

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

THE STATE OF NEW YORK AND  
PETER M. IWANOWICZ, AS ACTING  
COMMISSIONER OF THE NEW YORK  
STATE DEPARTMENT OF  
ENVIRONMENTAL CONSERVATION,

Plaintiffs,

v.

TOWN OF CLARKSTOWN, NEW YORK;  
ALLIED WASTE NORTH AMERICA,  
INC. FOR ITSELF AND ITS  
SUBSIDIARIES, INCLUDING, WITHOUT  
LIMITATION, AMERICAN DISPOSAL  
SERVICES OF NEW JERSEY, INC. AND  
BFI WASTE SYSTEMS OF NEW  
JERSEY, INC., AND INsofar AS IT  
AND ITS SUBSIDIARIES ARE ALLEGED  
TO BE A SUCCESSOR TO VINCENT  
IPPOLITO, INC. AND ROUND LAKE  
SANITATION CORP.; AMERTAC;  
AVERY DENNISON CORP.; BARR  
LABORATORIES, INC.; BECTON  
DICKINSON AND COMPANY;  
BOROUGH OF RINGWOOD, NEW  
JERSEY; CHROMALLOY NEW YORK,  
DIV. OF CHROMALLOY GAS TURBINE  
CORP.; CLARKSTOWN CENTRAL  
SCHOOL DISTRICT; CONSOLIDATED  
RAIL CORP.; COSCO INDUSTRIES INC.;  
COUNTY ASPHALT, INC.; COUNTY OF  
ROCKLAND HIGHWAY DEPT.;  
EVONIK DEGUSSA CORPORATION AS  
SUCCESSOR TO DYNAMIT NOBEL OF  
AMERICA; FISHER SCIENTIFIC CO.;  
FORD MOTOR CO.; GANNETT  
SATELLITE INFORMATION  
NETWORK, INC., D/B/A THE JOURNAL  
NEWS; HOLT CONSTRUCTION CORP.;  
INNOVATIVE PLASTICS CORP.;  
INTERNATIONAL PAPER CO.; J.  
FLETCHER CREAMER & SON, INC.;  
MARTIN MARIETTA MATERIALS,  
INC.; METAL IMPROVEMENT CO., LLC

CIVIL NO. 11-CV-0293 (KMK)

USDS SDNY  
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DATE FILED:

(F/K/A METAL IMPROVEMENT CO., INC.); MOMENTIVE SPECIALTY CHEMICALS, INC. (F/K/A BORDEN CHEMICAL, INC.); NANUET UNION FREE SCHOOL DISTRICT; NESTLE WATERS NORTH AMERICA INC.; NOVARTIS CORP.; NYACK HOSPITAL; NYACK UNION FREE SCHOOL DISTRICT; ORANGE AND ROCKLAND UTILITIES, INC.; PEARL RIVER SCHOOL DISTRICT; PLASTI-CLAD METAL PRODUCTS, INC.; PEARSON EDUCATION, INC. (F/K/A PRENTICE HALL, INC.); PFIZER INC. FOR ITSELF AND ITS SUBSIDIARIES INCLUDING, WITHOUT LIMITATION, WYETH HOLDINGS CORPORATION ACTING THROUGH WYETH PHARMACEUTICALS (LEDERLE LABORATORIES); PULSAFEEDER, INC.; RAMAPO CENTRAL SCHOOL DISTRICT; ROCKLAND COUNTY SEWER DISTRICT NO. 1; SANITARY WASTE CARRIERS, INC.; SEARS, ROEBUCK AND CO.; SOUTH ORANGETOWN CENTRAL SCHOOL DISTRICT; SUBURBAN CARTING CORP.; THALLE CONSTRUCTION CO.; TOWN OF GREENBURGH, NEW YORK; TOWN OF ORANGETOWN, NEW YORK; UNEEDA ENTERPRIZES, INC.; UNITED WATER NEW JERSEY INC.; UNITED WATER NEW YORK INC.; VALE INCO AMERICAS INC.; VERIZON NEW YORK INC.; VILLAGE OF ARDSLEY, NEW YORK; VILLAGE OF DOBBS FERRY, NEW YORK; VILLAGE OF ELMSFORD, NEW YORK; VILLAGE OF HASTINGS-ON-HUDSON, NEW YORK; VILLAGE OF IRVINGTON, NEW YORK; VOLKSWAGEN GROUP OF AMERICA, INC.; WASTE MANAGEMENT OF NEW YORK, LLC AND MARANGI BROS., INC.; AND WIKOFF COLOR CORP.,

Defendants.	
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**CONSENT DECREE**

Plaintiffs State of New York and Peter M. Iwanowicz, as Acting Commissioner of the New York State Department of Environmental Conservation ("NYSDEC") and as Trustee of the State's natural resources (collectively referred to as the "State"), the Town of Clarkstown, New York ("Town"), and Settling Defendants (as hereinafter defined) hereby agree as follows:

WHEREAS, the State alleges that the Defendants listed in Appendices A and B or their predecessors (hereinafter "Settling Defendants" as defined more fully in Paragraph 2 of this Decree) either arranged for the disposal of hazardous substances at, or transported hazardous substances to the Clarkstown Landfill ("Site") located in the Hamlet of West Nyack in the Town of Clarkstown, County of Rockland, 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 from the 1950s to December 31, 1990, and allegedly received a combination of municipal solid waste, commercial waste and industrial waste at the Site;

WHEREAS, pursuant to Environmental Conservation Law ("ECL") § 27-1305, the Site is listed in the New York State Registry of Inactive Hazardous Waste Disposal Sites under Site Code No. 3440001;

WHEREAS, the Town and NYSDEC entered into a Consent Order that required the Town to undertake the remedial actions required by the Record of Decision ("ROD") for the Site;

WHEREAS, NYSDEC and the Town entered into a State Assistance Contract (No. C300058) pursuant to the Environmental Quality Bond Act of 1986, whereby the State agreed to reimburse the Town for 75% of the eligible costs for investigation, remedial design, and

construction of the remedial action and construction oversight to be incurred by the Town at the Site;

WHEREAS, NYSDEC has made reimbursements to the Town pursuant to such agreement in an amount in excess of \$20 million and the State alleges that it has incurred other response costs, including interest and enforcement costs at the Site;

WHEREAS, the Town implemented response measures at the Site 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 the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601(23), 9601(24), 9601(25), 9607(a) and 9613, in relation to the Site;

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

WHEREAS, the Clarkstown Landfill Joint Defense Group ("Clarkstown Landfill JDG"), consisting of Settling Defendants Barr Laboratories, Inc.; Becton Dickinson and Company; Allied Waste North America, Inc. for itself and its subsidiaries, including, without limitation, American Disposal Services of New Jersey, Inc. and BFI Waste Systems of New Jersey, Inc., and insofar as it and its subsidiaries are alleged to be a successor to Vincent Ippolito, Inc. and Round Lake Sanitation Corp.; Chromalloy New York, Division of Chromalloy Gas Turbine Corporation; Clarkstown Central School District; Consolidated Rail Corporation; County Asphalt, Inc.; Evonik Degussa Corporation as successor to Dynamit Nobel of America; Fisher Scientific Company L.L.C.; Ford Motor Company; International Paper Company; Gannett

Satellite Information Network, Inc., d/b/a The Journal News; Metal Improvement Company, LLC (formerly known as Metal Improvement Company, Inc.); Momentive Specialty Chemicals, Inc. (f/k/a Borden Chemical, Inc.); Nyack Hospital; Orange and Rockland Utilities, Inc.; Pearson Education, Inc. (f/k/a Prentice Hall, Inc.); Pfizer Inc. for itself and its subsidiaries including, without limitation, Wyeth Holdings Corporation acting through Wyeth Pharmaceuticals (Lederle Laboratories); Rockland County Sewer District No. 1; County of Rockland Highway Department; Sanitary Waste Carriers, Inc.; Suburban Carting Corp.; Town of Orangetown, New York; United Water New York Inc.; United Water New Jersey Inc.; Waste Management of New York, LLC and Marangi Bros., Inc.; and Wikoff Color Corporation, have entered into separate agreements among themselves and all other Settling Defendants for the payment of Site response costs and other consideration;

WHEREAS, the State has commenced this action in the United States District Court for the Southern District of New York to settle claims for response costs at the Site;

WHEREAS, the Settling Defendants wish to resolve, and the State and Town agree to release all Settling Defendants from, any liability under CERCLA, the ECL, and common law for the response costs at the Site and for any and all liability relating to 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 under CERCLA, the ECL, and common law for response costs at the Site and for any and all liability relating to the Site, subject to the conditions set forth below.

WHEREAS, the Parties have agreed to the provisions of the Consent Decree ("Decree");

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

**JURISDICTION**

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

**PARTIES BOUND**

2. This Decree shall apply to and be binding upon the State, the Town, and each of the Settling Defendants, their affiliates, subsidiaries, related entities, predecessors, successors and assigns, and any other entities under common control with Settling Defendants within the meaning of Rule 405 of the Securities Act of 1933, as amended, or their past, present and future employees, officers and directors (all hereinafter "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 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.

**NO ADMISSION OR ACKNOWLEDGEMENT**

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 take any action or 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) business days of 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 "First Payment Date"), the Clarkstown Landfill 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 \$1,500,000 in accordance with Paragraph 15 of this Decree. Within one (1) calendar year of the First Payment Date, the Clarkstown Landfill 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 \$1,250,000, in accordance with Paragraph 15 of this Decree. Within two (2) calendar years of the First Payment Date, the Clarkstown Landfill 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 \$1,250,000, in accordance with Paragraph 15 of this Decree. The total of these three payments (\$4,000,000) shall constitute the total monetary contribution to be made by the Settling Defendants in full settlement of this matter.

#### **COVENANT NOT TO SUE**

5. Subject to the Reopener provision in Paragraph 8 and the Reservation of Rights



provision in Paragraph 9 of this Decree, 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 each of the Clarkstown Landfill JDG members and of the Settling Defendants that makes its required payment to the Clarkstown Landfill JDG, 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, damages, enforcement costs, interest, contribution or attorneys' fees. This Covenant Not to Sue takes effect as to all Settling Defendants upon the Effective Date of the Decree. This Covenant Not to Sue shall not preclude an action by the State against the Clarkstown Landfill JDG to the extent that payments required to be made pursuant to Paragraph 4 of this Consent Decree are not timely made by the Clarkstown Landfill JDG.

6. 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 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 any Matters Addressed by this Decree (as specified in Paragraph 9 of this Decree); provided, however, that if the State, pursuant to the Reopener provision in Paragraph 8 of this Decree, asserts a claim or commences or continues a cause of action against a Settling Defendant with respect to the Site, other than to enforce the obligations contained in this Decree, this Paragraph 6 shall not preclude the assertion by such Settling Defendant of any claims, counterclaims, defenses, or other causes of action against the State or the Town or any other Settling Defendant, but only to the same extent and for the same matters, transactions, or occurrences as are raised in the claims or causes of action of the



State or the Town or any other Settling Defendant. 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, arising out of any Matters Addressed by this Decree (as specified in Paragraph 9 of this Decree). For purposes of this Consent Decree, the definition of "State" does not include the various State of New York entities, departments or counties who contributed waste materials to the Site and have not settled with the State or the Clarkstown Landfill JDG. Likewise, for purposes of this Consent Decree, the definition of "Town" does not include the various villages, hamlets or other municipal entities located within the Town of Clarkstown who contributed waste materials to the Site, and have not settled with the State or the Clarkstown Landfill JDG. Nothing in this Decree shall affect the rights or defenses available to any Settling Defendant pursuant to any contract or indemnification agreement with respect to the Site.

7. In consideration of the payments made by the Town for the investigation and remediation of the Site, and subject to the Reopener provision in Paragraph 8 and the Reservation of Rights in Paragraph 9 of this Decree, the State releases and covenants not to sue, execute judgment, or take any civil, judicial or administrative action under any provision of federal or state statutory or common law (other than an action to enforce this Decree) against the Town for any matter arising out of or relating to 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 or state law (other than enforcement of this Decree) against the State or its employees, agencies or departments for any matter arising out of or relating to the Matters Addressed by this Decree; provided, however, that if the State, pursuant to the Reopener provision in Paragraph 8 of this Decree, asserts a claim or commences or continues

a cause of action against the Town with respect to the Site, this Paragraph 7 shall not preclude the assertion by the Town of any claims, counterclaims, or other causes of action against the State or Settling Defendants, but only to the same extent and for the same matters, transactions or occurrences as are raised in the claims or causes of action of the State or a Settling Defendant.

#### **REOPENER**

8. Notwithstanding any other provision of this Decree, the State reserves, and this Decree is without prejudice to, the right to institute proceedings, or to issue an administrative order seeking to compel the Town and/or the Settling Defendants listed in Appendix A hereto: (a) to perform further response actions relating to the Site, or (b) to reimburse the State for additional costs of response, but in either case only if:

(i) conditions at the Site previously unknown to the State are discovered after the Effective Date, or

(ii) information, in whole or in part previously unknown to the State, is received after the Effective Date,

and these previously unknown conditions or information, together with any other relevant information, indicates that the response measures selected for the Site are not protective of human health or the environment. For purposes of this Reopener, previously known conditions at the Site and previously known information include all conditions and information known to the State as of the Effective Date including, but not limited to, all conditions identified and information contained or submitted for inclusion in the Administrative Record for the Site, or in the files and records of NYSDEC or the Town. The Town and the Settling Defendants listed in Appendix A hereto reserve all their rights, claims and defenses to liability in proceedings or other actions instituted or arising under or pursuant to this Paragraph 8. This Reopener does not

apply to any of the Settling Defendants listed in Appendix B hereto.

**MATTERS ADDRESSED AND RESERVATION OF RIGHTS**

9. Except as specifically reserved in Paragraphs 8 and 12 of this Decree, the State, pursuant to its authority under Sections 104 and 107 of CERCLA, 42 U.S.C. §§ 9604 and 9607, the ECL 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 common law, for response costs, past and/or future, that have been incurred and/or will be incurred for the investigation and remediation of 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 any federal, state, local or common law relating to the disposal or alleged disposal of waste materials, including hazardous substances, or any alleged contamination relating to the disposal or alleged disposal of waste materials, including hazardous substances, at the Site (which claims collectively are referred to as "Matters Addressed").

10. The State and Town agree that the payments being made by the Settling Defendants represent a fair and reasonable contribution by Settling Defendants and all other viable entities, other than the Town, who 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) toward the total response costs that have been 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 ROD for the Site including operation and maintenance, and monitoring response costs and all oversight costs.

Settling Defendants reserve the right to assert claims for contribution against parties other than the State and the Town or their employees, under Sections 107, 113(f)(1) and 113(f)(3) of CERCLA, 42 U.S.C. §§ 9607, 9613(f)(1) and 9613(0(3), to the extent provided by law, as well as under state or common 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 allocated to the Town, represent a fair and reasonable contribution by the Town toward the total past response costs that have been 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 ROD 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.

#### **CONTRIBUTION PROTECTION**

13. The Parties agree, and by entering this Decree the Court finds, that the Settling Defendants and the Town, and its Boards, commissioners, executive directors and elected officials, 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, the Parties further agree, and by entering this Decree the Court finds, that 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 that the Settling Defendants are entitled to seek cost

recovery and/or contribution under Sections 107 and/or 113 of CERCLA, 42 U.S.C. §§ 9607 and/or 9613, to the extent provided by law, as well as under state or common 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).

#### **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. All times for performance of activities under this Decree shall be calculated from that date.

#### **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) payable to the "State of New York" and delivered to:

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

Any payments and all correspondence related to this Decree must reference CD #10-109.

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 Clarkstown Landfill JDG may enter into future settlements and seek to add additional Settling Defendants as signatories to either Appendix A or B. If the State agrees to add such additional Settling

Defendants as signatories to this Decree, the State, the Clarkstown Landfill 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 the Settling Defendants shall be in writing or by electronic mail and shall be deemed properly given on receipt thereof if sent to the following, or to such other person as Settling Defendants may designate by written notice to the State:

Irv Freilich  
Gibbons P.C.  
One Gateway Center  
Newark, NJ 07102  
ifreilich@gibbonslaw.com  
Telephone No.: (973) 596-4735

and

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

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.

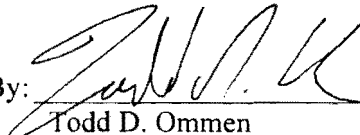
20. Upon approval and entry of this Decree by the Court, this Decree shall constitute a final judgment between and among the State, the Town and the Settling Defendants, and the Complaint shall be dismissed with prejudice (except that the dismissal shall be without prejudice solely as to the enforcement of this Decree and as to matters arising under the Reopener provision in Paragraph 8 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: 1-14-11

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

Party Name:

TOWN OF CLARKSTOWN, NEW YORK

Dated; \_\_\_\_\_

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

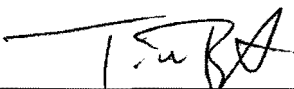
Name: Alexander J. Gromack

Title: Supervisor

Party Name:

ALLIED WASTE NORTH AMERICA, INC.  
FOR ITSELF AND ITS SUBSIDIARIES,  
INCLUDING, WITHOUT LIMITATION,  
AMERICAN DISPOSAL SERVICES OF NEW  
JERSEY, INC. AND BFI WASTE SYSTEMS  
OF NEW JERSEY, INC., AND INsofar AS  
IT AND ITS SUBSIDIARIES ARE ALLEGED  
TO BE A SUCCESSOR TO VINCENT  
IPPOLITO, INC. AND ROUND LAKE  
SANITATION CORP.

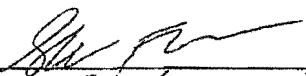
Dated: 11/22/2010

By:   
Name: Tim M. Benter  
Title: Vice President

Party Name:

AMERTAC FOR ITSELF AND AMERTAC  
HOLDINGS, INC., AMERICAN TACK &  
HARDWARE CO., INC., AND AT&H CO.,  
INC.

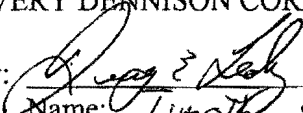
Dated: 23 Nov 10

By:   
Name: Salvador E. Medina  
Title: CEO

Party Name:

AVERY DENNISON CORPORATION

Dated: November 24, 2010

By:   
Name: Timothy Leach  
Title: VP, ERS

Party Name:

BARR LABORATORIES, INC.

Dated: November 19, 2010

By: Erella Dimentstein  
Name: Erella Dimentstein  
Title: Sr. Director CH & S

Dated: 11/19/10

By: Deborah Griffin  
Name: Deborah Griffin  
Title: Vice President & Chief Financial Officer

FAIR  
KB  
LEGAL



Party Name: BECTON DICKINSON AND COMPANY  
[SETTLING DEFENDANT]

Dated: December 1, 2010

By: Richard A. Carls  
Name: Richard A. Carls  
Title: Assistant Secretary

Party Name:

BOROUGH OF RINGWOOD


Dated; 11/23/2010

By: 

Name: THEODORE TAUKUS

Title: MAYOR

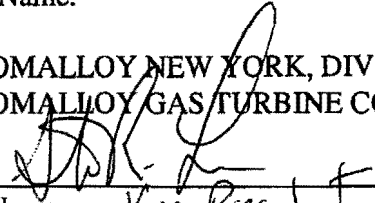
Attest:

  
SUSAN ROHDIECK, Deputy  
Borough Clerk

Party Name:

CHROMALLOY NEW YORK, DIV. OF  
CHROMALLOY GAS TURBINE CORP.

Dated: 11-23-10

By:   
Name: Vice President  
Title: Steven R. Lausen

Party Name: CLARKSTOWN CENTRAL SCHOOL DISTRICT  
[SETTLING DEFENDANT]


Dated;

12/01/2010

By:

Name:

Title:

 VP

Doug Katz

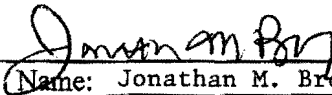
CLARKSTOWN BOE Vice-President

Party Name: Consolidated Rail Corporation

[SETTLING DEFENDANT]

Dated; 11/29/10

By:



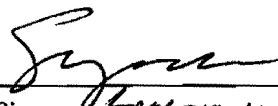
Name: Jonathan M. Broder

Title: Vice President-Corporate Development and  
Chief Legal Officer

Party Name:

COSCO INDUSTRIES INC.

Dated: 11/24/10

By:   
Name: GREGORY W. JACKSON  
Title: VIC. PRES. ASST



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TARRYTOWN

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Party Name: County Asphalt, Inc.

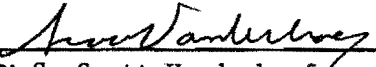
[SETTLING DEFENDANT]

Dated; 12/3/10

By: Michael Cooney  
Name: Michael Cooney  
Title: Authorized Agent

Party Name: COUNTY OF ROCKLAND HIGHWAY DEPT.  
ROCKLAND COUNTY SEWER DISTRICT NO. 1  
[SETTLING DEFENDANT]

Dated; 12/1/10

By:   
Name: C. Scott Vanderhoef  
Title: County Executive

Party Name: *Evonik Degussa Corporation  
as successor to Dynamit  
Nobel of America*

[SETTLING DEFENDANT]

Dated; 11/23/10

By: 

Name:

JOHN WNEK

Title:

Vice President Environment,  
Health & Safety  
Evonik Degussa Corporation.

Party Name: Fisher Scientific Company L.L.C., by its  
Manager and Sole Member, Fisher Scientific  
International Inc.

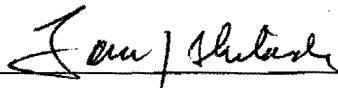
Dated: 12/15/10

By: Maura A. Spellman  
Maura A. Spellman  
Assistant Treasurer

Party Name:

FORD MOTOR CO.

Dated: 12/9/10

By:   
Name: Louis J. Ghilardi  
Title: Assistant Secretary

Gannett Satellite Information  
Party Name: Network, Inc. d/b/a The Journal  
News  
[SETTLING DEFENDANT]

Dated; Nov 19, 2010

By: Todd Mayman  
Name: Todd Mayman  
Title: Secretary



Party Name:

[SETTLING DEFENDANT]

HOLT CONSTRUCTION CORP.

Dated: November 22, 2010

By: 

Name: Jack F. Holt

Title: CEO

Party Name:

INNOVATIVE PLASTICS CORPORATION

Dated: 11/22/10

By: Judith Hershkov  
Name: Judith Hershkov  
Title: President

Party Name: International Paper Company  
[SETTLING DEFENDANT]

Dated: 12/3/10

By: [Signature]  
Name: Steven J. Ginski  
Title: Chief Counsel - Health, Safety & Remediation

Party Name:

J. FLETCHER CREAMER & SON, INC.

Dated: 11/17/10

By: 

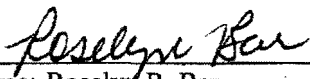
Name: J. Fletcher Creamer, Jr.

Title: CEO

Party Name:

MARTIN MARIETTA MATERIALS, INC.

Dated: January 7, 2011

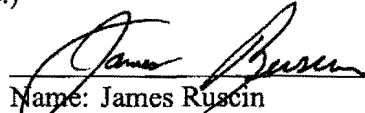
By:   
Name: Roselyn R. Bar  
Title: Senior Vice President, General  
Counsel and Corporate Secretary

Party Name:

METAL IMPROVEMENT COMPANY, LLC  
(F/K/A METAL IMPROVEMENT COMPANY,  
INC.)

Dated: November 17, 2010

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

  
Name: James Ruscin

Title: Senior Vice President

Party Name:

MOMENTIVE SPECIALTY CHEMICALS INC.  
(f/k/a Borden Chemicals, Inc.)

Dated: 11/30/2010

By: C. Richard Springer  
Name: C RICHARD SPRINGER  
Title: VICE PRESIDENT CHS - AMERICAS

Party Name:

NANUET UNION FREE SCHOOL DISTRICT

Dated: 12/2/2010

By: *Mario I. Spagnuolo*  
Name: Mario Spagnuolo  
Title: School Attorney



Party Name:

NESTLE WATERS NORTH AMERICA INC.

Dated: November 22, 2010

By: 

Name: J. Mark Evans

Title: EXECUTIVE VICE-PRESIDENT

Party Name:

NOVARTIS CORPORATION (F/K/A CIBA-  
GEIGY CORPORATION) ON BEHALF OF  
ITSELF, ITS PREDECESSORS AND ITS PAST  
AND CURRENT AFFILIATES, INCLUDING  
BUT NOT LIMITED TO SANDOZ  
PHARMACUETICALS CORPORATION,  
SANDOZ CHEMICALS CORPORATION,  
CLARIANT CORPORATION, CIBA  
CORPORATION, GEIGY CHEMICAL  
CORPORATION, SYNGENTA CROP  
PROTECTION, INC. AND NOVARTIS  
PHARMACUTICALS CORPORATION

Dated: \_\_\_\_\_

By: 

Name: Robert Pelzer

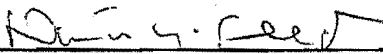
Title: President and Head of Legal Affairs

Party Name:

NYACK HOSPITAL [a Settling Defendant]

Dated: November 18, 2010

By:



Name: David Freed

Title: President & CEO

Party Name:

NYACK UNION FREE SCHOOL DISTRICT

Dated: 12/6/10

By:

Name:

Michael P. Lagana

Title:

President, BOE-Nyack

Party Name: ORANGE & ROCKLAND UTILITIES, INC.

[SETTLING DEFENDANT]

Dated; 11/24/2010

By: 

Name: Elizabeth D. Moore

Title: General Counsel

Party Name:

PEARL RIVER SCHOOL DISTRICT

Dated: 11/30/10

By: 

Name:

Frank V. Auriemma

Title:

Supt.

RECEIVED 11/24/2010 11:20 7324494483

PLASTI-CLAD METAL

3095

GIORDANO HALLERAN

11:22:56 a.m. 11-24-2010

2/2

Party Name:

PLASTI-CLAD METAL PRODUCTS, INC.

Dated: 11/23/10

By: [Signature]  
Name: Mark Matthews  
Title: President

Party Name:

PEARSON EDUCATION, INC. (F/K/A  
PRENTICE HALL, INC.)

Dated: 11/30/10

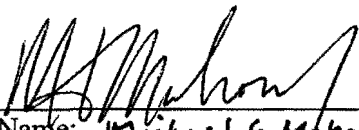
By: GR Costello  
Name: George B. Costello  
Title: Vice President



Party Name:

Pfizer Inc. for itself and its subsidiaries  
Including, without limitation, Wyeth  
Holdings Corporation acting through  
Wyeth Pharmaceuticals  
(Lederle Laboratories)

Dated: November 24, 2010

By:   
Name: Michael G. Mahoney  
Title: Assistant General Counsel

Party Name:

PULSAFEEDER, INC.

Dated: 11/22/10

By: 

Name: RICK KENNEDY

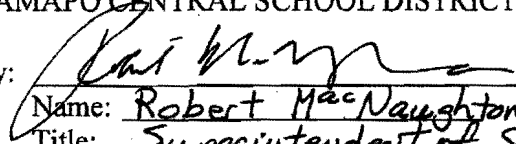
Title: OUTSIDE COUNSEL

Party Name:

RAMAPO CENTRAL SCHOOL DISTRICT

Dated: 12/04/2010

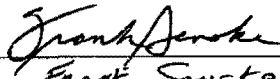
By:

  
Name: Robert MacNaughton, Ph.D.  
Title: Superintendent of Schools

Party Name:

SANITARY WASTE CARRIERS, INC.


Dated: 11/17/10

By:   
Name: Frank Senste  
Title: Senior Vice President

Party Name:

SEARS, ROEBUCK AND CO.

Dated: 11/24/10

By: 

Name: DIANA HSU


Title: Assistant General Counsel

Party Name:

SOUTH ORANGETOWN CENTRAL SCHOOL  
DISTRICT

Dated: 11-30-10

By:

  
Name: Kenneth Mitchell  
Title: Superintendent

Party Name: Suburban Carting Corp.

[SETTLING DEFENDANT]

Dated; 11/30/10

By: Thomas Milo  
Name: Thomas Milo  
Title: Indemnitor \*

\* Thomas Milo, pursuant to Section 8(a)(ii) of a Settlement Agreement dated June, 2005, as amended, agreed to tender a defense and indemnity to Suburban Carting Corp. and has executed this Consent Decree on its behalf in his capacity as Indemnitor.

Party Name:

THALLE CONSTRUCTION CO.

Dated: 11-23-10

By: *William May*  
Name: William May  
Title: Treasurer



Party Name:

TOWN OF GREENBURGH, NEW YORK

Dated: \_\_\_\_\_

By: 

Name: Paul Feiner

Title: Supervisor, Town of Greenburgh

Party Name:

TOWN OF ORANGETOWN, NEW YORK

Dated: \_\_\_\_\_

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

PAUL G. WHALEN, Supervisor

Party Name: Unedda Enterprises, Inc.

[SETTLING DEFENDANT]

Dated: Nov. 18, 2010

By: 

Name: Bruce Fuchs

Title: President

Party Name: United Water New Jersey Inc.

[SETTLING DEFENDANT]

Dated; December 13, 2010

By:

Robert A. Gerber

Name: Robert A. Gerber

Title: Vice President, General Counsel and  
Secretary

Party Name: United Water New York Inc.

[SETTLING DEFENDANT]

Dated: December 13, 2010

By: Michael J. Poirier

Name: Michael J. Poirier

Title: Vice President and General Manager

Party Name:

VALE INCO AMERICAS INC.

Dated: Nov. 29/10

By:

Name: Carl DeLuca

Title: Secretary

Party Name:

[SETTLING DEFENDANT]

Dated: 11/18/10

By: Verizon New York Inc  
Name: \_\_\_\_\_  
Title: Director

Party Name:

VILLAGE OF ARDSLEY, NEW YORK

Dated:

11/17/10

By:

*Robert J. Pawlinski*

Name: ROBERT J. PAWLINSKI, ESQ.

Title: ARDSLEY VILLAGE ATTORNEY



Party Name:

VILLAGE OF DOBBS PERRY, NEW YORK

Dated: 11/30/10

By: 

Name: Darius P. Chafizadeh

Title: Attorney for Village

Party Name:

VILLAGE OF ELMSFORD, NEW YORK

Dated: November 17, 2010

By: 

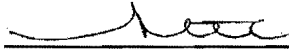
Name: Robert Williams

Title: Mayor

Party Name:

VILLAGE OF HASTINGS-ON-HUDSON, NEW YORK

Dated: 11-19-10

By: 


Name: MARIANNE STECICH

Title: VILLAGE ATTORNEY

Party Name:

VILLAGE OF IRVINGTON, NEW YORK

Dated: 11-19-10

By: 

Name: MARIANNE STEICH

Title: VILLAGE ATTORNEY

Party Name:

VOLKSWAGEN GROUP OF AMERICA, INC.

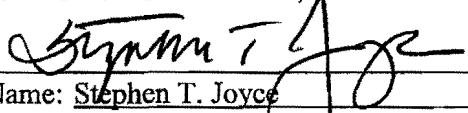
Dated: 11/24/10

By: Anthony M. Cooke  
Name: Anthony M. Cooke  
Title: Assistant General Counsel  
Product and Regulatory Matters

Party Name:

WASTE MANAGEMENT OF NEW YORK,  
LLC AND MARANGI BROS., INC.

Dated: December 2, 2010


By:   
Name: Stephen T. Joyce  
Title: Group Director-CSMG

Party Name:

WIKOFF COLOR CORP.

Dated: November 19, 2010

By:

\_\_\_\_\_

Name: M. B. Rorie

Title: Vice President - Finance

2011

ORDERED, ADJUDGED AND DECREED this 21<sup>st</sup> day of March,

U.S.D.J.



APPENDIX A – SETTLING DEFENDANTS SUBJECT TO REOPENER PROVISION

Allied Waste North America, Inc. for itself and its subsidiaries, including, without limitation, American Disposal Services of New Jersey, Inc. and BFI Waste Systems of New Jersey, Inc., and insofar as it and its subsidiaries are alleged to be a successor to Vincent Ippolito, Inc. and Round Lake Sanitation Corp.

Barr Laboratories, Inc.

Chromalloy New York, Division of Chromalloy Gas Turbine Corporation

Clarkstown Central School District

County Asphalt, Inc.

County of Rockland Highway Department

Evonik Degussa Corporation as successor to Dynamit Nobel of America

Fisher Scientific Company LLC

Ford Motor Company

Gannett Satellite Information Network, Inc., d/b/a The Journal News

International Paper Company

Metal Improvement Company, LLC (f/k/a Metal Improvement Company, Inc.)

Momentive Specialty Chemicals, Inc. (f/k/a Borden Chemical, Inc.)

Nyack Hospital

Orange and Rockland Utilities, Inc.

Pfizer Inc. for itself and its subsidiaries including, without limitation, Wyeth Holding Corporation acting through Wyeth Pharmaceuticals (Lederle Laboratories)

Rockland County Sewer District No. 1

Sanitary Waste Carriers, Inc.

Town of Orangetown, New York

United Water New Jersey Inc.

United Water New York Inc.

Waste Management of New York, LLC and Marangi Bros., Inc.

Wikoff Color Corporation

APPENDIX B – SETTLING DEFENDANTS NOT SUBJECT TO REOPENER  
PROVISIONS

AmerTac for itself and AmerTac Holdings, Inc., American Tack & Hardware Co., Inc.  
and AT&H Co., Inc.

Avery Dennison Corporation

Becton, Dickinson and Company

Borough of Ringwood, New Jersey

Consolidated Rail Corporation

Cosco Industries Inc.

Holt Construction Corporation

Innovative Plastics Corporation

J. Fletcher Creamer & Son, Inc.

Martin Marietta Materials, Inc.

Nanuet Union Free School District

Nestle Waters North America Inc.

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

Nyack Union Free School District

Pearl River School District

Plasti-Clad Metal Products, Inc.

Pearson Education, Inc. (f/k/a Prentice Hall, Inc.)

Pulsafeeder, Inc.

Ramapo Central School District

Sears, Roebuck and Co.

South Orangetown Central School District

Suburban Carting Corp.

Thalle Construction Co.

Town of Greenburgh, New York

Uneeda Enterprizes, Inc.

Vale Inco Americas Inc.

Verizon New York Inc.

Village of Ardsley, New York

Village of Dobbs Ferry, New York

Village of Elmsford, New York

Village of Hastings-on-Hudson, New York

Village of Irvington, New York

Volkswagen Group of America, Inc.