

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF NEW YORK

STATE OF NEW YORK, THE NEW YORK  
STATE DEPARTMENT OF ENVIRONMENTAL  
CONSERVATION, and BASIL SEGGOS as COMMISSIONER  
OF ENVIRONMENTAL CONSERVATION,

Plaintiffs,

-against-

COOPER CROUSE-HINDS, LLC, and EATON  
CORPORATION, as successors to Crouse-Hinds Company,  
GENERAL ELECTRIC COMPANY, and TRANSPORTATION  
CONSULTANTS INC., as successor to A & T Haulers, Inc.

Defendants

and

GENERAL ELECTRIC COMPANY,

Third-Party Plaintiff,

-against-

CARRIER CORPORATION,

Third-Party Defendant.

**CONSENT DECREE**

**Civil Action No.  
5:16-cv-52 (GTS/ATB)**

Plaintiffs, the State of New York, the New York State Department of Environmental Conservation ("DEC"), and Basil Seggos, as Commissioner of the New York State Department of Environmental Conservation, (collectively, referred to as "the State"), and Defendants Cooper Crouse-Hinds, LLC and Eaton Corporation (collectively, "Cooper"), General Electric Company ("GE"), and Transportation Consultants, Inc., successor to A & T Haulers, Inc., ("Transportation Consultants"), and Third-Party Defendant Carrier Corporation ("Carrier"), all corporations

organized and existing under the laws of the various states (collectively, the “Settling Defendants”), represent as follows:

### **RECITATIONS**

**WHEREAS**, the State commenced this action against Cooper, GE, Transportation Consultants, and Plaza East, LLC, also known as East Plaza, Inc. (“Plaza East”), pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. § 9601 *et seq.* (“CERCLA”), and New York common law, seeking (a) to recover alleged past and future response costs and expenses relating to the release or threatened release of hazardous substances at the Salina Landfill (the “Site”) located in the Town of Salina, Onondaga County; (b) to recover for alleged damages to natural resources; and (c) additional other relief.

**WHEREAS**, the Site comprises approximately 55 acres of land between the New York State Thruway and Ley Creek, about 1.8 miles northeast of Onondaga Lake on Wolf Street in the Town of Salina, County of Onondaga, State of New York.

**WHEREAS**, the Town of Salina (the “Town”) owned portions of the Site and operated the Site for a number of years, including during approximately 1962-1975 and leased at least part of the Site property from Plaza East, a former defendant in this action but not one of the Settling Defendants.

**WHEREAS**, during the period the Town operated it, the Site accepted a variety of municipal, residential, commercial, and/or industrial wastes from numerous generators of such waste, allegedly including Defendants GE and Cooper and, pursuant to GE’s Third-Party Complaint, allegedly including Third-Party Defendant Carrier.

**WHEREAS**, for some time period, A & T Haulers, Inc., the predecessor to

Defendant Transportation Consultants, allegedly transported waste containing hazardous substances to the Site for disposal.

**WHEREAS**, by some point in 1974, the Town was to close the Site and stop accepting wastes at the Site, but certain disposal allegedly continued at the Site.

**WHEREAS**, in 1981-82, the Town, at the direction of DEC, closed, graded, and capped the Site.

**WHEREAS**, over the years, DEC directed a number of soil, groundwater, and surface water sampling investigations at the Site. Certain of these investigations revealed that hazardous substances had been released into the soil, groundwater, and surface water at the Site. These hazardous substances included PCBs, pesticides, volatile organic compounds ("VOCs"), semi-volatile organic compounds ("SVOCs"), and heavy metals.

**WHEREAS**, on December 16, 1994, EPA listed the Site on the National Priorities List.

**WHEREAS**, in 1996, DEC listed the Site as a Class 2 Inactive Hazardous Waste Site pursuant to 6 NYCRR Part 375.

**WHEREAS**, the hazardous substances found at and around the Site in environmental media including soil, sediments, groundwater, and surface water, included, *inter alia*, PCBs, numerous SVOCs and VOCs, including naphthalene, toluene, xylene, and phenols. Certain SVOCs, VOCs, and metals were found at concentrations exceeding New York State regulatory standards.

**WHEREAS**, on or about October 29, 1997, the Town entered into an Order on Consent with DEC to perform a remedial investigation/feasibility study ("RI/FS"), remedial design, and remedial action for the Site.

**WHEREAS**, on or about November 17, 1997, the Town entered into an agreement with DEC that DEC characterizes as a State Assistance Contract (“SAC”) pursuant to the 1986 Environmental Quality Bond Act of New York State. The SAC provided that DEC would reimburse the Town for 75% of the eligible costs associated with implementation of the RI/FS, which was later amended to include remedial design costs. On or about December 23, 2010, the Town entered into Superfund Municipal Assistance Grants with DEC, which provided that DEC would reimburse the Town for 75% of the eligible costs associated with the implementation of the remedial action for the Site. Pursuant to its agreements with DEC, the Town agreed to pay 100% of the operations and maintenance costs associated with the remedial action.

**WHEREAS**, in March 2007, DEC and EPA issued a Record of Decision, which selected a remedial action to be implemented at the Site.

**WHEREAS**, on September 30, 2010, DEC and EPA issued an Amended Record of Decision revising certain aspects of the remedial action required for the Site.

**WHEREAS**, by no later than January 19, 2010, the Town began physical on-site construction of the remedial action at the Site and completed all remedial work at the Site on or about April 30, 2015.

**WHEREAS**, to date, the State of New York represents that it has expended approximately \$17.8 million to address the release and threatened release of hazardous substances at and from the Site. These costs include payments under the SAC, payments under the Superfund Municipal Assistance Grants, costs incurred in oversight and interim remedial actions to address releases of hazardous substances at the Site, and enforcement costs.

**WHEREAS**, the State alleges all of these costs incurred by the State of New York to

remediate the Site are response costs incurred consistent with all provisions of the National Contingency Plan.

**WHEREAS**, the State has identified Cooper, GE, and A & T Haulers, Inc. as potentially responsible parties with respect to the Site, alleging each arranged for disposal of hazardous substances at the Site or, in the case of A & T Haulers, Inc. (predecessor to Transportation Consultants), alleging it accepted hazardous substances for transport to the Site (collectively, such hazardous substances are referred to as “Defendants’ Alleged Salina Waste”), and alleging each is potentially liable for certain response costs incurred by the State in responding to releases of hazardous substances at the Site pursuant to CERCLA, 42 U.S.C. §§ 9607(a)(3) or (a)(4).

**WHEREAS**, on February 24, 2017, GE filed a Third-Party Complaint against Carrier under CERCLA, the Declaratory Judgment Act, 28 U.S.C. § 2201 *et seq.*, and N.Y. CPLR § 1401 *et seq.*, seeking contribution from Carrier based on allegations that include that Carrier allegedly arranged to have hazardous substances disposed of at the Site, including the alleged disposal of over 100,000 gallons of drummed industrial waste at the Site during the period 1974 to 1979 (collectively, such hazardous substances are referred to as “Carrier’s Alleged Salina Waste”).

**WHEREAS**, each of the Settling Defendants denies liability.

**WHEREAS**, the State voluntarily dismissed its claims against Plaza East, LLC a/k/a East Plaza, Inc. without prejudice.

**WHEREAS**, as more specifically set forth in Section VI below, the Settling Defendants have agreed to pay to the State of New York a combined total of One Million Five Hundred Thousand Dollars (\$1,500,000) (the “Settlement Amount”) to resolve all of their potential

liabilities arising out of or in connection with the Covered Matters, as defined below.

**WHEREAS**, the Settling Defendants hereby consent to the jurisdiction of the Court for the purpose of carrying out their obligations under this Consent Decree.

**WHEREAS**, the State and the Settling Defendants (collectively, "Parties;" individually, "Party") desire to fully resolve all claims and causes of action, in law or in equity, whether known or unknown, based upon CERCLA or any other federal, state, or common law cause of action, arising out of or in connection with the Covered Matters, as defined below, without further litigation and to provide full and complete contribution protection pursuant to CERCLA, 42 U.S.C. § 9613(f)(2) to the Settling Defendants and to the Additional Released Persons, as defined below.

**WHEREAS**, the Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and the implementation of the Consent Decree will avoid prolonged and uncertain litigation between the Parties, and that this Consent Decree is fair, reasonable, in the public interest, and in furtherance of the statutory goals of CERCLA.

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

**I. PURPOSES AND SCOPE OF THIS CONSENT DECREE**

1. The purposes of this Consent Decree include the full resolution of all claims set forth in the State's Amended Complaint, GE's Third-Party Complaint against Carrier, and any other claims or potential claims that could have been made against or between or among the Settling Defendants with regard to Covered Matters, defined in paragraph 2 below; to provide mutual Covenants Not to Sue; to provide for the payment by the Settling Defendants of a

combined amount that represents a fair, reasonable, and equitable contribution for damages and response and abatement costs incurred or to be incurred relating to the Site; and to provide full and complete contribution protection pursuant to CERCLA, 42 U.S.C. § 9613(f)(2), to the Settling Defendants and each of their respective (a) predecessors, successors, and assigns; (b) past, present, and future parents and subsidiaries; (c) past and present affiliates;<sup>1</sup> and (d) owners, shareholders, principals, directors, officers, managers, employees, and representatives (collectively, the “Additional Released Persons”) with regard to the Site and to Covered Matters, defined in paragraph 2 below.

2. “Covered Matters,” as that term is used in this Consent Decree, is defined to include: any and all past, present, or future claims for Response Costs, defined in paragraph 3 below, as well as any and all past, present, or future federal, state, or common law claims for any other damages, costs, losses, or relief, including prejudgment interest accrued thereon, that were, could have been, or could now or hereafter be, asserted against or between or among the Settling Defendants or the Additional Released Persons arising out of or in connection with (a) the transportation, disposal, transshipment, release, or threat of release of hazardous substances at or from the Site, including but not limited to any claims regarding off-site contamination that may be emanating from the Site, may have emanated from the Site, or may emanate in the future from the Site; (b) damages for injury to, destruction of, or loss of natural resources within the meaning of CERCLA, 42 U.S.C. § 9607(a)(4)(C) relating to the Site or to hazardous substances

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<sup>1</sup> An affiliate is a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person specified. The term control means the possession, direct or indirect, of the power to direct or cause the direction of the management of a person, whether through the ownership of voting securities, by contract, or otherwise.

emanating from the Site, that may have emanated from the Site, or may emanate in the future from the Site; and (c) any liability arising from the transport to or disposal at the Site of (i) the Defendants' Alleged Salina Waste or (ii) Carrier's Alleged Salina Waste.

3. "Response Costs," as that term is used in this Consent Decree, is defined to include (a) any and all past, present, and future "costs of removal or remedial action" within the meaning of CERCLA, 42 U.S.C. § 9607(a)(4)(A) incurred or to be incurred in responding to the release and/or threatened release of hazardous substances at or emanating from the Site, including from the disposal at the Site of the Defendants' Alleged Salina Waste or Carrier's Alleged Salina Waste; (b) "other necessary costs of response incurred by any other person" within the meaning of CERCLA, 42 U.S.C. § 9607(a)(4)(B) relating to the Site or to hazardous substances emanating from the Site, including (i) any future operation or maintenance costs at the Site incurred by the Town or any other party, or (ii) any other such costs incurred by the Town or any other party in connection with the disposal at the Site of the Defendants' Alleged Salina Waste or Carrier's Alleged Salina Waste; (c) the costs of any health assessment or health effects study within the meaning of CERCLA, 42 U.S.C. § 9607(a)(4)(D) relating to the Site or to hazardous substances emanating from the Site, that may have emanated from the Site, or may emanate in the future from the Site; and (d) any and all other costs relating to the Site or to hazardous substances emanating from the Site, that may have emanated from the Site, or may emanate in the future from the Site. Response Costs also includes all grant monies and funds paid, deposited, or reimbursed by the State under the SAC and/or the Superfund Municipal Assistance Grants to the Town relating to the Site.

## **II. JURISDICTION**

4. This Court has jurisdiction over the subject matter of this action pursuant to CERCLA, 42 U.S.C. §§ 9607(a) and 9613(b), and 28 U.S.C. § 1331. This Court has personal jurisdiction over the Settling Defendants, and the Settling Defendants consent to and shall not challenge the entry of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree. This Court will retain jurisdiction over both the subject matter of this Consent Decree and the Parties for the purpose of enabling any Party to apply to the Court at any time for such further order, direction, or relief as may be necessary or appropriate for the construction or modification of this Consent Decree, or to effectuate or enforce compliance with its terms or a Party's obligations, or to resolve disputes in accordance with the provisions of this Consent Decree.

## **III. PARTIES BOUND**

5. This Consent Decree shall apply to and be binding upon the Parties and each of their respective successors and assigns. Any change in ownership or corporate or other legal status, including but not limited to any transfer of assets of real or personal property, shall in no way alter the status of responsibilities of the Parties under this Consent Decree. Each signatory represents that he or she is fully and legally authorized to enter into the terms and conditions of this Consent Decree and to bind the Party on whose behalf he or she signs.

## **IV. DISCLAIMER OF ADMISSIONS AND DENIALS**

6. Nothing in this Consent Decree shall constitute, or be construed as, a finding, admission, or adjudication of liability on any issue of law or fact.

7. The Settling Defendants are entering into this Consent Decree as a compromise of disputed claims and in doing so do not admit any liability, wrongdoing, or fault under any of the claims alleged against them in the Amended Complaint, GE's Third-Party Complaint, or this Consent Decree.

8. This Consent Decree shall not be admissible as evidence in any proceeding other than: (a) an action, cross-claim, or counterclaim brought to enforce this Consent Decree; (b) an action, cross-claim, or counterclaim brought by a Settling Defendant against third parties to recover costs pursuant to CERCLA, 42 U.S.C. §§ 9607, 9613; or (c) any proceeding where any Settling Defendant(s) seeks to establish that it is (they are) entitled to contribution protection pursuant to this Consent Decree.

#### **V. EFFECT ON LIABILITY OF OTHER PARTIES**

9. Nothing contained in this Consent Decree shall be construed as barring, adjudicating, or in any way resolving any claim, cause of action, right, or defense that any Party may have under state or federal law as against any person, firm, corporation, or entity that is not a Party or an Additional Released Person ("Third Party"), including without limitation, actions by the State against a Third Party to recover the balance of the State's past or future response costs or for injunctive relief asserted in this action but not recovered or obtained pursuant to this Consent Decree. The Parties expressly reserve as against any Third Party such claims, causes of action, rights, and defenses.

#### **VI. PAYMENT**

10. Within ninety (90) days after the Effective Date (hereinafter defined) of this Consent Decree, each Settling Defendant shall cause to be remitted its respective payment to the

State as set forth below:

<b>Settling Defendant</b>	<b>Payment Amount</b>
Cooper	\$600,000
GE	\$600,000
Transportation Consultants	\$175,000
Carrier	\$125,000

Each Settling Defendant shall be liable solely for its own respective payment and shall have no liability or responsibility for any other Settling Defendant's payment. Payment of the settlement amounts is not joint and several and will be made by each individual Settling Defendant in accordance with this Section VI. Failure by one or more Settling Defendant(s) to make the required payment referenced above shall not diminish or reduce the rights provided under this Consent Decree to any Settling Defendant that makes its respective payment referenced above.

11. Each Settling Defendant's payment shall be made to the State by check, payable to the "State of New York" and sent to James C. Woods, Assistant Attorney General, New York State Department of Law, Environmental Protection Bureau, The Capitol, Albany, New York 12224. At the time such payment is remitted, the Settling Defendant shall provide written notice of the remittance to the State in accordance with paragraph 20 below.

#### **VII. RELEASE, DISCHARGE, AND COVENANT NOT TO SUE BY THE STATE OF NEW YORK**

12. In consideration of the Settling Defendants remitting the payment to the State as provided under paragraph 10 above, and subject to paragraph 20, below, the State, including all of its departments, branches, agencies, instrumentalities, components, successors, and assigns, including, but not limited to, DEC and the New York Department of Health, hereby covenants not to sue any of the Settling Defendants or any of the Additional Released Persons and releases,

surrenders, and forever discharges any and all claims and causes of action, in law or in equity, against each of the Settling Defendants and Additional Released Persons based on CERCLA or any other federal, state, or common law arising out of or in connection with Covered Matters. The State further agrees that except for the payment required by paragraph 10 of this Consent Decree, the State shall not seek or accept further reimbursement from any of the Settling Defendants or Additional Released Persons for Covered Matters. Each party will bear its own attorneys' fees and costs.

#### **VIII. RELEASE, DISCHARGE, AND COVENANT NOT TO SUE BY THE SETTling DEFENDANTS**

13. Each of the Settling Defendants, including its successors and assigns, hereby covenants not to sue the State, the other Settling Defendants and/or the Additional Released Persons, and releases, surrenders, and forever discharges any and all claims and causes of action, in law or in equity, whether known or unknown, against the State, the other Settling Defendants and/or the Additional Released Persons based on CERCLA or any other federal, state, or common law arising out of or in connection with Covered Matters.

#### **IX. CONTRIBUTION PROTECTION**

14. The Parties acknowledge and agree, and the Court finds, that each respective Settling Defendant's payment to be made pursuant to paragraph 10 of this Consent Decree represents a good faith compromise of disputed claims and that the compromise represents a fair, reasonable, equitable, and complete resolution of Covered Matters with respect to that Settling Defendant.

15. With regard to any claim for costs, damages, or other claims against any of the Settling Defendants or Additional Released Persons arising out of or in connection with Covered

Matters, the Parties acknowledge and agree, and by entering this Consent Decree, this Court finds, that this settlement constitutes a judicially-approved settlement for purposes of CERCLA, 42 U.S.C. § 9613(f)(2), and that the Settling Defendants and Additional Released Persons, individually and collectively, are entitled, as of the Effective Date, defined in paragraph 22 below, to contribution protection pursuant to CERCLA, 42 U.S.C. § 9613(f), the Uniform Comparative Fault Act, and as may be otherwise provided by law, for Covered Matters, whether by statute or common law, extinguishing the Settling Defendants' and Additional Released Persons' liabilities to any Third Party with respect to any Covered Matters. This contribution protection is intended to be as broad as permissible under CERCLA. This Consent Decree is a decree entered by a federal court finally resolving all claims under CERCLA. Covered Matters in this settlement encompass all of the past, present, and future Response Costs, and the contribution protection afforded hereunder shall bar any claim by the Town or any other party for past, present, or future Response Costs incurred or to be incurred, including, but not limited to, any future operation and maintenance costs.

#### **X. DISMISSAL OF THE STATE'S AND GE'S CLAIMS**

16. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment between and among the Parties with respect to the claims resolved by this Consent Decree. This action, entitled *The State of New York v. Cooper Crouse-Hinds LLC et al*, No. CV-5:16-CV-00052, including GE's Third-Party Complaint, shall be dismissed with prejudice as to the Settling Defendants and it has been dismissed without prejudice as to Plaza East, LLC a/k/a East Plaza, Inc. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

## **XI. GOVERNING LAW**

17. This Consent Decree shall be governed and interpreted in accordance with United States federal law.

## **XII. RESERVATION OF RIGHTS**

18. Nothing in this Consent Decree is intended to be, nor shall be construed as, a waiver, release, or covenant not to sue for any claim or cause of action, administrative or judicial, in law or in equity, that the Parties may have against any Third Party. Each Party expressly reserves any and all rights (including, but not limited to, any right of contribution), 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 Covered Matters and/or this Consent Decree against any Third Party. Nothing in this Consent Decree diminishes the right of a Settling Defendant, pursuant to CERCLA, 42 U.S.C. § 9613(f), to pursue any such persons to obtain response costs or to enter into settlements that give rise to contribution protection under CERCLA, 42 U.S.C. § 9613(f)(2).

19. The Parties specifically reserve the right to seek judicial enforcement of the terms of this Consent Decree.

## **XIII. NOTIFICATIONS**

20. Any notification to the Parties shall be in writing or by electronic mail and shall be deemed properly given if sent to the following individuals, unless those individuals or their successors give notice of a change to the other Parties in writing:

**As to the State:**

James C. Woods, Esq.  
Assistant Attorney General  
New York State Department of Law  
Environmental Protection Bureau  
The Capitol  
Albany, New York 12224  
[Jamie.Woods@ag.ny.gov](mailto:Jamie.Woods@ag.ny.gov)

Andrew Guglielmi, Esq.  
Associate Attorney  
Office of General Counsel  
New York State Department of Environmental Conservation  
625 Broadway, 14th Floor  
Albany, New York 12233-1500  
[Andrew.Guglielmi@dec.ny.gov](mailto:Andrew.Guglielmi@dec.ny.gov)

**As to the Settling Defendants:**

For Cooper Crouse-Hinds, LLC and Eaton Corp.:

Vincent Atriano, Esq.  
Squire Patton Boggs LLP  
2000 Huntington Center  
41 South High Street  
Columbus, Ohio, 43215  
[Vincent.atriano@squirepb.com](mailto:Vincent.atriano@squirepb.com)

For General Electric Company:

Steve Miano, Esq.  
Hangley Aronchick Segal Pudlin & Schiller  
One Logan Square, 27<sup>th</sup> Floor  
Philadelphia, PA 19103  
[Smiano@hangley.com](mailto:Smiano@hangley.com)

For Transportation Consultants, Inc.

David G. Burch Jr., Esq.  
Barclay Damon  
One Park Place  
300 South State Street  
Syracuse, New York 13202  
[dburch@barclaydamon.com](mailto:dburch@barclaydamon.com)

For Carrier Corporation  
Erick M. Sandler, Esq.  
Day Pitney LLP  
242 Trumbull Street  
Hartford, CT 06103  
emsandler@daypitney.com

#### **XIV. COMPLETE AGREEMENT AND SIGNING**

21. This Consent Decree contains the complete agreement among the Parties regarding the subject matter addressed herein and fully supersedes all prior contracts, agreements, understandings, negotiations, or discussions, oral or written, relating to the subject matter of this Consent Decree. There are no warranties, representations, agreements, or understandings, oral or written, relating to the subject matter hereof that are not fully expressed or provided for in this Consent Decree. This Consent Decree may not be amended, modified, supplemented, or otherwise changed without the written consent of the Parties and approval of the District Court. This Consent Decree may be signed in counterparts.

## **XV. EFFECTIVE DATE**

22. This Decree shall be effective upon the date that the Court enters this Consent Decree ("Effective Date"). All times for performance of activities under this Consent Decree shall be calculated from that date.

Dated: Oct 21, 2017  
Albany, New York

**STATE OF NEW YORK, THE NEW  
YORK STATE DEPARTMENT OF  
ENVIRONMENTAL CONSERVATION,  
and BASIL SEGGOS as COMMISSIONER  
OF ENVIRONMENTAL CONSERVATION**

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

BY: [Signature]  
James C. Woods  
Nicholas C. Buttino  
Assistant Attorneys General  
Environmental Protection Bureau  
The Capitol  
Albany, New York 12224  
(518) 776-2418


**NEW YORK STATE DEPARTMENT  
OF ENVIRONMENTAL  
CONSERVATION and BASIL SEGGOS  
as COMMISSIONER OF  
ENVIRONMENTAL CONSERVATION**

Dated: Oct. 3, 2017  
Albany, New York

BY: [Signature]  
Thomas Berkman  
General Counsel  
Office of General Counsel  
New York State Department of  
Environmental Conservation  
625 Broadway, 14th Floor  
Albany, New York 12233-1500

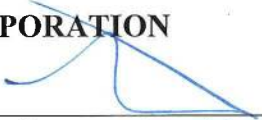
Oct.  
Dated: Sept. 5, 2017

**COOPER CROUSE-HINDS, LLC**

BY:   
Name: Lizbeth L. Wright  
Title: Vice President & Secretary

Oct.  
Dated: Sept. 5, 2017

**EATON CORPORATION**

BY:   
Name: Lizbeth L. Wright  
Title: Assistant Secretary

Dated: Sept. \_\_, 2017

**GENERAL ELECTRIC COMPANY**

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: Sept. \_\_, 2017

**TRANSPORTATION CONSULTANTS, INC.**

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: Sept. \_\_, 2017

**CARRIER CORPORATION**

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SO ORDERED, ADJUDGED AND DECREED this** \_\_ day of \_\_, 2017.

\_\_\_\_\_  
**Glenn T. Suddaby, Chief Judge**

**COOPER CROUSE-HINDS, LLC**

Dated: Sept. \_\_, 2017

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EATON CORPORATION**

Dated: Sept. \_\_, 2017

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GENERAL ELECTRIC COMPANY**

*Oct. 5*  
Dated: ~~Sept.~~ \_\_, 2017

BY: *Roderic McLaren*  
Name: *Roderic McLaren*  
Title: *Executive Counsel - Env. Remediation*

**TRANSPORTATION CONSULTANTS, INC.**

Dated: Sept. \_\_, 2017

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CARRIER CORPORATION**

Dated: Sept. \_\_, 2017

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SO ORDERED, ADJUDGED AND DECREED this\_\_ day of \_\_, 2017.**

\_\_\_\_\_  
**Glenn T. Suddaby, Chief Judge**

**COOPER CROUSE-HINDS, LLC**

Dated: Sept. \_\_, 2017

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EATON CORPORATION**

Dated: Sept. \_\_, 2017

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


**GENERAL ELECTRIC COMPANY**

Dated: Sept. \_\_, 2017

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TRANSPORTATION CONSULTANTS, INC.**

Dated: <sup>OCT.</sup>~~Sept.~~ 03, 2017

BY:   
Name: LISA D. GABER  
Title: CEO

**CARRIER CORPORATION**

Dated: Sept. \_\_, 2017

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SO ORDERED, ADJUDGED AND DECREED this \_\_\_\_ day of \_\_\_\_\_, 2017.**

\_\_\_\_\_  
**Glenn T. Suddaby, Chief Judge**

Dated: Sept. \_\_, 2017

**COOPER CROUSE-HINDS, LLC**

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: Sept. \_\_, 2017

**EATON CORPORATION**

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: Sept. \_\_, 2017

**GENERAL ELECTRIC COMPANY**

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: Sept. \_\_, 2017

**TRANSPORTATION CONSULTANTS, INC.**

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: <sup>Oct. 2</sup>~~Sept.~~ \_\_, 2017

**CARRIER CORPORATION**

BY: [Signature]  
Name: Sarah O'Connell  
Title: VP General Counsel

**SO ORDERED, ADJUDGED AND DECREED this** \_\_\_\_ **day of** \_\_\_\_\_, 2017.

\_\_\_\_\_  
**Glenn T. Suddaby, Chief Judge**