in the *Remedial Design/Remedial Action Handbook*, EPA 540/R-95/059 (June 1995). SPDs shall prepare minutes of the conference and shall distribute the minutes to all Parties.
- (b) **Periodic Meetings.** During the construction portion of the RA (RA Construction), SPDs shall meet regularly (at least once per week) with EPA, RIDEM, and others

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<sup>15</sup> Materials planned for off-site disposal shall be in accordance with CERCLA Section 121(d)(3) and 40 C.F.R. Section 300.440, or recycled.

as directed or determined by EPA, to discuss construction issues. SPDs shall distribute an agenda and list of attendees to all Parties prior to each meeting. SPDs shall prepare minutes of the meetings and shall distribute the minutes to all Parties.

(c) **Inspections**

- (1) EPA, its representative, and RIDEM shall conduct periodic inspections of, and may have a daily on-site presence at key phases, during the Work. At EPA or RIDEM's request, the Supervising Contractor or other designee shall accompany EPA, its representative, and RIDEM during inspections.
- (2) SPDs shall provide on-site office space for EPA and RIDEM personnel to perform their oversight duties. The minimum office requirements are: a private office with at least 150 square feet of floor space, an office desk with chair, a four-drawer file cabinet, power, and a telephone with a private line. Access to facsimile, document reproduction, wireless internet access, and sanitation facilities shall also be provided.
- (3) In accordance with the OU 2 Health and Safety Plan, or unless otherwise determined, SPDs shall provide commonly dispensable, expendable or disposable personal protective equipment (such as Tyvek, rubber boot covers, gloves, safety vest, insect repellent, and drinking water) needed for inspection personnel (such as SPDs' Project Coordinator, EPA, RIDEM, and any oversight officials) to perform their oversight duties.
- (4) Upon notification by EPA, after consultation with RIDEM, of any deficiencies in the RA Construction, SPDs shall take all necessary steps to correct the deficiencies and/or bring the RA Construction into compliance with the approved Final RD, any approved design changes, and/or the approved RAWP. If applicable, SPDs shall comply with any schedule provided by EPA in its notice of deficiency.

**4.4 Emergency Response and Reporting**

- (a) **Emergency Response and Reporting.** If any event occurs during performance of the Work that causes or threatens to cause a release of Waste Material on, at, or from OU 2 and that either constitutes an emergency situation or that may present an immediate threat to public health or welfare or the environment, SPDs shall:
- (1) Immediately take all appropriate action to prevent, abate, or minimize such release or threat of release;
  - (2) Immediately notify the authorized EPA officer, and RIDEM Project Manager (as specified in ¶ 4.4(c)) orally; and
  - (3) Take such actions in consultation with the authorized EPA officer and RIDEM Project Manager in accordance with all applicable provisions of

the Health and Safety Plan, the Emergency Response Plan, and any other deliverable approved by EPA under the SOW.

- (b) **Release Reporting.** Upon the occurrence of any event during performance of the Work that SPDs are required to report pursuant to Section 103 of CERCLA, 42 U.S.C. § 9603, or Section 304 of the Emergency Planning and Community Right-to-know Act (EPCRA), 42 U.S.C. § 11004, SPDs shall immediately notify the authorized EPA officer and RIDEM Project Manager (as specified in ¶ 4.4(c) below), orally, and follow up the oral notification in writing to the authorized EPA Officer and RIDEM Project Manager within 24 hours of the event indicating SPDs' progress in response to such event.
- (c) The "authorized EPA officer" for purposes of immediate oral notifications and consultations under ¶ 4.4(a) and ¶ 4.4(b) is the designated EPA Remedial Project Manager (RPM), the EPA Alternate Remedial Project Manager (if the EPA Remedial Project Manager is unavailable), or the EPA Emergency Response Unit, Region 1 (if neither EPA RPM nor Alternate Project Manager is available). The authorized representative of the State for receiving both oral and written notices shall be the designated RIDEM Project Manager. Authorized officers are identified in ¶ 114 Notices and Submissions of the CD.
- (d) For any event covered by ¶ 4.4(a) and ¶ 4.4(b), SPDs shall:
  - (1) Within 14 days after the onset of such event, submit a report to EPA and RIDEM describing the actions or events that occurred and the measures taken, and to be taken, in response thereto; and
  - (2) Within 30 days after the conclusion of such event, submit a report to EPA and RIDEM describing all actions taken in response to such event.
- (e) The reporting requirements under ¶ 4.4 are in addition to the reporting required by CERCLA § 103 or EPCRA § 304.

#### **4.5 Off-Site Shipments**

- (a) In accordance with the ROD, a component of the selected remedy includes the option for some amount of landfill material to be recycled and/or disposed of off-site to provide additional design options for capping the landfills within the flood plain. Demolition debris and/or excavated materials planned for off-site disposal shall undergo a toxicity determination pursuant to 40 C.F.R. § 261.24 for off-site disposal options.
- (b) SPDs may ship hazardous substances, pollutants, and contaminants from OU 2 to an off-site facility only if they comply with Section 121(d)(3) of CERCLA, 42 U.S.C. § 9621(d)(3), and 40 C.F.R. § 300.440. SPDs will be deemed to be in compliance with CERCLA § 121(d)(3) and 40 C.F.R. § 300.440 regarding a shipment if SPDs obtain a prior determination from EPA that the proposed



receiving facility for such shipment is acceptable under the criteria of 40 C.F.R. § 300.440(b).

- (c) SPDs may ship Waste Material from OU 2 to an out-of-state waste management facility only if, prior to any shipment, they provide notice to the appropriate state environmental official in the receiving facility's state, RIDEM's Project Manager, and to the EPA Remedial Project Manager. This notice requirement will not apply to any off-site shipments when the total quantity of all such shipments does not exceed 10 cubic yards. The notice must include the following information, if available: (1) the name and location of the receiving facility; (2) the type and quantity of Waste Material to be shipped; (3) the schedule for the shipment; and (4) the method of transportation. SPDs also shall notify the state environmental official referenced above, RIDEM's Project Manager, and the EPA Remedial Project Manager of any major changes in the shipment plan, such as a decision to ship the Waste Material to a different out-of-state facility. SPDs shall provide the notice after the award of the contract for RA construction and before the Waste Material is shipped.
- (d) SPDs may ship Investigation Derived Waste (IDW) from OU 2 to an off-site facility only if they comply with Section 121(d)(3) of CERCLA, 42 U.S.C. § 9621(d)(3), 40 C.F.R. § 300.440, EPA's Guide to Management of Investigation Derived Waste, OSWER 9345.3-03FS (Jan. 1992), and any IDW-specific requirements contained in the ROD. Wastes shipped off-site to a laboratory for characterization, and RCRA hazardous wastes that meet the requirements for an exemption from RCRA under 40 C.F.R. § 261.4(e) shipped off-site for treatability studies, are not subject to 40 C.F.R. § 300.440.

#### 4.6 Certification of RA Completion

- (a) **RA Completion Inspection.** The RA is "Complete" for purposes of this ¶ 4.6 when it has been fully performed and the Performance Standards have been achieved. SPDs shall schedule an inspection for the purpose of obtaining EPA's Certification of RA Completion. The inspection must be attended by SPDs, EPA, RIDEM and/or their representatives.
- (b) **Monitoring Report** (if necessary). If landfill gas management (other than passive venting) is necessary, SPDs shall submit, prior to the RA Report, a Monitoring Report. The Monitoring Report must contain monitoring data and evaluations (e.g., for the operation of the landfill gas treatment and control system (flare)) to demonstrate that Cleanup levels and Performance Standards have been achieved.
- (c) **RA Report** Following the inspection, unless a Monitoring Report is required, SPDs shall submit a RA Report to EPA requesting EPA's Certification of RA Completion (if the Monitoring Report is required, the RA Report shall be submitted following submission and approval of the Monitoring Report). The report must:

- (1) Include certifications by a registered professional engineer and by SPDs' Project Coordinator that the RA is complete;
  - (2) Include as-built drawings signed and stamped by a registered professional engineer;
  - (3) Be prepared in accordance with Chapter 2 (Remedial Action Completion) of EPA's *Close Out Procedures for NPL Sites* guidance (May 2011);
  - (4) Contain monitoring data to demonstrate that Performance Standards have been achieved; and
  - (5) Be certified in accordance with ¶ 6.4 (Certification).
- (d) If EPA, after reasonable opportunity for review and comment by RIDEM, concludes that the RA is not Complete, EPA shall so notify SPDs. EPA's notice must include a description of any deficiencies. EPA's notice may include a schedule for addressing such deficiencies or may require SPDs to submit a schedule for EPA approval. SPDs shall perform all activities described in the notice in accordance with the revised schedule. An addendum to the RA Report is submitted for review/approval in accordance with the revised schedule.
- (e) If EPA concludes, after reasonable opportunity for review and comment by RIDEM, based on the initial or any subsequent RA Report/Monitoring Report requesting Certification of RA Completion, that the RA is Complete, EPA shall so certify to SPDs. This certification will constitute the Certification of RA Completion for purposes of the CD, including Section XI (Disbursement of Special Account Funds) and Section XVI of the CD (Covenants by Plaintiffs). Certification of RA Completion will not affect SPDs' remaining obligations under the CD.

#### 4.7 Certification of Work Completion

- (a) **Work Completion Inspection.** SPDs shall schedule an inspection for the purpose of obtaining EPA's Certification of Work Completion. The inspection must be attended by SPDs, EPA, RIDEM and/or their representatives.
- (b) **Work Completion Report.** Following the inspection, SPDs shall submit a report to EPA and RIDEM requesting EPA's Certification of Work Completion. The report must: (1) include certifications by a registered professional engineer and by SPDs' Project Coordinator that the Work, including all O&M activities, is complete; and (2) be certified in accordance with ¶ 6.4 (Certification).
- (c) If EPA, after reasonable opportunity for review and comment by RIDEM, concludes that the Work is not complete, EPA shall so notify SPDs. EPA's notice must include a description of the activities that SPDs must perform to complete the Work. EPA's notice must include specifications and a schedule for such activities or must require SPDs to submit specifications and a schedule for EPA

approval. SPDs shall perform all activities described in the notice or in the EPA-approved specifications and schedule.

- (d) If EPA concludes, after reasonable opportunity for review and comment by RIDEM, based on the initial or any subsequent report requesting Certification of Work Completion, that the Work is complete, EPA shall so certify in writing to SPDs. Issuance of the Certification of Work Completion does not affect the following continuing obligations: (1) activities under the Periodic Review Support Plan; (2) obligations under Sections VIII (Property Requirements), XX (Retention of Records), and XIX (Access to Information) of the CD; (3) Institutional Controls obligations; (4) other relevant obligations; and (5) reimbursement of EPA's Future Response Costs under Section X (Payments for Response Costs) of the CD.

## 5. REPORTING

**5.1 Progress Reports.** Commencing with the month following lodging of the CD and until EPA approves the RA Completion, SPDs shall submit progress reports to EPA and RIDEM on a monthly basis, except during periods of active construction, during which weekly progress reports shall be submitted, or as otherwise requested by EPA. The reports must cover all activities that took place during the prior reporting period, including:

- (a) The actions that have been taken toward achieving compliance with the CD;
- (b) A summary of all results of sampling, tests, and all other data received or generated by SPDs;
- (c) A description of all deliverables that SPDs submitted to EPA and RIDEM;
- (d) A description of all activities relating to RA Construction that are scheduled for the next six weeks;
- (e) An updated RA Construction Schedule, together with information regarding percentage of completion, delays encountered or anticipated that may affect the future schedule for implementation of the Work, and a description of efforts made to mitigate those delays or anticipated delays;
- (f) A description of any modifications to the work plans or other schedules that SPDs have proposed or that have been approved by EPA; and
- (g) A description of all activities undertaken in support of the Community Involvement Plan (CIP) (as may be required by EPA) during the reporting period and those to be undertaken in the next six weeks.

**5.2 Notice of Progress Report Schedule Changes.** If the schedule for any activity described in the Progress Reports, including activities required to be described under ¶ 5.1(d),

changes, SPDs shall notify EPA and RIDEM of such change at least 7 days before performance of the activity.

## 6. DELIVERABLES

- 6.1 Applicability.** SPDs shall submit all deliverables for EPA's and RIDEM's review and comment, or approval, as specified in the SOW. If neither is specified, the deliverable does not require EPA's or RIDEM's approval or comment. Paragraphs 6.2 (In Writing) and 6.3 (Technical Specifications) apply to all deliverables. Paragraph 6.4 (Certification) applies to any deliverable that is required to be certified. Paragraph 6.5 (Approval of Deliverables) applies to any deliverable that is required to be submitted for EPA approval, after reasonable opportunity for review and comment by RIDEM.
- 6.2 In Writing.** As provided in ¶ 114 of the CD, all deliverables under this SOW must be in writing unless otherwise specified.
- 6.3 Technical Specifications**
- (a) Sampling and monitoring data should be submitted in standard Electronic Data Deliverable (EDD) format. Other delivery methods may be allowed if electronic direct submission presents a significant burden or as technology changes.
  - (b) Spatial data, including spatially-referenced data and geospatial data, should be submitted: (1) in the ESRI File Geodatabase format; and (2) as unprojected geographic coordinates in decimal degree format using North American Datum 1983 (NAD83) or World Geodetic System 1984 (WGS84) as the datum. If applicable, submissions should include the collection method(s). Projected coordinates may optionally be included but must be documented. Spatial data should be accompanied by metadata, and such metadata should be compliant with the Federal Geographic Data Committee (FGDC) Content Standard for Digital Geospatial Metadata and its EPA profile, the EPA Geospatial Metadata Technical Specification. An add-on metadata editor for ESRI software, the EPA Metadata Editor (EME), complies with these FGDC and EPA metadata requirements and is available at <https://edg.epa.gov/EME/>.
  - (c) Each file must include an attribute name for each site unit or sub-unit submitted. Consult <http://www2.epa.gov/geospatial/geospatial-policies-and-standards> for any further available guidance on attribute identification and naming.
  - (d) Spatial data submitted by SPDs does not, and is not intended to, define the boundaries of OU 2.
- 6.4 Certification.** All deliverables that require compliance with this ¶ 6.4 must be signed by the SPDs' Project Coordinator, or other responsible official of SPDs, and must contain the following statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed

to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I have no personal knowledge that the information submitted is other than true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

## 6.5 Approval of Deliverables

- (a) **Initial Submissions.** After review of any deliverable that is required to be submitted for EPA approval, after reasonable opportunity for review and comment by RIDEM, under the CD or the SOW, EPA shall: (i) approve, in whole or in part, the submission; (ii) approve the submission upon specified conditions; (iii) disapprove, in whole or in part, the submission; (iv) modify the submission to cure the deficiencies; or (v) any combination of the foregoing.
- (b) **Resubmissions.** Upon receipt of a notice of disapproval under ¶ 6.5(a) (Initial Submissions), or if required by a notice of approval upon specified conditions under ¶ 6.5(a), SPDs shall, within 21 days or such longer time as specified by EPA in such notice, correct the deficiencies and resubmit the deliverable for approval. After review of the resubmitted deliverable, EPA may: (1) approve, in whole or in part, the resubmission; (2) approve the resubmission upon specified conditions; (3) modify the resubmission to cure the deficiencies; (4) disapprove, in whole or in part, the resubmission, requiring SPDs to correct the deficiencies; or (5) any combination of the foregoing.
- (c) **Implementation.** Upon approval, approval upon conditions, or modification by EPA under ¶ 6.5(a) (Initial Submissions) or ¶ 6.5(b) (Resubmissions), of any deliverable, or any portion thereof: (1) such deliverable, or portion thereof, will be incorporated into and enforceable under the CD; and (2) SPDs shall take any action required by such deliverable, or portion thereof. The implementation of any non-deficient portion of a deliverable submitted or resubmitted under ¶ 6.5(a) or ¶ 6.5(b) does not relieve SPDs of any liability for stipulated penalties under Section XV (Stipulated Penalties) of the CD.

- 6.6 **Supporting Deliverables.** SPDs shall submit each of the following supporting deliverables for EPA approval, in consultation with RIDEM, except as specifically provided. These supporting deliverables may be submitted separately, or incorporated into a combined binder for ease of modifying or revising portions of the materials. The deliverables must be submitted, for the first time, by the deadlines in the RD Schedule or the RA Schedule, or any other EPA-approved schedule, as applicable. SPDs shall develop the deliverables in accordance with all applicable regulations, guidance documents, and policies (see Section 8 (References)). SPDs shall update each of these supporting deliverables as necessary or appropriate during the course of the Work, and/or as requested by EPA in consultation with RIDEM. Upon EPA’s request, SPDs shall

provide copies of approved submittals to the established local community information repositories for public use, one copy to RIDEM, and one copy to EPA for the administrative record.

- (a) **Health and Safety Plan.** The Health and Safety Plan (HASP) describes all activities to be performed to protect on-site personnel and area residents from physical, chemical, and all other hazards posed by the Work. SPDs shall develop the HASP in accordance with EPA's Emergency Responder Health and Safety and Occupational Safety and Health Administration (OSHA) requirements under 29 C.F.R. §§ 1910 and 1926. The HASP should initially cover all field activities, including but limited to, PDI and RD activities and should be, as appropriate, updated to cover activities during the RA and activities after RA completion. The HASP will identify provisions to be made for dispensing certain personal protective equipment (as identified in 4.3.(c)) above. EPA, in consultation with RIDEM, does not approve the HASP, but will review it to ensure that all necessary elements are included and that the plan provides for the protection of human health and the environment.
- (b) **Emergency Response Plan.** The Emergency Response Plan (ERP) must describe procedures to be used in the event of an accident or emergency at OU 2 (e.g., power outages, floods, water impoundment failure, treatment plant failure, slope failure). The ERP must include:
- (1) Name of the person or entity responsible for responding in the event of an emergency incident;
  - (2) Plan and date(s) for meeting(s) with the local community, including local, State, and federal agencies involved in the cleanup, as well as local emergency squads and hospitals;
  - (3) Spill Prevention, Control, and Countermeasures (SPCC) Plan (if applicable), consistent with the regulations under 40 C.F.R. Part 112, describing measures to prevent, and contingency plans for, spills and discharges;
  - (4) Notification activities in accordance with ¶ 4.4(b) (Release Reporting) in the event of a release of hazardous substances requiring reporting under Section 103 of CERCLA, 42 U.S.C. § 9603, or Section 304 of the Emergency Planning and Community Right-to-know Act (EPCRA), 42 U.S.C. § 11004; and
  - (5) A description of all necessary actions to ensure compliance with Paragraph 11 (Emergencies and Releases) of the CD in the event of an occurrence during the performance of the Work that causes or threatens a release of Waste Material from OU 2 that constitutes an emergency or may present an immediate threat to public health or welfare or the environment.

- (c) **Field Sampling Plan.** The Field Sampling Plan (FSP) addresses all sample collection activities. The FSP must be written so that a field sampling team unfamiliar with the project would be able to gather the samples and field information required. SPDs shall develop the FSP in accordance with *Guidance for Conducting Remedial Investigations and Feasibility Studies*, EPA/540/G 89/004 (Oct. 1988).
- (d) **Quality Assurance Project Plan.** The Quality Assurance Project Plan (QAPP) augments the FSP and documents a quality system for the collection of field samples, sample analyses, and data reporting to ensure that the data generated are of known and documented quality. The QAPP must include a detailed explanation of SPDs' quality assurance, quality control, and sample custody procedures for all treatability, design, compliance, and monitoring samples. SPDs shall develop the QAPP in accordance with the most recent versions of *EPA New England Quality Assurance Project Plan Program Guidance* (U.S. EPA New England, Revision 2, January 9, 2010), *EPA Requirements for Quality Assurance Project Plans*, QA/R-5, EPA/240/B-01/003 (Mar. 2001, reissued May 2006); and *Guidance for Quality Assurance Project Plans.*, QA/G-5, EPA/240/R 02/009 (Dec. 2002). Additionally, Region1 utilizes the National Functional Data Validation guidelines<sup>16</sup>, the *EPA New England Environmental Data Review Program Guidance*, (U.S. EPA New England, Version 4-22-2013), and the *EPA New England Environmental Data Review Supplement for Regional Data Review Elements and Superfund Specific Guidance/Procedures* (U.S. EPA New England, Version #0, April 22, 2013). The QAPP also must include procedures:
- (1) To ensure that EPA, RIDEM, and their authorized representative have reasonable access to laboratories used by SPDs in implementing the CD (SPDs' Labs);
  - (2) To ensure that SPDs' Labs analyze all samples submitted by EPA pursuant to the QAPP for quality assurance monitoring;
  - (3) To ensure that SPDs' Labs perform all analyses using EPA-accepted methods (i.e., the methods documented in *USEPA Contract Laboratory Program Statement of Work for Inorganic Superfund Methods Multi-Media, Multi-Concentration ISM02.3 September 2015*; and *USEPA Contract Laboratory Program Statement of Work for Organic Superfund Methods Multi-Media, Multi-Concentration SOM02.3 September 2015*; or other methods acceptable to EPA;
  - (4) To ensure that SPDs' Labs participate in a certification program (i.e., State of Rhode Island, DOD, ISO, NELAP) acceptable to EPA;

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<sup>16</sup> See: <http://www2.epa.gov/clp/contract-laboratory-program-national-functional-guidelines-data-review>.

- (5) For SPDs to provide EPA and RIDEM with notice, at a minimum, 21 days prior to all sample collection activity;
  - (6) For SPDs to provide split samples and/or duplicate/replicate samples to EPA and RIDEM upon request;
  - (7) For EPA and RIDEM to be granted access to take any additional samples that they deem necessary;
  - (8) For EPA and/or RIDEM to provide to SPDs, upon request, within 21 days of sampling, split samples and/or duplicate samples in connection with EPA's and/or RIDEM's oversight sampling; and
  - (9) For SPDs to submit to EPA and RIDEM all sampling and tests results and associated data relative to the implementation of the CD within 7 days of the request for data or sampling and test results.
- (e) **Demonstration of Compliance Plan (DOCP).** The DOCP shall describe in detail all activities that shall be conducted to comply with and/or to demonstrate compliance with all performance standards, including cleanup levels and ARARs<sup>17</sup>.
- (1) For ARARs, the DOCP shall:
    - (i) Specify the statute;
    - (ii) Specify the citation of the ARAR;
    - (iii) Identify if the ARAR is state or federal;
    - (iv) Summarize the requirements of the ARAR;
    - (v) Specify in detail all activities that will be conducted to comply with the ARAR; and
    - (vi) Specify in detail all activities that will be conducted to demonstrate compliance with the ARAR.
  - (2) When sampling and analysis is conducted to demonstrate compliance, the DOCP shall, as practicable, augment and/or reference the OU 2 Monitoring Plan ¶ 6.6(f) below, and specify:

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<sup>17</sup> See: Appendix D of the ROD. In addition to the requirement in the Rhode Island Hazardous Waste regulations, groundwater monitoring and surface water monitoring around the capped landfills will be conducted in accordance with the substantive requirements of the Rhode Island Solid Waste Regulations (DEM OWM-SW0401, 2.1.08(c)). Landfill gas management system will be designed to meet the substantive requirements of the Rhode Island Solid Waste Regulations (DEM OWM-SW0401, 2.3.08).



- (i) Sampling locations;
  - (ii) Sampling frequency;
  - (iii) Sampling methods;
  - (iv) Analytical methods; and
  - (v) Quality assurance and quality control activities; and statistical analysis and/or modeling and/or other data interpretation techniques.
- (3) The DOCP shall also include all of the construction quality assurance/quality control testing and documentation required to demonstrate that the remedy was properly implemented. The construction quality assurance/quality control component in the DOCP shall augment and/or reference Construction Quality Assurance/Quality Control Plan in ¶ 6.6(g) below, and include, at a minimum:
- (i) Checklists for establishing that the required tests and inspections were performed;
  - (ii) Standard operational procedures for all field and laboratory tests;
  - (iii) The quality assurance and quality control plan for all field and laboratory tests; and
  - (iv) Reference stormwater, erosion and sediment control plans to the extent that permitting and/or monitoring and maintenance may be required.
- (f) **Environmental Monitoring Plan.** The purpose of the Environmental Monitoring Plan (EMP) is: to obtain: (i) information, through short- and long- term monitoring in order to determine and assure remedy protectiveness, and to analyze the movement of and changes to contamination throughout OU 2, during implementation of the RA; (ii) information regarding contamination levels to determine whether Cleanup Levels and Performance Standards (PSs) are achieved; and (iii) information/data to determine whether or not to perform additional actions, including further monitoring. The MP shall include:
- (1) Description of the environmental media and types of field parameters to be monitored/measured. This shall include, but not be limited to:
    - (i) A comprehensive sampling strategy to determine: (A) compliance for completing waste, soil and sediment excavation/consolidation; (B) trend analyses of floodplain soils and sediments in the vicinity of the Unnamed Island and OU 2 floodplain to assess (over time) the potential for recontamination of the remediated areas and; (C)

whether any potentially observed future contamination is/is not significantly site related;

- (ii) A monitoring well network established during RD to identify the permanent location and number of wells to be used to monitor the remedy's performance at the established Groundwater Compliance Boundary. Monitoring wells already in place for OU 2 will be supplemented by additional wells, as necessary;
  - (iii) Long-term monitoring performed to ensure that groundwater contamination within the Groundwater Compliance Boundary does not migrate beyond the Groundwater Compliance Boundary or into the River at levels that exceed groundwater and surface water/sediment performance standards;
  - (iv) Monitoring to establish the appropriate sampling strategy to evaluate degradation processes that may decrease contaminant concentrations in groundwater and biogeochemical processes that may increase contaminant concentrations in groundwater (e.g., arsenic). The monitoring shall be performed on a regular schedule so as to provide trend analyses and tracking of contaminant behavior, especially during times of variable wet/dry seasonal events;
  - (v) Periodic monitoring of two residential wells on Dixon Street;
  - (vi) Periodic landfill gas monitoring as determined by the PDI;
  - (vii) Periodic monitoring of down chutes, stormwater catchments, and basins (e.g., flood, stormwater, sediment and erosion control systems), vegetation vitality/sustainability; and
  - (viii) Other monitoring requirements (or modifications thereto) as identified by EPA, in consultation with RIDEM, in review of the Work.
- (2) Description of the data collection parameters, including existing and proposed monitoring devices and locations, schedule and frequency of monitoring, analytical parameters to be monitored, and analytical methods employed;
  - (3) Description of how performance data will be analyzed, interpreted, and reported, and/or other OU 2-related requirements such as found in Region

1's Environmental Data Review Program Guidance<sup>18</sup> and Environmental Data Review Supplement for Regional Data Review Elements and Superfund Specific Guidance/Procedures<sup>19</sup>;

- (4) Description of verification sampling procedures;
  - (5) Description of deliverables that will be generated in connection with monitoring, including sampling schedules, laboratory records, monitoring reports, and monthly and annual reports to EPA and RIDEM; and
  - (6) Description of proposed additional monitoring and data collection actions (such as increases in frequency of monitoring and/or installation of additional monitoring devices in the affected areas) in the event that results from monitoring devices indicate changed conditions (such as higher than expected concentrations of the contaminants of concern or groundwater contaminant plume movement, including parameters for monitored natural attenuation evaluations, if required).
- (g) **Construction Quality Assurance/Quality Control Plan (CQA/QCP).** The purpose of the Construction Quality Assurance Plan (CQAP) is to describe planned and systemic activities that provide confidence that the RA construction will satisfy all plans, specifications, and related requirements, including quality objectives. The purpose of the Construction Quality Control Plan (CQCP) is to describe the activities that will be implemented to verify that RA construction has satisfied all plans, specifications, and related requirements, including hazardous waste landfill closure standards, additional State standards, specific storm water management, flood, erosion, and sediment control plans, and quality objectives. The CQA/QCP must:
- (1) Identify, and describe the responsibilities of, the organizations and personnel implementing the CQA/QCP;
  - (2) Describe the Cleanup Levels and Performance Standards required to be met to achieve Completion of the RA;
  - (3) Describe the activities to be performed: (i) to provide confidence that Cleanup Levels and Performance Standards will be met; and (ii) to determine whether Cleanup Levels and Performance Standards have been met;

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<sup>18</sup> U.S. EPA New England Quality Assurance Unit, Office of Environmental Measurement and Evaluation, Final Version 4-22-2013.

<sup>19</sup> U.S. EPA New England Quality Assurance Unit, Office of Environmental Measurement and Evaluation, April 22, 2013.

- (4) Describe verification activities, such as inspections, sampling, testing, monitoring, and production controls, under the CQA/QCP;
  - (5) Describe industry standards and technical specifications used in implementing the CQA/QCP;
  - (6) Describe procedures for tracking construction deficiencies from identification through corrective action;
  - (7) Describe procedures for documenting all CQA/QCP activities; and
  - (8) Describe procedures for retention of documents and for final storage of documents (including, but not limited to, the CQA/QCP, FSP, QAPP and MP).
- (h) **Periodic Review Support Plan (PRSP).** SPDs shall submit the PRSP for EPA approval at the start of the OU 2 RA. The PRSP addresses the studies and investigations that SPDs shall conduct to support EPA’s reviews of whether the OU 2 RA is protective of human health and the environment in accordance with Section 121(c) of CERCLA, 42 U.S.C. § 9621(c) (also known as “Five-year Reviews”). SPDs shall develop the plan in accordance with Comprehensive Five-year Review Guidance, OSWER 9355.7-03B-P (June 2001) and any other relevant five-year review guidance documents. The trigger date for the statutory Five Year Reviews has already been established at OU 1 of the Site. The same trigger date shall be used for the OU 2 Five Year Reviews. At the start of the OU 2 RA, the PRSP will set forth the information needed to conduct the Five Year Reviews with respect to OU 2 as required to complete a site-wide determination on protectiveness.
- (i) **Transportation and Off-Site Disposal Plan.** The Transportation and Off-Site Disposal Plan (TODP) describes plans to ensure compliance with ¶ 4.5 (Off-Site Shipments). The TODP must include:
- (1) Proposed routes for off-site shipment of Waste Material;
  - (2) Identification of communities affected by shipment of Waste Material; and
  - (3) Description of plans to minimize impacts on affected communities.
- (j) **O&M Plan.** The O&M Plan describes the requirements for inspecting, operating, and maintaining the RA. SPDs shall develop the O&M Plan in accordance with *Operation and Maintenance in the Superfund Program*, OSWER 9200.1 37FS, EPA/540/F-01/004 (May 2001). The Plan shall include a comprehensive on-site flood control system plan that will ensure the integrity of the remedy up to a 500-year flood event, by preventing infiltration and washout during flooding, and effectively manage stormwater and control erosion along the entire slope of each of the caps. Operation and maintenance activities, including mowing, cap and subaqueous cover inspections, and maintaining native vegetation will be

conducted in such a manner as to encourage wildlife use while at the same time maintaining the integrity of the caps/covers. The O&M Plan must include the following additional requirements:

- (1) Description of Cleanup Levels and Performance Standards required to be met to implement the ROD;
  - (2) Description of activities to be performed: (i) to provide confidence that Cleanup Levels and Performance Standards will be met; and (ii) to determine whether Cleanup Levels and Performance Standards have been met;
  - (3) **O&M Reporting.** Description of records and reports that will be generated during O&M, such as daily operating logs, laboratory records, records of operating costs, reports regarding emergencies, personnel and maintenance records, monitoring reports, and monthly and annual reports to EPA and State agencies;
  - (4) Description of corrective action in case of systems failure, including: (i) alternative procedures to prevent the release or threatened release of Waste Material which may endanger public health and the environment or may cause a failure to achieve PS; (ii) analysis of vulnerability and additional resource requirements should a failure occur; (iii) notification and reporting requirements should O&M systems fail or be in danger of imminent failure; and (iv) community notification requirements; and
  - (5) Description of corrective action to be implemented in the event that PS are not achieved; and a schedule for implementing these corrective actions.
- (k) **O&M Manual.** The O&M Manual serves as a guide to the purpose and function of the equipment and systems that make up the remedy. SPDs shall develop the O&M Manual in accordance with *Operation and Maintenance in the Superfund Program*, OSWER 9200.1 37FS, EPA/540/F-01/004 (May 2001).
- (l) **Institutional Controls Implementation and Assurance Plan** – The Institutional Controls Implementation and Assurance Plan (ICIAP) shall identify the form of institutional controls to be used to prevent exposures to contaminated soil/waste, sediment, groundwater, and/or surface water and to protect the integrity of remedial components. The ICIAP shall identify the properties for which institutional controls are necessary (and the restricted areas if only a portion of the property is subject to institutional controls), current ownership of said properties, and the means by which the institutional controls will be enforced. The ICIAP shall include a schedule and protocol for inspections.

**6.7 Applicability and Revisions.** All deliverables and tasks required under this SOW must be submitted or completed by the deadlines or within the time durations listed in the RD and RA Schedules set forth below. SPDs may submit proposed revised RD Schedules or RA Schedules for EPA approval, after reasonable opportunity for review and comment

by RIDEM. Upon EPA's approval, after reasonable opportunity for review and comment by RIDEM, the revised RD and/or RA Schedules supersede the RD and RA Schedules set forth below, and any previously-approved RD and/or RA Schedules.

## 6.8 RD Schedule

	<b>Description of Deliverable, Task</b>	<b>Included Supporting Deliverable</b>	<b>¶ Ref.</b>	<b>Deadline</b>
1	Designate proposed Project, and proposed Supervising Coordinators		CD ¶ 9	10 days after the Effective Date of the CD.
2	RDWP		3.1	45 days after EPA's Authorization to Proceed regarding Supervising Contractor under CD ¶ 9.c (all days are calendar days)
3	PDIWP	HASP, ERP, FSP, QAPP	3.4	105 days after EPA's Authorization to Proceed regarding Supervising Contractor under CD ¶ 9.c
4	PDI Report		3.5	In accordance with the approved schedule in the PDIWP
5	Landfill Cover System Design Report		3.6	In accordance with the approved schedule in the PDIWP
6	Preliminary (30%) RD (w/ GR and VE review)		3.7	150 days after EPA approval of PDI Report and Landfill Cover System Report
7	Pre-final (95%) RD	CQA/QCP, O&M Plan, DOCP, ICIAP, EMP	3.8	150 days after EPA comments on Preliminary RD
8	Final (100%) RD	Same as above	3.9	45 days after EPA comments on Pre-final RD

**6.9 RA Schedule**

	<b>Description of Deliverable / Task</b>	<b>Supporting Deliverables</b>	<b>¶ Ref.</b>	<b>Deadline</b>
1	Award RA contract			45 days after EPA Notice of Authorization to Proceed with RA
2	RAWP	O&M Manual, TODP, PRSP	4.1	60 days after EPA Notice of Authorization to Proceed with RA
3	Designate IQAT		4.2	21 days after Approval of RAWP
4	Pre-Construction Conference		4.3(a)	30 days after Approval of RAWP
5	Start of Remedial Action			60 days after Approval of RAWP
6	RA Completion Inspection		4.6(a)	15 days after completion of construction
7	Monitoring Report		<b>Error ! Reference source not found.</b>	If necessary
8	RA Report		4.6(c)	To be determined
9	Certification of RA Completion		4.6(e)	To be determined
10	Work Completion Inspection		4.7(a)	21 days after Completion of Work
11	Work Completion Report		4.6(c)	To be determined
12	Periodic Review Support Plan/Reporting		6.6(h)	60 days after EPA Notice of Authorization to Proceed with RA, with Periodic Review Report submitted at beginning of fifth year of Periodic Review cycle (Statutory Five Year Review).
13	Certification of Work Completion		4.7(h)	To be determined

**7. STATE PARTICIPATION**

- 7.1 Copies.** SPDs shall, at any time they send a deliverable to EPA, send a copy of such deliverable to the RIDEM Project Manager, as the representative for the State of Rhode Island. EPA shall, at any time it sends a notice, authorization, approval, disapproval, or certification to SPDs, send a copy of such document to RIDEM.
- 7.2 Review and Comment.** RIDEM will have a reasonable opportunity for review and comment prior to:
- (a) Any EPA approval or disapproval under ¶ 6.5 (Approval of Deliverables) of any deliverables that are required to be submitted for EPA approval; and

- (b) Any approval or disapproval of the Construction Phase under ¶ 4.6 (Certification of RA Completion), and any disapproval of, or Certification of Work Completion under ¶ 4.7 (Certification of Work Completion).

## **8. REFERENCES**

**8.1** In addition to OU 2-specific references identified in the ROD and the Administrative Record, or as otherwise identified in this SOW, the following regulations and guidance documents, among others, apply to the Work. Any item for which a specific URL is not provided below is available on one of the two EPA Web pages listed in ¶ 8.2:

- (a) A Compendium of Superfund Field Operations Methods, OSWER 9355.0-14, EPA/540/P-87/001a (Aug. 1987).
- (b) CERCLA Compliance with Other Laws Manual, Part I: Interim Final, OSWER 9234.1-01, EPA/540/G-89/006 (Aug. 1988).
- (c) Guidance for Conducting Remedial Investigations and Feasibility Studies, OSWER 9355.3-01, EPA/540/G-89/004 (Oct. 1988).
- (d) CERCLA Compliance with Other Laws Manual, Part II, OSWER 9234.1-02, EPA/540/G-89/009 (Aug. 1989).
- (e) Guidance on EPA Oversight of Remedial Designs and Remedial Actions Performed by Potentially Responsible Parties, OSWER 9355.5-01, EPA/540/G-90/001 (Apr.1990).
- (f) Guidance on Expediting Remedial Design and Remedial Actions, OSWER 9355.5-02, EPA/540/G-90/006 (Aug. 1990).
- (g) Guide to Management of Investigation-Derived Wastes, OSWER 9345.3-03FS (Jan. 1992).
- (h) Permits and Permit Equivalency Processes for CERCLA On-Site Response Actions, OSWER 9355.7-03 (Feb. 1992).
- (i) National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule, 40 C.F.R. Part 300 (Oct. 1994).
- (j) Guidance for Scoping the Remedial Design, OSWER 9355.0-43, EPA/540/R-95/025 (Mar. 1995).
- (k) Remedial Design/Remedial Action Handbook, OSWER 9355.0-04B, EPA/540/R-95/059 (June 1995).
- (l) EPA Guidance for Data Quality Assessment, Practical Methods for Data Analysis, QA/G-9, EPA/600/R-96/084 (July 2000).



- (m) Operation and Maintenance in the Superfund Program, OSWER 9200.1-37FS, EPA/540/F-01/004 (May 2001).
- (n) Comprehensive Five-year Review Guidance, OSWER 9355.7-03B-P, 540-R-01-007 (June 2001).
- (o) Guidance for Quality Assurance Project Plans, QA/G-5, EPA/240/R-02/009 (Dec. 2002).
- (p) Institutional Controls: Third Party Beneficiary Rights in Proprietary Controls (Apr. 2004).
- (q) Quality Systems for Environmental Data and Technology Programs -- Requirements with Guidance for Use, ANSI/ASQ E4-2004 (2004).
- (r) Uniform Federal Policy for Quality Assurance Project Plans, Parts 1-3, EPA/505/B-04/900A through 900C (Mar. 2005).
- (s) Superfund Community Involvement Handbook, EPA/540/K-05/003 (Apr. 2005).
- (t) EPA Guidance on Systematic Planning Using the Data Quality Objectives Process, QA/G-4, EPA/240/B-06/001 (Feb. 2006).
- (u) EPA Requirements for Quality Assurance Project Plans, QA/R-5, EPA/240/B-01/003 (Mar. 2001, reissued May 2006).
- (v) EPA Requirements for Quality Management Plans, QA/R-2, EPA/240/B-01/002 (Mar. 2001, reissued May 2006).
- (w) USEPA Contract Laboratory Program Statement of Work for Inorganic Analysis, ILM05.4 (Dec. 2006).
- (x) USEPA Contract Laboratory Program Statement of Work for Organic Analysis, SOM01.2 (amended Apr. 2007).
- (y) EPA National Geospatial Data Policy, CIO Policy Transmittal 05-002 (Aug. 2008), available at <http://www.epa.gov/geospatial/policies.html> and [http://www2.epa.gov/sites/production/files/2014-08/documents/national\\_geospatial\\_data\\_policy\\_0.pdf](http://www2.epa.gov/sites/production/files/2014-08/documents/national_geospatial_data_policy_0.pdf)
- (z) Summary of Key Existing EPA CERCLA Policies for Groundwater Restoration, OSWER 9283.1-33 (June 2009).
- (aa) Green Remediation Focus Policies and Strategies, available at: <https://clu-in.org/greenremediation/index.cfm> and ASTM Standard Guide for Greener Cleanups: [https://clu-in.org/greenremediation/subtab\\_b5.cfm](https://clu-in.org/greenremediation/subtab_b5.cfm).

- (bb) Greener Cleanup and Reuse - Tools and Resources:  
<http://www3.epa.gov/epawaste/hazard/correctiveaction/training/vision/greenresources.pdf>.
- (cc) Principles of Ecological Land Use: <https://clu-in.org/ecotools/principles.cfm>.
- (dd) USEPA Contract Laboratory Program Statement of Work for Inorganic Superfund Methods (Multi-Media, Multi-Concentration), ISM01.2 (Jan. 2010).
- (ee) Close Out Procedures for National Priorities List Sites, OSWER 9320.2-22 (May 2011).
- (ff) Groundwater Road Map: Recommended Process for Restoring Contaminated Groundwater at Superfund Sites, OSWER 9283.1-34 (July 2011).
- (gg) Recommended Evaluation of Institutional Controls: Supplement to the “Comprehensive Five-Year Review Guidance,” OSWER 9355.7-18 (Sep. 2011).
- (hh) Construction Specifications Institute's MasterFormat 2012, available from the Construction Specifications Institute, [www.csinet.org/masterformat](http://www.csinet.org/masterformat).
- (ii) Updated Superfund Response and Settlement Approach for Sites Using the Superfund Alternative Approach , OSWER 9200.2-125 (Sep. 2012).
- (jj) Institutional Controls: A Guide to Planning, Implementing, Maintaining, and Enforcing Institutional Controls at Contaminated Sites, OSWER 9355.0-89, EPA/540/R-09/001 (Dec. 2012).
- (kk) Institutional Controls: A Guide to Preparing Institutional Controls Implementation and Assurance Plans at Contaminated Sites, OSWER 9200.0-77, EPA/540/R-09/02 (Dec. 2012).
- (ll) EPA’s Emergency Responder Health and Safety Manual, OSWER 9285.3-12 (July 2005 and updates), <http://www.epaosc.org/HealthSafetyManual/manual-index.htm>
- (mm) Broader Application of Remedial Design and Remedial Action Pilot Project Lessons Learned, OSWER 9200.2-129 (Feb. 2013).
- (nn) Guidance for Evaluating Completion of Groundwater Restoration Remedial Actions, OSWER 9355.0-129 (Nov. 2013).
- (oo) Groundwater Remedy Completion Strategy: Moving Forward with the End in Mind, OSWER 9200.2-144 (May 2014).
- (pp) State regulations and publications, including but limited to, 1) Rules and Regulations for the Investigation and Remediation of Hazardous Material Releases, (DSR-01-93), (as amended) November 2011; 2) Rules and Regulations

for Hazardous Waste Management, (OWM-HW 01-14), (as amended) January 2014; 3) Solid Waste Regulations (OWM-SW04-01), (as amended) October, 2005; 4) *Rhode Island Stormwater Design and Installation Standards Manual*, March, 2015; and 5) *Rhode Island Soil Erosion and Sediment Control Handbook*, RI SESC Handbook (2014 Update).

- 8.2** A more complete list regulations, policies and guidance may be found on the following EPA Web pages or RIDEM Web pages listed below:

Laws, Policy, and Guidance: <http://www.epa.gov/superfund/policy/index.htm>

Test Methods Collections: <http://www.epa.gov/fem/methcollectns.htm>

R.I. Regulations and Publications: <http://www.dem.ri.gov/pubs/regs/index.htm>  
<http://www.dem.ri.gov/pubs/index.htm>

- 8.3** For any regulation or guidance referenced in the CD or SOW, the reference will be read to include any subsequent modification, amendment, or replacement of such regulation or guidance. Such modifications, amendments, or replacements apply to the Work only after SPDs receive notification from EPA, in consultation with RIDEM, of the modification, amendment, or replacement.