

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Office of the General Counsel

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MAR 21 2018

Emerson Electric Co.
8000 West Florissant Avenue
St. Louis, MO 63136
Attn: Steve Clark, V.P. Environmental Affairs and Real Estate

Rollway Bearing Corporation
c/o Emerson Electric Co.
8000 West Florissant Avenue
St. Louis, MO 63136
Attn: Steve Clark, V.P. Environmental Affairs and Real Estate

Re: Former Rollway Bearing Corporation Facility
Liverpool, Onondaga County New York
VCP Site No. V00202

Release and Covenant Not to Sue

Dear Mr. Clarke:

Unless otherwise specified in this Assignable Release and Covenant Not To Sue (this "Letter"), all terms used in this Letter shall have the meaning assigned to them under the terms of The Voluntary Cleanup Agreement entered into between the New York State Department of Environmental Conservation (the "Department") and Emerson Electric Co. and Rollway Bearing Corporation ("Volunteers"), Index No. V7-1007-96-10 (the "Agreement").

The Department is pleased to report that the Department is satisfied that the Agreement's Work Plan, covering the remediation of the Site, located at 7600 Morgan Road, in the Town of Clay, County of Onondaga and State of New York, has been successfully implemented. [Tax Map Identifier Number 95.-02-01. Map attached as Appendix "A".]

The Department, therefore, hereby releases, covenants not to sue, and shall forbear from bringing any action, proceeding, or suit against Volunteers and Volunteers' lessees and sub lessees and Volunteers' successors and assigns and their respective secured creditors, for the further investigation and remediation of the Site based upon the release or threatened release of Covered Contamination, provided that (a) timely payments of the amounts specified in Paragraph VI of the Agreement continue to be or have been made to the Department, (b) appropriate notices and deed restrictions have been recorded in accordance with Paragraphs IX and X of the Agreement, and (c) Volunteers and/or Volunteers' lessees, sub lessees, successors, or assigns promptly commence and diligently pursue to completion the Department-approved O&M Plan, if any. Nonetheless, the Department hereby reserves all of its rights concerning, and such release, covenant not to sue, and forbearance shall not extend to natural resource damages nor to any further investigation or remedial action the Department deems necessary:



Department of
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Conservation

- due to off-Site migration of contaminants other than petroleum resulting in impacts to environmental resources, to human health, or to other biota that are not inconsequential and to off-Site migration of petroleum, irrespective of whether the information available to Volunteers and the Department at the time of the development of the Work Plan disclosed the existence or potential existence of such off-Site migration;
- due to environmental conditions related to the Site that were unknown to the Department at the time of its approval of the Work Plan which indicate that Site conditions are not sufficiently protective of human health and the environment for the Contemplated Use;
- due to information received, in whole or in part, after the Department's approval of the final engineering report, which indicates that the activities carried out in accordance with the Work Plan are not sufficiently protective of human health and the environment for the Contemplated Use;
- due to Volunteers' failure to implement the Agreement to the Department's satisfaction; or due to fraud committed, or mistake made, by Volunteers in demonstrating that the Site-specific cleanup levels identified in, or to be identified in accordance with, the Work Plan were reached.

Additionally, the Department hereby reserves all of its right concerning, and any such release, covenant not to sue, and forbearance shall not extend to:

- Volunteers if Volunteers cause or suffer the release, or threat of release, at the Site of any hazardous substance (as that term is defined at 42 U.S.C. §9601[14]) or petroleum (as that term is defined in Navigation Law §172[15]), other than Covered Contamination; or if Volunteers cause or suffer the use of the Site to change from the Contemplated Use to one requiring a lower level of residual contamination before that use can be implemented with sufficient protection of human health and the environment; nor to
- any of Volunteers' sub lessees, successors, or assigns who cause or suffer the release, or threat or release, at the Site of any hazardous substance (as that term is defined at 42 U.S.C. §9601[14]) or petroleum (as that term is defined in Navigation Law §172[15]), other than Covered Contamination, after the effective date of the Agreement; or who cause or suffer the use of the Site to change from the Contemplated Use to one requiring a lower level of residual contamination before that use can be implemented with sufficient protection of human health and the environment; or who is otherwise a party responsible under law for the remediation of the Existing Contamination independent of any obligation that party may have respecting same established resulting solely from the Agreement's execution.

Notwithstanding the above, however, with respect to any claim or cause of action asserted by the Department, the one seeking the benefit of this release, covenant not to sue, and forbearance shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributable solely to Covered Contamination.

Notwithstanding any other provision in the release, covenant not to sue, and forbearance,

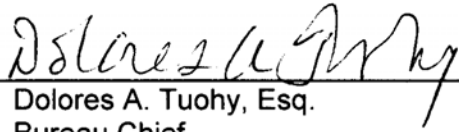
- if with respect to the Site there exists or may exist a claim of any kind or nature on the part of the New York State Environmental Protection and Spill Compensation Fund against

any party, nothing in this release shall be construed, or deemed, to preclude the State of New York from recovering such claim;

- except as provided in Subparagraph I.G of the Agreement and in this Letter, nothing contained in the Agreement shall be construed as barring, diminishing, adjudicating, or in any way affecting any of the Department's rights (including, but not limited to, nor exemplified by, the right to recover natural resources damages) with respect to any party, including Volunteers;
- nothing in this Letter shall prejudice any rights of the Department to take any investigatory or remedial action it may deem necessary if Volunteers fail to comply with the Agreement or if contamination other than Existing Contamination or Covered Contamination is encountered at the Site;
- nothing contained in the Letter shall be construed to prohibit the Commissioner or his duly authorized representative from exercising any summary abatement powers;
- nothing contained in this Letter shall be construed to affect the Department's right to terminate the Agreement at any time during its implementation if Volunteers fail to comply substantially with the agreement's terms and conditions;

In conclusion, the Department is pleased to be part of this effort to return the Site to productive use of benefit to the entire community.

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: 
Dolores A. Tuohy, Esq.
Bureau Chief
Remediation Bureau

Date: 3/21/18

cc: M. Ryan, NYSDEC
S. Edwards, NYSDEC
C. Mannes, NYSDEC
H. Warner, NYSDEC
A. Guglielmi, Esq., NYSDEC
M. Sheen, Esq. NYSDEC

Appendix "A"

(to Exhibit "C")

Map of the Site

