

1-52-039

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

The State of New York and Joe Martens, Acting
Commissioner of the New York State Department of
Environmental Conservation,

Plaintiffs,

v.

No. 11-CV-0405
(LDW WDW)

Town of Babylon, New York; Aero Specialties Mfg.
Corp.; Ahold U.S.A., Inc.; Amacon Corp.; Apex
Packing & Rubber Co. Inc.; Babylon Union Free
School District; Batesville Casket Co.; Bio Systems
Partners; CVD Equipment Corp./CVD Materials
Corp.; CVS Pharmacy, Inc.; Charles Ross and Son Co.;
Chemed Corp.; City-Wide Sewer & Drain Service
Corp.; Composite Evaluation & Development
Laboratories, Inc.; Coty US LLC, as successor to Del
Laboratories, Inc.; Coyne Textile Services; D'Addario
& Co., Inc.; Deer Park Union Free School District;
Detail Carting Co., Inc.; Eaton Corp.; Educational
Bus Transportation, Inc.; Elm Freight Handlers Inc.;
Embassy Industries, Inc.; General Dynamics Armament
and Technical Products, Inc.; Genovese Drug Stores,
Inc.; Geometric Circuits, Inc.; Harder Services, Inc.;
Hawker Beechcraft Global Customer Support Corp.;
International Paper Co.; JAF Converters, Inc.; JC
Penney Corp., Inc.; King Kullen Grocery Co. Inc.;
LILCO/ National Grid; Lindenhurst Union Free
School District; Macy's East, a Div. of Macy's Retail
Holdings, Inc.; Mays Chemical Co., Inc.; MCG
Electronics, Inc.; Mercer Tool Corp.; Merit Electronic
Design Co.; Mid-Island Salvage Corp.; Miller
Environmental Group, Inc.; Millwright Woodwork
and Installers, Inc.; Multiple Listing Service of Long
Island, Inc.; Northrop Grumman Systems Corp.; P.C.
Richard & Son, Inc.; Philips Electronics North America
Corp.; Pride Solvents & Chemical Co., Inc.; R.J.
Reynolds Tobacco Co.; RockTenn-Southern Container,
LLC; Sturtevant Millwork Corp.; TNT USA Inc.;
Tapeswitch Corp.; Tek Precision Co., Ltd.; Verizon
New York Inc.; Watts Regulator Co. as successor to
Jameco Industries, Inc.; Weiss Instruments, Inc.
West Babylon Union Free School District; Windowrama

Todd D. Danner, Esq.

MOHAWITH COUNSEL IS DIRECTED TO SERVE A COPY
OF THIS ORDER ON ALL PARTIES UPON RECEIPT.

Enterprises, Inc.; and WMF Americas, Inc.,

Defendants.

:

:

X

CONSENT DECREE

Plaintiffs State of New York, the Commissioner for the New York State Department of Environmental Conservation ("NYSDEC") and the Commissioner of the NYSDEC as Trustee of the State's natural resources (collectively referred to as the "State"), and Defendants hereby agree as follows:

WHEREAS, the State alleges that the Town of Babylon (the "Town"), the Defendants, including but not limited to the Babylon Landfill Joint Defense Group, are others that are now or in the future become signatories to this Decree, and/or their respective predecessors in interest (collectively, the "Settling Defendants") either arranged for the disposal of hazardous substances at, transported hazardous substances to, were the owners or operators of, or are otherwise liable for environmental conditions at, the Babylon Landfill ("Site") located in the hamlet of Wyandach, Town of Babylon ("Town"), in southwestern Suffolk County, State of New York (the State, the Town, and the Settling Defendants shall be referred to as the "Parties");

WHEREAS, the Settling Defendants do not admit or deny the State's allegations;

WHEREAS, the Town operated a municipal landfill on the Site approximately between 1947 and 1993, and received municipal solid waste, commercial waste, construction/demolition waste, industrial waste and cesspool scavenger waste at the Site, which waste contained or was comprised of "hazardous substances" as defined in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14);

WHEREAS, NYSDEC is an agent of the State of New York established and existing under the authority of the Environmental Conservation Law ("ECL") to protect, promote and

coordinate management of water, land, fish, wildlife, air and other natural resources of the State, including to provide for the abatement of water, land and air pollution and the restoration of natural resources;

WHEREAS, pursuant to ECL § 27-1305, NYSDEC listed the Site in the New York State Registry of Inactive Hazardous Waste Disposal Sites as No. 1-52-039;

WHEREAS, on July 27, 1989, after due notice and opportunity for public comment, the Town and NYSDEC entered into a Consent Order that required the Town to undertake a Remedial Investigation and Feasibility Study ("RI/FS") for the Site;

WHEREAS, based on the results of the RI/FS, Site remediation was divided into two components or Operable Units ("OU1" and "OU2");

WHEREAS, after due notice and opportunity for public comment, a Record of Decision ("ROD") for OU1 was issued in 1993, which addressed the source of environmental contamination, in principal part, through the following response measures: (1) the regrading of landfill slopes and installation of a final landfill cover system; (2) installation of drainage systems and stormwater controls to control landfill runoff; and (3) installation of landfill gas venting systems;

WHEREAS, after due notice and opportunity for public comment, a ROD for OU2 was issued in 1994, which addressed contaminated groundwater, in principal part, through the following response measures: (1) development of a remedial design program to verify the components of the conceptual design and provide the details necessary for the construction, operation and maintenance and monitoring of the remedial program; (2) modification of the Resource Recovery Facility supply well to improve capture of contaminated groundwater at the

Site boundary; and (3) development and implementation of a ground and surface water monitoring program, as well as a landfill gas monitoring program;

WHEREAS, NYSDEC and the Town entered into a State Assistance Contract (No. C300098), pursuant to the Environmental Quality Bond Act of 1986, whereby the State agreed to reimburse the Town for 75% of the eligible costs for response measures at the Site, including investigation, remedial design, and construction of the remedial action and construction oversight to be incurred by the Town at the Site for OU1 and OU2;

WHEREAS, the Town has implemented response measures at the Site, including completing the RI/FS and undertaking the remedial and other measures identified in each ROD, to remedy the alleged release and/or threatened release of hazardous substances into the environment, and incurred response costs, including, but not limited to, costs of investigation, removal, remedial activity, and operation and maintenance, as those terms are defined or used in Sections 101(23), 101(24), 101(25), 107(a) and 113 of CERCLA, 42 U.S.C. §§ 9601(23), 9601(24), 9601(25), 9607(a) and 9613, in relation to the Site;

WHEREAS, NYSDEC has determined that the response measures implemented at the Site are sufficient to provide all reasonable assurances that public health and the environment will be protected from any future releases at or from the Site;

WHEREAS, the State has incurred response costs, including reimbursements to the Town pursuant to the State Assistance Contract, in an amount in excess of \$22 million, and the State alleges that it has incurred other response costs, including interest and enforcement costs at the Site;

WHEREAS, the Town alleges that it has incurred costs for response measures that have not been reimbursed by the State;

WHEREAS, all response measures have been implemented at the Site with oversight and approval of NYSDEC consistent with and in substantial compliance with the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. 300, *et seq.* ("NCP") and the costs incurred by the Town and the State for response measures at the Site constitute necessary and reasonable costs of response under CERCLA;

WHEREAS, the Babylon Landfill Joint Defense Group ("Babylon JDG"), consisting of Settling Defendants Coty US LLC, as successor to Del Laboratories, Inc., General Dynamics Armament and Technical Products, Inc., Watts Regulator Co. as successor to Jameco Industries, Inc., Multiple Listing Service of Long Island, Inc., Northrop Grumman Systems Corp., Philips Electronics North America Corp., Hawker Beechcraft Global Customer Support Corporation, and Weiss Instruments, Inc., have entered into separate agreements among themselves and the other Settling Defendants for the payment of Site response costs and other consideration;

WHEREAS, the Settling Defendants wish to resolve, and the State and Town agree to release all Settling Defendants from, any liability for natural resource damages and response costs incurred and to be incurred in the future in connection with the Site, subject to the conditions set forth below, and the State and Town wish to resolve, and the Settling Defendants agree to release the State and Town from, any liability for natural resource damages and response costs incurred and to be incurred in the future in connection with the Site, subject to the conditions set forth below; and

WHEREAS, the State and the Town have determined, and the Court finds, that resolution according to the terms of this Decree of claims for natural resource damages and response costs incurred and to be incurred in the future in connection with the Site is in the public interest; and

WHEREAS, the Parties have agreed, and the Court finds, that resolution of all such claims for natural resource damages and response costs incurred and to be incurred in the future in connection with the Site according to the terms of this Decree constitutes a fair and reasonable disposition of all such claims.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

1. This Court has jurisdiction over the subject matter and the Parties to this action pursuant to 28 U.S.C. §§ 1331 and 1367 and 42 U.S.C. § 9613(b).

2. This Decree shall apply to and be binding upon the State (including all of its agencies, departments and subdivisions), the Town, and each of the Settling Defendants. Each signatory to this Decree represents that she or he is fully authorized to enter into the terms and conditions of this Decree and to bind the party represented by her or him. Any change in governance, ownership or corporate or organizational status of a Settling Defendant including, but not limited to, any transfer of assets or real or personal property, shall in no way alter such Settling Defendant's rights or responsibilities under this Decree.

3. Neither this Decree, nor any terms hereof, nor the entry into this Decree, nor performance of the terms hereof, by any of the Settling Defendants or the Town, shall constitute or be construed as an admission, acknowledgment or denial by any of the Settling Defendants or the Town of the factual or legal assertions contained in the Complaint or this Decree, and the Settling Defendants and the Town retain the right to controvert in any subsequent proceedings, other than proceedings for the purpose of implementing or enforcing this Decree, the validity of the facts, allegations or determinations contained in this Decree. Neither this Decree, nor any terms hereof, nor the entry into this Decree, nor performance of the terms hereof, by any of the Settling Defendants or the Town, shall constitute or be construed as an admission,

acknowledgment or denial by any of the Settling Defendants or the Town of any liability, responsibility or fault with respect to the conditions at or arising from past or future conditions, activities or operations at the Site, or as an admission of violation of any law, by any Settling Defendant or the Town. Settling Defendants agree not to make or permit to be made any public statement contradicting this Decree or any of its provisions. Nothing in this paragraph affects Settling Defendants': (a) testimonial obligations; or (b) right to take legal or factual positions in litigation or other legal proceedings to which the Attorney General is not a party.

PAYMENTS

4. Within sixty (60) days after the date on which the State sends the Settling Defendants notice of the Effective Date of this Decree (as provided in Paragraph 14 of this Decree), the Babylon JDG (on behalf of its individual members and all other Settling Defendants at that point in time) shall remit to the State the amount of \$1 Million in accordance with Paragraph 15 of this Decree. On the first annual anniversary of the Effective Date of this Decree, the Babylon JDG (on behalf of its individual members and all other Settling Defendants at that point in time) shall remit to the State an additional amount of \$1.15 Million in accordance with Paragraph 15 of this Decree. On the second annual anniversary of the Effective Date of this Decree, the Babylon JDG (on behalf of its individual members and all other Settling Defendants at that point in time) shall remit to the State a final amount of \$1.25 Million in accordance with Paragraph 15 of this Decree. Thus, the total monetary contribution paid by the Babylon JDG, on behalf of its individual members and all other Settling Defendants, under this Decree shall be \$3.4 Million.

5. Failure to make any payments required in Paragraph 4 of this Decree in a timely fashion, after reasonable notice and opportunity to cure, shall constitute a default of the Babylon

JDG members. If the Babylon JDG defaults under this Decree, the State shall be entitled to a stipulated penalty of \$1,000 per day from the defaulting Babylon JDG, for each day after the date on which payment is due under Paragraph 4 and remains unpaid, in addition to the payment required under Paragraph 4 of this Decree. Such stipulated penalties shall be the sole and exclusive additional penalty or cost recoverable by the State for failure to timely comply with the payment provisions of this Decree.

RELEASE AND COVENANT NOT TO SUE

6. The State and the Town agree that the payments to be made under Paragraphs 4 and 5 of this Decree represent full satisfaction of any claims they have or may have in the future against the Settling Defendants and their affiliates, parents, subsidiaries, related entities, predecessors, successors and assigns, and their past, present and future employees, agents, attorneys, shareholders, officers and directors, for any matter arising out of or relating to the Matters Addressed by this Decree (as specified in Paragraph 9 of this Decree), including, without limitation, any claims or causes of action for costs, natural resource or other damages, enforcement costs, oversight costs, interest, contribution, or attorneys' fees (collectively, "Response Costs"). The State and the Town covenant not to sue, execute judgment, or take any civil, judicial or administrative action under any federal, state, local or common law (other than an action to enforce this Decree) against the Settling Defendants and their affiliates, subsidiaries, related entities, predecessors, successors and assigns, and their past, present and future employees, agents, attorneys, shareholders, officers and directors, for any matter arising out of or relating to the Matters Addressed by this Decree (as specified in Paragraph 9 of this Decree), including, without limitation, any claims or causes of action for Response Costs.

7. Each Settling Defendant agrees not to assert any claims or causes of action under any federal, state, local or common law against the State, or its employees, agencies or departments, or against the Town, or its employees, agencies, or departments, or against any other Settling Defendant or its affiliates, subsidiaries, related entities, predecessors, successors and assigns, or their past, present and future employees, agents, attorneys, shareholders, officers and directors, or to seek against the State or the Town or other Settling Defendants, or any of them, any costs, damages, contribution or attorneys' fees arising out of or relating to any Matters Addressed by this Decree (as specified in Paragraph 9 of this Decree). Notwithstanding the foregoing, any Settling Defendant may assert any claims or causes of action against any person other than the State, the Town or another Settling Defendant, to the extent permitted by law, for any costs, damages, contribution or attorneys' fees, including Response Costs, arising out of or relating to any Matters Addressed by this Decree (as specified in Paragraph 9 of this Decree). The State hereby assigns to the Babylon JDG any and all claims or causes of action that the State may have under any federal, state, local or common law against Aptico, Inc., The Fairchild Corp., B-H Instruments, Inc., Sturtevant Millwork Corp., or any other entity that is not a Settling Defendant, arising out of or relating to any Matters Addressed by this Decree. Nothing in this Decree shall affect the rights or defenses available to any Settling Defendant pursuant to any contract, insurance policy or indemnification agreement.

8. In consideration of the payments made by the Town for the investigation and remediation of the Site, the State releases and covenants not to sue, execute judgment, or take any civil, judicial or administrative action under any federal, state, local or common law (other than an action to enforce this Decree) against the Town for the Matters Addressed by this Decree (as specified in Paragraph 9 of this Decree), and the Town covenants not to sue, or take any civil,

judicial or administrative action under any federal, state, local or common law (other than enforcement of this Decree) against the State or its employees, agencies or departments for the Matters Addressed by this Decree (as specified in Paragraph 9 of this Decree).

MATTERS ADDRESSED AND RESERVATION OF RIGHTS

9. The State, pursuant to its authority under CERCLA, the ECL and all other applicable federal and state statutory and common law, is resolving against Settling Defendants and the Town, and the Settling Defendants and the Town are resolving against each other and against the State (a) any and all claims, including but not limited to federal claims under CERCLA, and state claims under the ECL and New York common law, for Response Costs, past or future, that have been incurred or will be incurred for the investigation and remediation of the Site relative to or arising from the disposal or release of hazardous waste or hazardous substances at the Site, no matter when or by whom incurred, including any and all Response Costs incurred by any party to this action, (b) any and all claims for any natural resource damages at or associated with the Site, and (c) any and all other claims or causes of action under CERCLA and any other federal, state, local or common law relating to the disposal or alleged disposal or release or alleged release of hazardous substances at the Site, including without limitation any release, migration, or disposal on, at, through, under, to or from contiguous or neighboring properties which are associated in any way with hazardous substances or contamination at the Site (which claims collectively are referred to as "Matters Addressed"). For purposes of this Decree, the term "hazardous waste" or "hazardous substance" shall include without limitation any hazardous materials, chemicals, contamination, waste, pollution, spills, releases, and environmental or health impacts or conditions of any type whatsoever.

10. The State and Town agree that the payments being made by the Settling Defendants represent a reasonable payment in settlement of the entire common liability of Settling Defendants and all other responsible entities, other than the Town, that allegedly generated and/or transported waste disposed of at the Site (whether they are now Settling Defendants or will become Settling Defendants in the future pursuant to Paragraph 17 of this Decree) for total Response Costs that have been asserted to have been reimbursed or incurred by the State and the Town, as well as total future Response Costs of the State and the Town that are anticipated, or may be necessary, for the implementation of the remedial program set forth in the RODs, consent decrees, and other requirements for the Site, or any other response actions or costs of any kind required or authorized by law, including operation and maintenance, monitoring response costs, and all oversight costs. Settling Defendants reserve the right to assert claims for cost recovery and/or contribution against parties other than the State and the Town under Sections 107, 113(f)(1) and 113(f)(3) of CERCLA, 42 U.S.C. §§ 9607, 9613(f)(1) and 9613(f)(3), or otherwise, as well as under state or common law, to the extent provided by law.

11. The payments that already have been made by the Town, together with the reduction of the State's claim to reflect the share of liability potentially allocable to the Town, represent a fair and reasonable contribution by the Town toward the total past response costs that have been reimbursed or incurred by the State and the Town, and the total future response costs of the State and the Town that are anticipated, for the implementation of the remedial program set forth in the RODs for the Site, including operation and maintenance, and monitoring response costs.

12. Matters Addressed do not include, and the State reserves all of its rights with regard to, the State's right to bring any action or proceeding against any person, firm,

corporation, or other entity other than Settling Defendants and the Town, other than rights or claims expressly assigned hereunder.

CONTRIBUTION

13. The Parties agree, and by entering this Decree the Court finds, that the Settling Defendants and the Town, and their affiliates, subsidiaries, related entities, predecessors, successors and assigns, and their Boards, commissioners, executive directors and elected officials, officers, directors, agents, attorneys, shareholders, and employees, have resolved their liability, including but not limited to liability under CERCLA, to the State and are entitled to the full extent of protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and/or any other applicable federal or state law, for the Matters Addressed by this Decree (as specified in Paragraph 9 of this Decree). Once entered, this Decree shall constitute a judicially approved settlement for purposes of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B), and the Settling Defendants shall be entitled to seek recovery of environmental response costs and contribution under Section 107 and/or 113 of CERCLA, 42 U.S.C. § 9607 and/or § 9613, and other applicable federal, state or common law, as and to the extent provided by such law, from any person except those who are entitled to contribution protection under Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), as a result of entry of this Decree.

EFFECTIVE DATE

14. The Effective Date of this Decree shall be the date upon which the Decree is entered by the Court. The State shall send notice of the Effective Date to the Settling Defendants by electronic mail as provided in Paragraph 18 of this Decree.

Party Name:

TOWN OF BABYLON, NEW YORK

Dated: 1/18/11

By: 

Name: Steven Bellone

Title: SUPERVISOR

Complaint shall be dismissed with prejudice (except that the dismissal shall be without prejudice solely as to the enforcement of this Decree).

STATE OF NEW YORK and Commissioner of the New
York State Department of Environmental Conservation

ERIC T. SCHNEIDERMAN
Attorney General of the State of New York

Dated: January 19, 2011

By: 

Todd D. Ommen
Assistant Attorney General
Environmental Protection Bureau
120 Broadway
New York, NY 10271

If to Settling Defendants:

Gary Justis, Esq.
Wagstaff & Cartmell LLP
4740 Grand Avenue, Suite 300
Kansas City, MO 64112
gjjustis@wcllp.com
Telephone No.: (816) 701-1170

and

David M. Williamson, Esq.
Andrews Kurth, LLP
1350 I Street NW Suite 1100
Washington, D.C. 20005
davidwilliamson@andrewskurth.com
Telephone No.: (202) 256-6155

If to the State of New York:

Todd D. Ommen, Esq.
Assistant Attorney General
New York State Department of Law
Environmental Protection Bureau
120 Broadway – 26th Floor
New York, NY 10271
todd.ommen@ag.ny.gov
Telephone No.: (212) 416-8482

If to the Town:

Town of Babylon, New York
attn: Town Attorney
200 East Sunrise Highway
Lindenhurst, NY 11757
Telephone No.: (631) 957-3000

19. The Parties to this Decree agree to be bound by the terms of this Decree and agree not to contest its validity in any subsequent proceeding to implement or enforce its terms.

20. Upon approval and entry of this Decree by the Court, this Decree shall constitute a final judgment between and among the State, the Town and the Settling Defendants, and the

MISCELLANEOUS PROVISIONS

15. All payments required to be made pursuant to Paragraph 4 of this Decree shall be made by wire transfer, or by certified or cashier's check(s), as directed by the State in writing as provided in Paragraph 18 of this Decree (relating to notice) payable to the "State of New York" and delivered to:

Todd D. Ommen, Esq.
Assistant Attorney General
New York State Department of Law
Environmental Protection Bureau
120 Broadway – 26th Floor
New York, NY 10271

Any payments and all correspondence related to this Decree must reference CD # CD-AOD 10-141.

16. Nothing in this Decree shall inure to the benefit of any other person or entity not a party to this Decree, except as expressly provided herein.

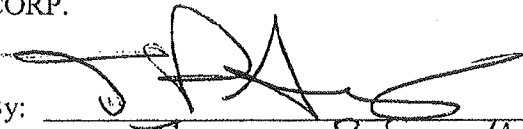
17. This Decree may not be modified except by express written agreement of all the Parties and approval by the Court. After judicial entry of this Decree, the Babylon JDG may enter into future settlements and seek to add additional Settling Defendants as signatories to this Decree. If the State agrees to add such additional Settling Defendants as signatories to this Decree, such consent not to be unreasonably withheld, delayed or conditioned, the State, the Babylon JDG and the additional Settling Defendant(s) shall formalize the addition of such Settling Defendant(s) through an appropriate joint motion filed with the Court.

18. Any notification to any Party shall be in writing, or by electronic mail accompanied by additional telephone notice, and shall be deemed properly given on receipt thereof if sent to the following, or to such other person as a Party may designate by written notice to:

Party Name:

AERO SPECIALTIES MANUFACTURING
CORP.

Dated: 11/22/10

By: 
Name: Thomas P. Smith
Title: CEO

Party Name:

AHOLD U.S.A., INC.

Dated:

12/22/10

By:

Thomas A. Hippler

Name:

Thomas A. Hippler

Title:

Executive U.P. and General Counsel

STR

filed
11/24/10

Party Name:

AMACON CORP.

Dated: 11/30/10

By: *Ted Antonow*


Name: TED ANTONOW

Title: V-P

Party Name:

[SETTLING DEFENDANT] APEX PACKING & RUBBER
CO., INC.

Dated: 11/19/10

By: 
Name: RAD HOPPENHEIM
Title: President

Party Name:

BABYLON UNION FREE SCHOOL
DISTRICT

Dated: 12/13/10

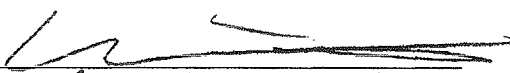
By: Henry Brunjes

Name: Henry Brunjes

Title: Babylon Board of Education President

Party Name: Batesville Casket Company, Inc.
[SETTLING DEFENDANT]


Dated: 11/29/10

By: 
Name: Richard J. Barnett
Title: V.P.

Party Name:

BIO SYSTEMS PARTNERS
By: STERICYCLE, INC., its
Successor

Dated: _____


By: 

Frank J. M. ten Brink
Executive Vice President
And Chief Financial Officer

Party Name:

CVD EQUIPMENT CORPORATION AND
CVD MATERIALS CORPORATION

Dated: 11/19/2010

By: 

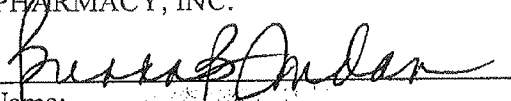
Name: GLEN R. CHARLES

Title: CFO & SECRETARY

Party Name:

CVS PHARMACY, INC.

Dated: 11/22/10

By: 
Name: Brenna B. Jordan
Title: Assistant Secretary

Party Name:

CHARLES ROSS AND SON COMPANY

Dated: 11/23/10

By: *Julia Ross*

Name: ANNE-MARIE RAPPAS

Title: V. P. & TREASURER

Party Name:

CHEMED CORPORATION

Dated: 11/29/10

By: 

Name: Kevin J. McNamara
Title: President & CEO

Party Name:

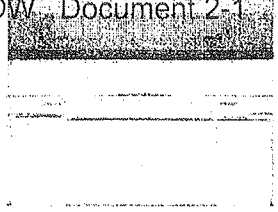
CITY-WIDE SEWER & DRAIN SERVICE
CORP.

Dated: 11/20/10

By: _____

Name: See attached

Title: President



Party Name:

COMPOSITE EVALUATION &
DEVELOPMENT LABORATORIES, INC.

Dated: NOVEMBER 27, 2010

By: 

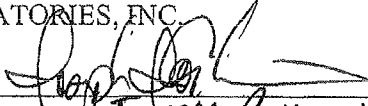
Name: Lawrence Teitelbaum

Title: President

Party Name:

COTY US LLC, AS SUCCESSOR TO DEL
LABORATORIES, INC.

Dated: 12/16/10

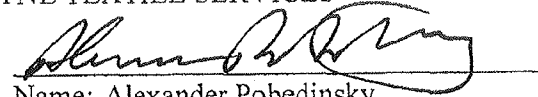
By: 
Name: JOSEPH CONKLIN
Title: VICE PRESIDENT

Party Name:

COYNE TEXTILE SERVICES

Dated: November 30, 2010

By:

A handwritten signature in black ink, appearing to read "Alexander Pobedinsky", is written over a horizontal line.

Name: Alexander Pobedinsky

Title: Vice President & General Counsel

Party Name:

D'ADDARIO & COMPANY, INC.

Dated: 11/23/10

By: 

Name: John D'Addario III

Title: Executive Vice President

Party Name:

DEER PARK UNION FREE SCHOOL
DISTRICT

Dated: Nov. 30, 2010

By: 

Name: John Cousins

Title: PRES. Bd. of Ed.

Party Name:

DETAIL CARTING CO., INC.

Dated:

11/22/10

By:

Lucy Ronga

Name:

Lucy Ronga

Title:

PRESIDENT

Party Name:

EATON CORPORATION

Dated:

11/29/10

By:

Lisa D. Sutton

Name: Lisa D. Sutton

Title: Vice President / Chief Counsel EHS

Party Name:

EDUCATIONAL BUS TRANSPORTATION,
INC.

Dated: November 23, 2010

By: 

Name: John D. Carr

Title: President

Party Name:

ELM FREIGHT HANDLERS INC.

Dated:

11/22/10

By:

William Conboy

Name:

William Conboy

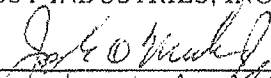
Title:

President

Party Name:

EMBASSY INDUSTRIES, INC.

Dated: 11/30/10

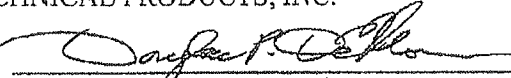
By: 
Name: Joseph A. Molino, Jr.
Title: Vice President

Party Name:

GENERAL DYNAMICS ARMAMENT AND
TECHNICAL PRODUCTS, INC.

Dated: December 1, 2010

By:



Name: Douglas P. DeMoss

Title: Vice President and General Counsel

Party Name:

GENOVESE DRUG STORES, INC.

Dated: 11/23/10

By: [Signature] for J.C. Penney Corporation, Inc.
Name: Aman Fehinddin
Title: Senior Counsel

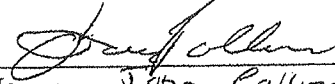
Dated: _____

By: _____
Name: _____
Title: _____

Party Name:

GEOMETRIC CIRCUITS, INC.

Dated: 11/30/10

By: 
Name: John Pollina
Title: Vice President

Party Name:

HARDEE SERVICES, INC.

Dated: 12/7/10

By:

Name:

Title:

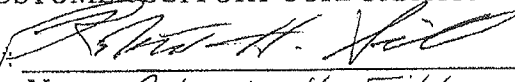
Frank K. Hardesty III

Vice Pres.

Party Name:

HAWKER BEECHCRAFT GLOBAL
CUSTOMER SUPPORT CORPORATION

Dated: Decemver 22, 2010

By: 
Name: Robert H. Sill
Title: VP Finance

Party Name:

INTERNATIONAL PAPER CO.

Dated: 11/30/10

By: [Signature]

Name: Steven J. Ginski


Title: Chief Counsel - Health, Safety +
Remediation

Party Name: **JAF CONVERTERS INC.**

[SETTLING DEFENDANT]

Dated: **November 2010**

By:


Name: **John A. Flandina, Jr.**
Title: **President**

Party Name:

J.C. PENNEY CORPORATION, INC.

Dated: 11/23/10

By: 

Name: Aman Zahurddin

Title: Senior Counsel

Dated: December 16, 2010

Party Name:

KING KULLEN GROCERY CO. INC.

By: 

Name: Bernard P. Kennedy

Title: Secretary

Party Name:

LILCO

Dated: December 13, 2010

By: 

Name: Linda Nicolino

Title: General Counsel

Party Name: National GRID

[SETTLING DEFENDANT]

Dated: 12/10/2010

By: Robert D. Teetz
Name: Robert D. Teetz
Title: Vice President, Environmental

Party Name:

LINDENHURST UNION FREE SCHOOL
DISTRICT

Dated: 12/6/10

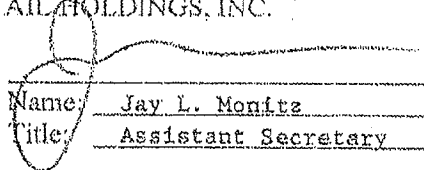
By: Richard Nathan
Name: Richard Nathan
Title: Superintendent

Party Name:

MACY'S EAST, A DIVISION OF MACY'S
RETAIL HOLDINGS, INC.

Dated: 12/1/2010

By:


Name: Jay L. Monitz
Title: Assistant Secretary

Party Name: Mays Chemical Company, Inc.
[SETTLING DEFENDANT]

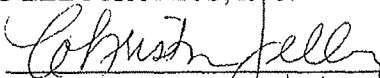
Dated: 12/6/10

By: W.A. West
Name: W.A. West
Title: Sr. Vice President / COO

Party Name:

MCG ELECTRONICS, INC.

Dated: 11/22/10

By: 

Name: Christine Jelley

Title: President, MCG Electronics, Inc

Party Name:

MERCER TOOL CORPORATION


Dated: 11/29/10

By: Larry Wallick
Name: LARRY WALLICK
Title: VICE PRESIDENT

Party Name:

MERIT ELECTRONIC DESIGN COMPANY

Dated: 11/22/10 _____

By:  _____

Name: Guy Intoci _____

Title: President _____

12/16/2010 16:42 6316670308.

Mid Island Salvage

#2154 P.001/001

DEC-16-2010 04:18P FROM:THOMAS PERSICILLI
DEC.16.2010 15:18 6165312372

6313608935

JD:6670308

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Party Name:

MTD-ISLAND SALVAGE CORP.

Dated: 12-16-10

By: David Manno

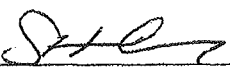
Name: DAVID MANNO

Title: PRES

Party Name: MILLER ENVIRONMENTAL GROUP, INC.

[SETTLING DEFENDANT]

Dated: 11-24-10

By: 
Name: JAMES H. DAVEY
Title: V.P.

Party Name:

MILLWRIGHT WOODWORK AND
INSTALLERS, INC.

Dated: 11-19-10

By: Mark Sherk
Name: MARTIN SHERK
Title: PRESIDENT

Party Name:

MULTIPLE LISTING SERVICE OF LONG
ISLAND, INC.

Dated: 11/29/10

By: 

Name: Joseph E. Mottola

Title: Chief Executive Officer

Party Name:

NORTHROP GRUMMAN SYSTEMS CORP.

Dated: Dec 22, 2010

By: 

Name: John DeBois

Title: Deputy, BAOM

Party Name:

P.C. RICHARD & SON, INC.

Dated: 11/24/10

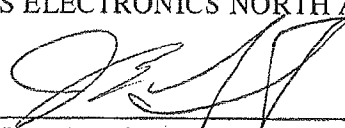
By:

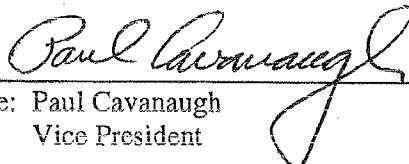
TPP CFO
Name: THOMAS P. POMMER
Title: VP + CFO

Party Name:

PHILIPS ELECTRONICS NORTH AMERICA
CORP.

Dated: December 6, 2010

By: 
Name: Joseph E. Innamorati
Title: Senior Vice President

By: 
Name: Paul Cavanaugh
Title: Vice President

Dated: 11/19/2010

Party Name:

PRIDE SOLVENTS & CHEMICAL CO., INC.

By: 

Name: ARTHUR W DHOM JR

Title: PRESIDENT



Party Name:

R.J. REYNOLDS TOBACCO COMPANY

Dated: 11/27/2010

By:

Martin L. Holton III

Name: Martin L. Holton III

Title: Sr. Vice President, General Counsel and Secretary

Party Name:

ROCKTENN - SOUTHERN CONTAINER, LLC
f/k/a SOUTHERN CONTAINER CORP.

Dated: 12/3/10

By: X
Name: Greg King
Title: V.P.S.

BA

Party Name:

STURTEVANT MILLWORK CORPORATION

Dated: 11/22/10

By: [Signature]

Name: DAVID T. COUNTELLOR

Title: President

Party Name:

TNT USA INC.

Dated: November 29, 2010

By: 

Name: Stephen A. Ernst

Title: Vice President - Finance

Party Name:

TAPESWITCH CORP.

Dated:

11/23/10

By:



Name:

PATRICK FAUBO

Title:

Vice President

Party Name:

TEK PRECISION CO., LTD.

Dated: Nov. 22, 2010

By: 

Name: JOHN A. KRAUSE

Title: CEO

Party Name: Verizon New York Inc

[SETTLING DEFENDANT]

Dated: 12/6/10

By: 

Name: Jacque McGinnis

Title: Director

Party Name:

WATTS REGULATOR CO. AS SUCCESSOR
TO JAMECO INDUSTRIES, INC.

Dated: 12/8/10

By: Patrick S. O'Keefe
Name: Patrick S. O'Keefe
Title: Chief Executive Officer

Party Name:

WEISS INSTRUMENTS, INC.

Dated: Dec 2, 2010

By:

William Weiss
Name: William Weiss

Title: CFO

Weiss Instruments

Party Name:

WEST BABYLON UNION FREE SCHOOL
DISTRICT

Dated: 11/22/10

By:

Name:

Title:

Anthony Spicelli - DeGaetano
Vice Pres

Party Name:

WINDOWRAMA ENTERPRISES, INC.

Dated: 11/27/10

By: 

Name:

Title:

ANTHONY F. BECKER

CFO

12-CB-10711:18AM

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Party Name:

WMF AMERICAS, INC.

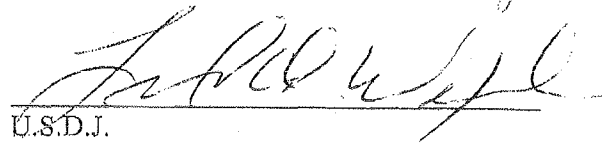
Dated: 12-7-2010

By: 

Name: PATRICK FITZGERALD

Title: CFO

ORDERED, ADJUDGED AND DECREED this 22nd day of February,
2011.


U.S.D.J.