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## **Appendix A**

### **Order on Consent**

NEW YORK STATE DEPARTMENT OF  
ENVIRONMENTAL CONSERVATION

In the Matter of the  
Development and Implementation  
Of a Remedial Program for an  
Inactive Hazardous Waste Disposal  
Site under Article 27, Title 13  
of the Environmental Conservation Law  
by

Respondents listed on Attachment A and Settling Parties  
listed on Attachment B.

**ORDER ON CONSENT  
and  
ADMINISTRATIVE  
SETTLEMENT**

Index #B9-0571-00-01

Site # 932110

**WHEREAS,**

1. A. The New York State Department of Environmental Conservation ("Department") is responsible for inactive hazardous waste disposal site remedial programs pursuant to Article 27, Title 13 of the Environmental Conservation Law ("ECL") and Part 375 of Title 6 of the Official Compilation of Codes, Rules and Regulations ("6 NYCRR") and may issue orders consistent with the authority granted to the Commissioner by such statute.

B. The Department is responsible for carrying out the policy of the State of New York to conserve, improve and protect its natural resources and environment and control water, land, and air pollution consistent with the authority granted to the Department and the Commissioner by Article 1, Title 3 of the ECL.

C. The Department also has authority to enter into a settlement agreement with persons to resolve liability to the Department under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601 *et seq.*, and the ECL and through this settlement, upon completion of implementation of the remedy provided for herein, to fully and completely satisfy and release each and every claim, demand, remedy or action whatsoever against the signatories hereto through this Order on Consent and Administrative Settlement ("Order" or "Settlement").

D. This Order is issued pursuant to the Department's authority under, *inter alia*, ECL Article 27, Title 13, ECL 3-0301 and CERCLA, and resolves Respondents' and the Settling Parties liability to the State as provided at 6 NYCRR 375-1.5(b)(5) and 42 USC 9613.

2. Those parties listed on Attachment A, and 5335 River Road Inc, who is the owner of the Site ("Owner Respondent"), collectively referred to as the "Respondents" have contributed funds toward, and under this Order commit to, implementing the Remedial Program to completion, and to resolve their alleged responsibility for the Site.

3. The parties listed in Attachment B to this Order are each a "Settling Party" and collectively referred to as the "Settling Parties." Each Settling Party has contributed funds toward the Site Remedial Program and resolved their alleged responsibility for the Site. Settling Parties are not a Respondent for purposes of this Settlement.

4. The Site known as Frontier Chemical – Royal Avenue is a 9-acre parcel located at 4626 Royal Avenue within the industrial area of the City of Niagara Falls, New York, about one mile north of the Niagara River (hereinafter the "Site"). Exhibit "A" is a map of the Site showing its general location.

5. The Site is currently listed in the *Registry of Inactive Hazardous Waste Disposal Sites in New York State* as Site Number 932110 with a Classification "2" pursuant to ECL 27-1305.

6. Respondents consent to the issuance of this Order without (i) an admission or finding of liability, fault, wrongdoing, or violation of any law, regulation, permit, order, requirement, or standard of care of any kind; (ii) an acknowledgment that there has been a past release or threatened release of hazardous waste at or from the Site; and/or (iii) an acknowledgment that a release or threatened release of hazardous waste at or from the Site constitutes a significant threat to the public health or environment.

7. Solely with regard to the matters set forth below, Respondents hereby waive any right to a hearing as may be provided by law, consent to the issuance and entry of this Order, and agree to be bound by its terms. Respondents consent to and agree not to contest the authority or jurisdiction of the Department to issue or enforce this Order, and agree not to contest the validity of this Order or its terms or the validity of data submitted to the Department by Respondents pursuant to this Order. Nothing contained in this Order shall be construed as, or constitute an admission as to liability or as to any finding of fact or conclusion of law by any Respondent in any action or proceeding other than an action or proceeding brought solely to enforce a Respondent's obligations under this Order.

**NOW**, having considered this matter and being duly advised, **IT IS ORDERED THAT:**

I. Initial Submittal

Within thirty (30) Days after the effective date of this Order, Respondents shall submit to the Department a Records Search Report prepared in accordance with Exhibit "B" attached hereto. The Records Search Report will not be required.

II. Development, Performance, and Reporting of Work Plans

A. Work Plans

All activities at the Site that comprise any element of an Inactive Hazardous Waste Disposal Site Remedial Program shall be conducted pursuant to one or more Department-approved work plans ("Work Plan" or "Work Plans") and this Order and all activities shall be consistent with the National Oil and Hazardous Substances Pollution Contingency Plan (NCP), 40 C.F.R. Part 300, as required under CERCLA, 42 U.S.C. § 9600 *et seq.* The Work Plan(s) under this Order, except those addressing radiological materials, shall address both on-Site and

off-Site conditions and shall be developed and implemented in accordance with 6 NYCRR § 375-1.6(a). Except to the extent set forth in the Work Plan(s) addressing radiological materials, Respondents are not subject to the provisions of 6 NYCRR Part 380 and Respondents are not responsible for addressing any off-site radiological materials, whether detected adjacent to the Site or at any off-site disposal location for radiological materials removed from the Site. All Department-approved Work Plans shall be incorporated into and become enforceable parts of this Order. Upon approval of a Work Plan by the Department, Respondents shall implement such Work Plan in accordance with the schedule contained therein. Nothing in this Subparagraph shall mandate that any particular Work Plan be submitted. This Order requires the submission of a Remedial Action Schedule and the Submission of a Site Management Plan to implement the remedial programs selected in the Records of Decision dated March 18, 2011 and March 28, 2012 (“ROD”). The Remedial Action Schedule and Site Management Plan must satisfy the requirements set forth in the (“ROD”) for the Site and be consistent with the RD approved by the Department and appended hereto.

Each Work Plan submitted shall use one of the following captions on the cover page:

1. Site Characterization (“SC”) Work Plan: a Work Plan whose objective is to identify the presence of any hazardous waste disposal at the Site;
2. Remedial Investigation/Feasibility Study (“RI/FS”) Work Plan: a Work Plan whose objective is to perform a Remedial Investigation and a Feasibility Study;
3. Interim Remedial Measure (“IRM”) Work Plan: a Work Plan whose objective is to provide for an Interim Remedial Measure;
4. Remedial Design/Remedial Action (“RD/RA”) Work Plan: a Work Plan whose objective is to provide for the development and implementation of final plans and specifications for implementing the remedial alternative set forth in the ROD; or
5. Site Management Plan: a Work Plan whose objective is to identify and implement the institutional and engineering controls required for the Site, as well as any necessary monitoring and/or operation and maintenance of the remedy.

**B. Submission/Implementation of Work Plans**

1. (a) Respondents have submitted and the Department has approved a Remedial Design Work Plan (“the RD Work Plan”). The Remedial Action Schedule shall be submitted to the Department within fifteen (15) Days after the effective date of this Order.

(b) The Department may request that Respondents submit additional or supplemental Work Plans for the Site that are consistent with the ROD in the event that the implementation of the RD Work Plan and Remedial Action Schedule do not achieve the remedial objectives of the ROD. Within thirty (30) Days after the Department’s written request, Respondents shall advise the Department in writing whether they will submit and implement the requested additional or supplemental Work Plan. If Respondents elect to submit and implement such Work Plan, Respondents shall submit the requested Work Plan within sixty (60) Days after

such election. If Respondents fail to make a timely election, Respondents shall be in violation of this Order.

(c) Respondents may opt to propose one or more additional or supplemental Work Plans (including one or more IRM Work Plans) at any time, which the Department shall review for appropriateness and technical sufficiency.

(d) Any request made by the Department under Subparagraph II.B.1.(b) shall be subject to dispute resolution pursuant to Paragraph XII.

2. Professional Engineer must stamp and sign all Work Plans other than SC or RI/FS Work Plans.

3. During all field activities conducted under this Order, Respondents shall have on-Site a representative who is qualified to supervise the activities undertaken. Such representative may be an employee or a consultant retained by Respondents to perform such supervision.

C. Modifications to Work Plans

The Department shall notify Respondents in writing if the Department determines that any element of a Department-approved Work Plan needs to be modified in order to achieve the objectives of the Work Plan as set forth in Subparagraph II.A or to ensure that the Remedial Program selected in the ROD and defined in the approved RD otherwise protects human health and the environment. Upon receipt of such notification, Respondents shall provide written notification as provided at 6 NYCRR 375-1.6(d)(3) as to whether it will modify the Work Plan, or invoke dispute resolution. Notwithstanding the foregoing, the Remedial Program with regard to radiological materials has been approved by the Department and there shall be no modification or supplementation to the approved Remedial Program as to radiological materials.

D. Submission of Final Reports and Annual Reports

1. In accordance with the schedule contained in a Work Plan, Respondents shall submit a final report as provided at 6 NYCRR 375-1.6(b) and a final engineering report as provided at 6 NYCRR 375-1.6(c).

2. Any final report or final engineering report that includes construction activities shall include "as built" drawings showing any changes made to the RD or the IRM.

3. In the event that the final engineering report for the Site requires Site management, Owner Respondent shall submit an annual report by the 1<sup>st</sup> Day of the month following the anniversary of the start of the Site management. Such annual report shall be signed by a Professional Engineer or by such other qualified environmental professional as the Department may find acceptable and shall contain a certification as provided at 6 NYCRR 375-1.8(h)(3). Owner Respondent may petition the Department for a determination that the institutional and/or engineering controls may be terminated. Such petition must be supported by a statement by a Professional Engineer that such controls are no longer necessary for the

protection of public health and the environment. The Department shall not unreasonably withhold its approval of such petition.

E. Review of Submittals other than Progress Reports and Health and Safety Plans

1. The Department shall make a good faith effort to review and respond in writing to each submittal Respondent makes pursuant to this Order within sixty (60) Days. The Department's response shall include an approval or disapproval of the submittal, in whole or in part. All Department-approved submittals shall be incorporated into and become an enforceable part of this Order.

2. If the Department disapproves a submittal, whether in whole or in part, it shall specify the reasons for its disapproval. Within thirty (30) Days after the date of the Department's written notice that Respondents' submittal has been disapproved, Respondent shall make a revised submittal that addresses all of the Department's stated reasons for disapproving the first submittal. In the event that Respondents' revised submittal is disapproved, the Department shall set forth its reasons for such disapproval in writing and Respondents shall be in violation of this Order unless it invokes dispute resolution pursuant to Paragraph XII and its position prevails. Failure to make an election or failure to comply with the election is a violation of this Order.

3. Within thirty (30) Days after the Department's approval of a final report, Respondents shall submit such final report, as well as all data gathered and drawings and submittals made pursuant to such Work Plan, in an electronic format acceptable to the Department. If any document cannot be converted into electronic format, Respondents shall submit such document in an alternative format acceptable to the Department.

F. Department's Issuance of ROD

The Department has selected final remedial alternatives for the Site in RODs dated March 18, 2011 and March 28, 2012.

G. Release and Covenant Not to Sue

1. Settling Parties Release. Upon the payment of the allocated share of each Settling Party into the trust fund established by the Respondents to fund performance of the Remedial Program and Respondents advising the Department of such payment, the State covenants not to sue, execute judgment, or take any civil, judicial or administrative action under any federal, state, local or common law against such Settling Party with respect to the Site and such Settling Party shall be deemed to have fully satisfied their obligations hereunder and be fully and completely released by, and shall not be liable to, the Department upon any statutory or common law cause of action, including but not limited to, past or future oversight costs and natural resource damages, arising out of the presence of any contaminants in, on, or emanating from the Site.

2. Respondents' Release. Upon completion of the Remedial Program with regard to radiological materials, Respondents shall be completely and finally released of any liability for, or with respect to, any radiological materials on, under or associated with the Site. This release shall not extend to any particular Respondent or Settling Party in the event it is discovered that

such Respondent or Settling Party in fact released prior to the effective date of this Order radiological materials on under or associated with the Site, nor shall it extend to the Owner Respondent with respect to the disturbance of any radiological materials located on the Site outside of the area subject to remediation ("Remediation Area") pursuant to this Order nor shall it extend to the Owner Respondent with respect to any radiological materials located on the Site inside the Remediation Area if the Department determines that the approved Work Plan addressing the radiological materials in the Remediation Area is no longer protective of public health or the environment due to such disturbance. Upon the Department's issuance of a Certificate of Completion as provided at 6 NYCRR 375-1.9 and 375-2.9, Respondents shall obtain the benefits conferred by such provisions, subject to the terms and conditions described therein. Notwithstanding any law, rule, or regulation to the contrary, but subject to the exceptions set forth above Respondents shall obtain a full and final liability release for any radiological materials, whether or not naturally occurring, and for natural resources damages (notwithstanding the exclusion of such a release found within NYCRR 375-2.9), and not subject to the Reservation of Rights provision in Paragraph VII herein.

3. With respect to both Settling Parties and Respondents, this Order qualifies as an administrative settlement of liability for purposes of CERCLA.

#### H. Progress Reports

Respondents shall submit written progress reports to the parties identified in Subparagraph XI.A.1 by the 10<sup>th</sup> Day of each month commencing with the month subsequent to the approval of the Remedial Action Work Plan and ending with the Termination Date, unless a different frequency is set forth in an approved Work Plan. Such reports shall, at a minimum, include: all actions taken pursuant to this Order during the reporting period and those anticipated for the upcoming reporting period; all approved modifications to work plans and/or schedules; all results of sampling and tests and all other data received or generated by or on behalf of

Respondents in connection with the Site during the reporting period, including quality assurance/quality control information; information regarding percentage of completion, unresolved delays encountered or anticipated that may affect the future schedule, and efforts made to mitigate such delays; and information regarding activities undertaken in support of the Citizen Participation Plan during the reporting period and those anticipated for the upcoming reporting period.

#### III. Penalties

A. 1. Respondents' failure to comply with any term of this Order constitutes a violation of this Order that is applicable to such Party, the ECL, and 6 NYCRR 375-2.11(a)(4). Nothing herein abridges Respondents' right to contest any allegation that it has failed to comply with this Order.

2. Payment of any penalties shall not in any way alter Respondents' obligations under this Order.

B. 1. Respondents shall not suffer any penalty or be subject to any proceeding or action in the event it cannot comply with any requirement of this Order as a result of any Force Majeure Event as provided at 6 NYCRR 375-1.5(b)(4). Respondents must use best efforts to anticipate the potential Force Majeure Event, best efforts to address any such event as it is occurring, and best efforts following the Force Majeure Event to minimize delay to the greatest extent possible. "Force Majeure" does not include Respondents' economic inability to comply with any obligation, the failure of Respondents to make complete and timely application for any required approval or permit, and non-attainment of the goals, standards, and requirements of this Order.

2. Respondents shall notify the Department in writing within five (5) Days of the onset of any Force Majeure Event. Failure to give such notice within such five (5) Day period constitutes a waiver of any claim that a delay is not subject to penalties. Respondents shall be deemed to know of any circumstance which they, any entity controlled by them, or their contractors knew or should have known.

3. Respondents shall have the burden of proving by a preponderance of the evidence that (i) the delay or anticipated delay has been or will be caused by a Force Majeure Event; (ii) the duration of the delay or the extension sought is warranted under the circumstances; (iii) best efforts were exercised to avoid and mitigate the effects of the delay; and (iv) Respondents complied with the requirements of Subparagraph IV.B.2 regarding timely notification.

4. If the Department agrees that the delay or anticipated delay is attributable to a Force Majeure Event, the time for performance of the obligations that are affected by the Force Majeure Event shall be extended for a period of time equivalent to the time lost because of the Force majeure event, in accordance with 375-1.5(4).

5. If the Department rejects Respondents' assertion that an event provides a defense to non-compliance with this Order pursuant to Subparagraph IV.B, Respondents shall be in violation of this Order unless it invokes dispute resolution pursuant to Paragraph XII and Respondents' position prevails.

#### IV. Entry upon Site

A. Owner Respondent hereby consents, upon reasonable notice under the circumstances presented, to entry upon the Site (or areas in the vicinity of the Site which may be under the control of Owner Respondent) by any duly designated officer or employee of the Department or any State agency having jurisdiction with respect to matters addressed pursuant to this Order, and by any agent, consultant, contractor, or other person so authorized by the Commissioner, all of whom shall abide by the health and safety rules in effect for the Site, for inspecting, sampling, copying records related to the contamination at the Site, testing, and any other activities necessary to ensure Respondents' compliance with this Order. Upon request, Respondents shall (i) provide the Department with suitable work space at the Site, including access to a telephone, to the extent available, and (ii) permit the Department full access to all non-privileged records relating to matters addressed by this Order. Raw data is not considered privileged and that portion of any privileged document containing raw data must be provided to

the Department. In the event Respondents are unable to obtain any authorization from third-party property owners necessary to perform its obligations under this Order, the Department may, consistent with its legal authority, assist in obtaining such authorizations.

B. The Department shall have the right to take its own samples and scientific measurements and the Department and Respondents shall each have the right to obtain split samples, duplicate samples, or both, of all substances and materials sampled. The Department shall make the results of any such sampling and scientific measurements available to Respondents.

#### V. Payment of State Costs

Provided that the Respondents comply with the requirements of this Order, and in consideration of the Department's contribution to its pro rata orphan share and the Respondents agreeing to not seek contribution from the United States in the event the Department separately settles its claims against the United States, the Department will not seek payment of past or future State Costs from the Respondents.

#### VI. Reservation of Rights

A. Except as provided at 6 NYCRR 375-1.9 and 375-2.9, nothing contained in this Order shall be construed as barring, diminishing, adjudicating, or in any way affecting any of the Department's rights or authorities, including, but not limited to, the right to require performance of further investigations and/or response action(s), and/or to exercise any summary abatement powers with respect to any person, including Respondents. Notwithstanding the foregoing, this Order qualifies as an administrative settlement of liability for purposes of CERCLA pursuant to 42 USC 9613 and *Niagara Mohawk Power Corporation v. Chevron U.S.A, Inc.*, 596 F.3d 112; 2010 U.S. App. LEXIS 3859, \*\*; 70 ERC (BNA) 1001; 40 ELR 20060 (2<sup>nd</sup> Cir. Feb. 24, 2010).

B. Except as otherwise provided in this Order, Respondents and Settling Parties specifically reserve all rights and defenses under applicable law respecting any Departmental assertion of remedial liability against Respondents, and further reserves all rights respecting the enforcement of this Order, including the rights to notice, to be heard, to appeal, and to any other due process. The existence of this Order or Respondents' compliance with it shall not be construed as an admission of liability, fault, wrongdoing, or breach of standard of care by Respondents, and shall not give rise to any presumption of law or finding of fact, or create any rights, or grant any cause of action, which shall inure to the benefit of any third party. Further, Respondents and Settling Parties reserve such rights as each may have to seek and obtain contribution, indemnification, contractual indemnification and/or any other form of recovery from their insurers and from other potentially responsible parties, other than Settling Parties, or their insurers for past or future response and/or cleanup costs or such other costs or damages arising from the contamination at the Site as may be provided by law, including but not limited to rights of contribution under section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

#### VII. Indemnification

Respondents shall indemnify and hold the Department, the State of New York, the Trustee of the State's natural resources, and their representatives and employees harmless as

provided by 6 NYCRR 375-2.5(a)(3)(i) to the extent that ECL 27-1313.1.c is not applicable. However nothing herein shall be construed as establishing any indemnification or hold harmless obligation with regard to claims, if any, arising from the handling, removal and/or disposal of radiological materials from, or on, the Site as approved by the Department in the approved Remedial Program for radiological materials.

#### IX. Public Notice

A. Within thirty (30) Days after the effective date of this Order, Owner Respondent shall provide notice as required by 6 NYCRR 375-1.5(a). Within sixty (60) Days of such filing, Owner Respondent shall provide the Department with a copy of such instrument certified by the recording officer to be a true and faithful copy.

B. If Owner Respondent proposes to transfer by sale or lease the whole or any part of Owner Respondent's interest in the Site, or becomes aware of such transfer, Owner Respondent shall, not fewer than forty-five (45) Days before the date of transfer, or within forty-five (45) Days after becoming aware of such conveyance, notify the Department in writing of the identity of the transferee and of the nature and proposed or actual date of the conveyance, and shall notify the transferee in writing, with a copy to the Department, of the applicability of this Order. However, such obligation shall not extend to a conveyance by means of a corporate reorganization or merger or the granting of any rights under any mortgage, deed, trust, assignment, judgment, lien, pledge, security agreement, lease, or any other right accruing to a person not affiliated with Owner Respondent to secure the repayment of money or the performance of a duty or obligation.

#### X. Environmental Easement

A. If a Department-approved final engineering report for the Site relies upon one or more institutional and/or engineering controls, Owner Respondent or other owner of the Site shall submit to the Department for approval an Environmental Easement to run with the land in favor of the State which complies with the requirements of ECL Article 71, Title 36, and 6 NYCRR 375-1.8(h)(2). Upon acceptance of Environmental Easement by the State, Owner Respondent or other owner of the Site shall comply with the requirements of 6 NYCRR 375-1.8(h)(2).

B. The ROD provides for the implementation of one or more institutional controls. Owner Respondent or other owner of the Site shall cause an environmental easement to be recorded under the provisions of Subparagraph X.A. If Owner Respondent or other owner of the Site does not cause such environmental easement to be recorded in accordance with 6 NYCRR 375-1.8(h)(2), Owner Respondent, or other owner of the Site and Respondents will not be entitled to the benefits conferred by 6 NYCRR 375-1.9 and 375-2.9.

#### XI. Communications

A. All written communications required by this Order shall be transmitted by United States Postal Service, by private courier service, or hand delivered as follows:

1. Communication from Respondents shall be sent to:

Gregory Sutton, P.E.  
Division of Environmental Remediation  
New York State Department of Environmental Conservation  
270 Michigan Avenue  
Buffalo, New York 14203-2999  
[gpsutton@gw.dec.state.ny.us](mailto:gpsutton@gw.dec.state.ny.us)

Note: three hard copies (one unbound) of work plans are required, as well as one electronic copy, with copies to:

Krista Anders  
Bureau of Environmental Exposure Investigation  
New York State Department of Health  
Empire State Plaza  
Corning Tower Room 1787  
Albany, New York 12237  
[kma06@health.state.ny.us](mailto:kma06@health.state.ny.us)

James Charles, Esq.  
Office of General Counsel  
New York State Department of Environmental Conservation  
270 Michigan Ave.  
Buffalo, New York 14203-2999  
[jdcharle@gw.dec.state.ny.us](mailto:jdcharle@gw.dec.state.ny.us)

2. Communication to be made from the Department shall be sent to:

Timothy Webster – Partner – Webster Szanyi  
1400 Liberty Building

Buffalo, New York 14202  
Tel – (716) 842-2800  
Fax – (716) 845-6709  
[twebster@websterszanyi.com](mailto:twebster@websterszanyi.com)

Joseph Williams on behalf of Owner Respondent

c/o Peter Ruppar, Esq  
Duke, Holzman, Photiadis & Gresens  
1800 Main Place Tower  
Buffalo, New York 14202  
Tel – (716) 855-1111  
Fax – (716) 855-0327  
[pruppar@dhpqlaw.com](mailto:pruppar@dhpqlaw.com)

B. The Department and Respondents reserve the right to designate additional or different addressees for communication upon written notice to the other.

C. Each party shall notify the other within ninety (90) Days after any change in the addresses in this Paragraph XI.

## XII. Dispute Resolution

In the event disputes arise under this Order, Respondents may, within fifteen (15) Days after Respondents knew or should have known of the facts which are the basis of the dispute, initiate dispute resolution in accordance with the provisions of 6 NYCRR 375-1.5(b)(2). Nothing contained in this Order shall be construed to authorize Respondents to invoke dispute resolution with respect to the remedy selected by the Department in the ROD or any element of such remedy, nor to impair any right of Respondents to seek judicial review of the Department's selection of any remedy.

## XIII. Termination of Order

A. This Order will terminate upon the Department's written determination that Respondents have completed all phases of the Remedial Program (including Site Management), in which event the termination shall be effective on the 5<sup>th</sup> Day after the date of the Department's approval of the final report relating to the final phase of the Remedial Program.

B. Notwithstanding the foregoing, the provisions contained in Paragraphs II(G), VI and VII shall survive the termination of this Order and any violation of such surviving Paragraphs shall be a violation of this Order, the ECL, and 6 NYCRR 375-2.11(a)(4), subjecting Respondents to penalties as provided under Paragraph IV so long as such obligations accrued on or prior to the Termination Date.

## XIV. Miscellaneous

A. Respondents agree to comply with and be bound by the provisions of 6 NYCRR Subparts 375-1 and 375-2; the provisions of such Subparts that are referenced herein are referenced for clarity and convenience only and the failure of this Order to specifically reference any particular regulatory provision is not intended to imply that such provision is not applicable to activities performed under this Order.

B. The Department exempts Respondents from the requirement to obtain any state or local permit or other authorization for any activity conducted pursuant to this Order in accordance with 6 NYCRR 375-1.12(b), (c), and (d), and, except to the extent set forth in the Work Plan(s) addressing radiological materials, the requirements of 6 NYCRR Part 380.

C. 1. Respondents shall use best efforts to obtain all Site access, permits, easements, approvals, institutional controls, and/or authorizations necessary to perform Respondents' obligations under this Order, including all Department-approved Work Plans and the schedules contained therein. If, despite Respondents' best efforts, any access, permits, easements, approvals, institutional controls, or authorizations cannot be obtained, Respondents shall promptly notify the Department and include a summary of the steps taken. The Department may, as it deems appropriate and within its authority, assist Respondents in obtaining same.

2. If an interest in property is needed to implement an institutional control required by a Work Plan and such interest cannot be obtained, the Department may require Respondents to modify the Work Plan pursuant to 6 NYCRR 375-1.6(d)(3) to reflect changes necessitated by Respondents' inability to obtain such interest.

D. The paragraph headings set forth in this Order are included for convenience of reference only and shall be disregarded in the construction and interpretation of any provisions of this Order.

E. 1. The terms of this Order shall constitute the complete and entire agreement between the Department, Respondents concerning the implementation of the activities required by this Order. No term, condition, understanding, or agreement purporting to modify or vary any term of this Order shall be binding unless made in writing and subscribed by the party to be bound. No informal advice, guidance, suggestion, or comment by the Department shall be construed as relieving Respondents of Respondents' obligations to obtain such formal approvals as may be required by this Order. In the event of a conflict between the terms of this Order and any Work Plan submitted pursuant to this Order, the terms of this Order shall control over the terms of the Work Plan(s). Respondents consent to and agree not to contest the authority and jurisdiction of the Department to enter into or enforce this Order.

2. i. Except as set forth herein, if Respondents desire that any provision of this Order be changed, Respondents shall make timely written application to the Commissioner with copies to the parties listed in Subparagraph XI.A.1.

ii. If Respondents seek to modify an approved Work Plan, a written request shall be made to the Department's project manager, with copies to the parties listed in Subparagraph XI.A.1.

iii. Requests for a change to a time frame set forth in this Order shall be made in writing to the Department's project attorney and project manager; such requests shall not be unreasonably denied and a written response to such requests shall be sent to Respondents promptly.

F. 1. There are multiple parties signing this Order. The obligations of each such party under this Order are joint and several, except as to obligations assigned only to the Owner Respondent or other owner of the Site, which obligations shall be several and not joint, and the insolvency of or failure by any Respondent to implement any obligations under this Order shall not affect the obligations of the remaining Respondent(s) under this Order.

2. If any Respondent is a partnership, the obligations of all general partners (including limited partners who act as general partners) under this Order are joint and several and the insolvency or failure of any general partner to implement any obligations under this Order shall not affect the obligations of the remaining partner(s) under this Order.

3. Notwithstanding the foregoing Subparagraphs XIV.F.1 and 2, if multiple parties sign this Order as Respondents but not all of the signing parties elect to implement a Work Plan, all Respondents are jointly and severally liable for each and every obligation under this Order through the completion of activities in such Work Plan that all such parties consented

to; thereafter, only those Respondents electing to perform additional work shall be jointly and severally liable under this Order for the obligations and activities under such additional Work Plan(s). The parties electing not to implement the additional Work Plan(s) shall have no obligations under this Order relative to the activities set forth in such Work Plan(s). Further, (i) only those Respondents electing to implement such additional Work Plan(s) shall be eligible to receive the Liability Limitation referenced in Subparagraph II.G and (ii) if, after a final allocation adopted by Respondents, a Respondent fails to pay its allocated share of liability, such Respondent(s) shall not be eligible to receive the Liability Limitation in Subparagraph II. G and, notwithstanding any other provision of this Order to the contrary, such non-paying Respondent shall be subject to claims for contribution..

G. Respondents, including the Settling Parties set forth in Attachment B, shall be entitled to receive contribution protection, and Respondents shall be entitled to seek cost recovery and/or contribution, to the extent authorized by CERCLA (42 USC Secs. 9607 & 9613), and 6 NYCRR 375-1.5(b)(5).

H. Unless otherwise expressly provided herein, terms used in this Order which are defined in ECL Article 27 or in regulations promulgated thereunder shall have the meaning assigned to them under said statute or regulations.

I. Respondents' obligations under this Order represent payment for or reimbursement of response costs, and shall not be deemed to constitute any type of fine or penalty.

J. Respondents and their successors and assigns shall be bound by this Order. Any change in ownership or corporate status of any Respondent shall in no way alter such Respondent's responsibilities under this Order.

K. This Order may be executed for the convenience of the parties hereto, individually or in combination, in one or more counterparts, each of which shall be deemed to have the status of an executed original and all of which shall together constitute one and the same.

L. The effective date of this Order is the 10<sup>th</sup> Day after it is signed by the Commissioner or the Commissioner's designee.

DATED:

MAR 27 2013

JOSEPH MARTENS  
COMMISSIONER  
NEW YORK STATE DEPARTMENT OF  
ENVIRONMENTAL CONSERVATION

By: 

Robert Schick, Director  
Division of Environmental Remediation

CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order.

**Respondent's Name: Frontier Chemical  
Royal Avenue Site PRP Group (an  
unincorporated association)**

By: A. Timothy Webster, Chairman

A. Timothy Webster, Chairman

Title: CHAIRMAN

Date: 3/8/13

STATE OF NEW YORK    )  
  ) ss:  
COUNTY OF                    )

On the 8<sup>th</sup> day of March, in the year 2013 before me, the undersigned, personally appeared A. Timothy Webster personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Eileen M. Marzo  
Signature and Office of individual  
taking acknowledgment

**EILEEN M. MARZO**  
Notary Public State of New York  
Qualified in Erie County  
My Commission Expires March 31, 2015





CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order.

Respondent's Name

By: Robert J Leonard

Title: DIRECTOR, CORPORATE EHS

Date: 2/28/13

STATE OF ~~NEW YORK~~ <sup>Pennsylvania</sup> )  
 ) ss:  
COUNTY OF Butler )

On the 28 day of Feb., in the year 2013 before me, the undersigned, personally appeared Robert J. Leonard personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Michelle L. Freehling  
Signature and Office of individual  
taking acknowledgment

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Michelle L. Freehling, Notar  
Clinton Twp., Butler County  
My Commission Expires Aug. 11, 2018  
Member, Pennsylvania Association of Notaries

II - VI Inc.

CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order.

Respondent's Name AMERICAN PRECISION INDUSTRIES, INC.

By: Law A. Fratimbi

Title: VP

Date: 3/7/13

~~ILLINOIS~~

STATE OF ~~NEW YORK~~ )  
 ) ss:  
COUNTY OF ~~DUPAGE~~ )

On the 7<sup>TH</sup> day of MARCH, in the year 2013 before me, the undersigned, personally appeared CARL S. GRABINSKI, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Signature and Office of individual taking acknowledgment

OFFICIAL SEAL  
CLARYSEL AUSTIN  
Notary Public - State of Illinois  
My Commission Expires Mar 16, 2014

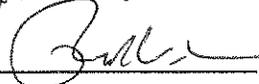




CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order.

Respondent's Name Calgon Carbon Corporation

By: Richard D. Rose 

Title: S.V.P., General Counsel & Secretary

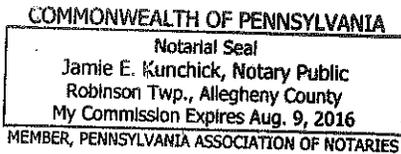
Date: 3/7/13

Commonwealth of Pennsylvania  
~~STATE OF NEW YORK~~ )

) ss:  
COUNTY OF Allegheny )

On the 7<sup>th</sup> day of March, in the year 2013, before me, the undersigned, personally appeared Richard D. Rose, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Jamie Kunchick  
Signature and Office of individual  
taking acknowledgment



CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order.

Respondent's Name: CBS CORPORATION

By: [Signature]  
Eric J. Sobczak

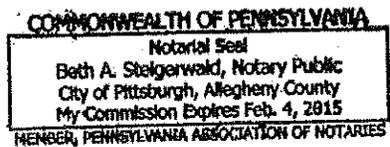
Title: Senior Vice President/Associate General Counsel

Date: March 19, 2013

COMMONWEALTH OF PENNSYLVANIA )  
 ) ss:  
COUNTY OF ALLEGHENY )

On the 19<sup>th</sup> day of March, in the year 2013, before me, the undersigned, personally appeared Eric J. Sobczak, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Beth A. Steigerwald  
Signature and Office of individual  
taking acknowledgment



CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order.

Respondent's Name - CECOS International, Inc.

By: [Signature]

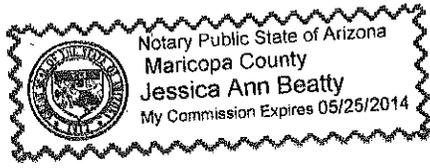
Title: Tim M. Benter Vice President

Date: 1/9/2013

STATE OF ~~NEW YORK~~ <sup>Arizona</sup> )  
 ) ss:  
COUNTY OF Maricopa )

On the 9<sup>th</sup> day of January, in the year 2013 before me, the undersigned, personally appeared Tim M. Benter, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]  
\_\_\_\_\_  
Signature and Office of individual  
taking acknowledgment  
Notary Public



CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order.

Respondent's Name

By: CHRIS DODS C. DODS

Title: President and CEO

Date: 2/27/13

Clean Earth of North Jersey, Inc.

*Pennsylvania*  
STATE OF ~~NEW YORK~~ )  
COUNTY OF *Montgomery* ) ss:

On the 27<sup>th</sup> day of February, in the year 2013 before me, the undersigned, personally appeared Chris Dods, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

*W. E. Lunsford*  
\_\_\_\_\_  
Signature and Office of individual taking acknowledgment

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
WILMA E. LUNSFORD, Notary Public  
Hatboro Boro., Montgomery County  
My Commission Expires May 17, 2015





CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order.

Respondent's Name

By: CYCLE CHEM Inc

Title: Deputy President

Date: 3/5/13

STATE OF NEW <sup>Jersey</sup> YORK )  
COUNTY OF Union ) ss:

On the 5 day of March, in the year 2013 before me, the undersigned, personally appeared Michael Persica personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

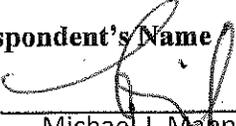
Suzanne L. Czarnota  
Signature and Office of individual  
taking acknowledgment

**SUZANNE L. CZARNOTA**  
**NOTARY PUBLIC OF NEW JERSEY**  
**My Commission Expires 7/1/2017**

CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order.

Respondent's Name

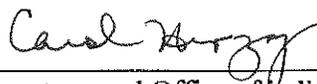
By:   
Michael J. Manning

Title: Vice President-Safety, Health & Environment

Date: March 22, 2013

STATE OF NEW YORK    )  
  ) ss:  
COUNTY OF                    )

On the 22<sup>nd</sup> day of March, in the year 2013 before me, the undersigned, personally appeared Michael Manning, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Signature and Office of Individual  
taking acknowledgment

**CAROL A. HERZOG**  
**NOTARY PUBLIC OF NEW JERSEY**  
Commission Expires 1/5/2014

Cytec Industries Inc.  
American Cyanamid





CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order.

Respondent's Name

By: Henry Kolakowsky

Title: Vice President

Date: 3/15/2013

STATE OF NEW YORK )  
COUNTY OF Rockland ) ss:

On the 15th day of March, in the year 2013 before me, the undersigned, personally appeared Henry S. Kolakowsky personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that (he/she/they) executed the same in (his/her/their) capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Handwritten Signature]

Signature and Office of individual taking acknowledgment

Electronic Devices Incorporated

WILLIAM R. MILBURN  
Notary Public, State of New York  
No. 4976261  
Qualified in Orange County  
Commission Expires 02/26/15







CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order.

Respondent's Name LEICA MICROSYSTEMS, INC.

By: Carl S. Grabinski

Title: VP

Date: 3/7/13

ILLINOIS

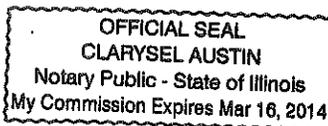
STATE OF ~~NEW YORK~~ )

COUNTY OF DUPAGE ) ss:

On the 7<sup>TH</sup> day of MARCH, in the year 2013, before me, the undersigned, personally appeared CARL S. GRABINSKI, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Carl S. Grabinski

Signature and Office of individual taking acknowledgment





CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order.

Respondent's Name Maguire Properties, Lnc.  
 By: [Signature]  
 Title: PRESIDENT  
 Date: 3/15/13

STATE OF NEW YORK )  
 ) ss:  
 COUNTY OF Monroe )

On the 18 day of March, in the year 2013, before me, the undersigned, personally appeared Dennis Maguire personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]  
 Signature and Office of individual taking acknowledgment

KRISTIN M. McDERMOTT  
 NOTARY PUBLIC STATE OF NEW YORK  
 NO. 01069088108  
 QUALIFIED IN MONROE COUNTY  
 COMMISSION EXPIRES MARCH 3, 2015

CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order.

MOTOR COMPONENTS, LLC

By: [Signature]  
V. Sheldon Alfiero

Title: Manager

Date: 3-15-13

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF )

On the 15 day of March, in the year 2013 before me, the undersigned, personally appeared V. Sheldon Alfiero, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]  
Signature and Office of individual  
taking acknowledgment

KAREN M. ORLOWSKI  
Lic. #01OR6061523  
Notary Public-State of New York  
Qualified in Erie County  
My Commission Expires JULY 16, 2016

CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order.

Respondent's Name

By: [Signature]

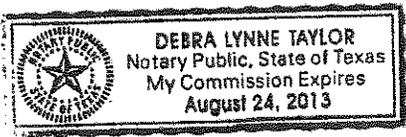
Title: VICE PRESIDENT - OCC

Date: 3/11/2013

Texas  
STATE OF ~~NEW YORK~~ )  
COUNTY OF Dallas } ss:

On the 11<sup>th</sup> day of MARCH, in the year 2013 before me, the undersigned, personally appeared MIKE ANDERSON personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]  
Signature and Office of individual  
taking acknowledgment



Occidental Chemical Corp.  
BTL Specialty Resins Corp.  
Durez Corp.  
Diamond Shamrock Corporation

CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order.

Respondent's Name CLIN CORPORATION

By: Curtis M. Richards

SEF  
3/20/13

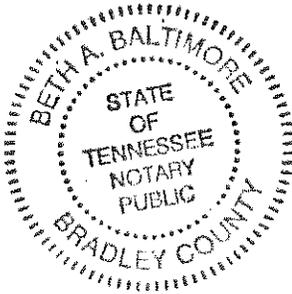
Title: CORP VP - EHS

Date: 3/20/13

STATE OF ~~NEW YORK~~ <sup>TENNESSEE</sup> )  
 ) ss:  
COUNTY OF ~~BRADLEY~~ )

On the 20th day of March, in the year 2013, before me, the undersigned, personally appeared Curtis M. Richards personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Beth A. Balt  
Signature and Office of individual  
taking acknowledgment





CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order.

Respondent's Name SOLVENTS AND PETROLEUM SERVICE

By: [Signature]

Title: V.P.

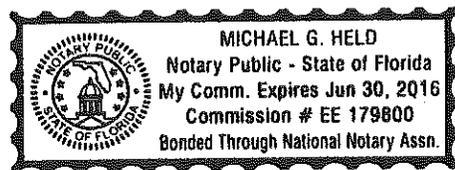
Date: 12/12/12

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF )

On the 14th day of DEC, in the year 2012 before me, the undersigned, personally appeared FREDRIC S SALES, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]

Signature and Office of individual taking acknowledgment



CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order.

**Respondent's Name:** Spears USA LLC nka Sonoco Products Company

By: Ritchie L Bond

Title: TREASURER

Date: 1.7.13

STATE OF South Carolina,  
COUNTY OF Darlington ) ss:

On the 7<sup>th</sup> day of January, in the year 2013 before me, the undersigned, personally appeared Ritchie L. Bond, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Dana M. Banister  
Signature and Office of individual taking acknowledgment

DANA M. BANISTER  
NOTARY PUBLIC  
MY COMMISSION  
EXPIRES  
3/7/2013  
STATE OF SOUTH CAROLINA

CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order.

Respondent's Name Textron Inc.

By: [Signature]

Title: VP - Deputy General Counsel - Litigation

Date: January 2, 2013

OK  
JMB  
1/2/13

STATE OF NEW YORK    )  
  ) ss:  
COUNTY OF                    )

On the 1<sup>st</sup> day of January, in the year 2013, before me, the undersigned, personally appeared Julie Duffy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]  
Signature and Office of individual  
taking acknowledgment



CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order.

Respondent's Name XEROX CORPORATION

By: Diane O'Connor

Title: V.P., EHS & S

Date: March 7, 2013

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF Monroe )

On the 7<sup>th</sup> day of March, in the year 2013 before me, the undersigned, personally appeared Diane O'Connor personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

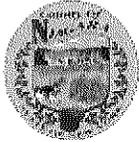


Signature and Office of individual taking acknowledgment

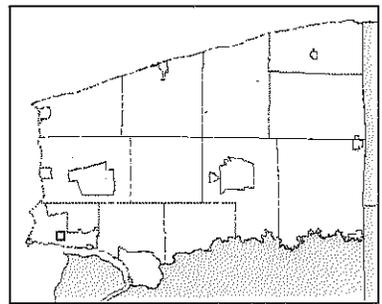
KIM WINTER  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 01W16089099  
QUALIFIED IN MONROE COUNTY  
MY COMMISSION EXPIRES MARCH 17, 2015

**EXHIBIT "A"**

**Map of Site**



# Niagara County On-Line Mapping System



**Legend**

**Streets and Highways**

- Interstate
- Primary State Road
- Secondary State Road
- County Road
- Local Road

□ Parcels

---

1: 2,134

**Notes**

Frontier Chemical Royal Ave

**EXHIBIT "B"**

**RECORDS SEARCH REPORT**

1. Detail all environmental data and information within Respondent's or Respondent's agents' or consultants' possession or control regarding environmental conditions at or emanating from the Site.

2. A comprehensive list of all existing relevant reports with titles, authors, and subject matter, as well as a description of the results of all previous investigations of the Site and of areas immediately surrounding the Site which are or might be affected by contamination at the Site, including all available topographic and property surveys, engineering studies, and aerial photographs.

3. A concise summary of information held by Respondent and Respondent's attorneys and consultants with respect to:

- (i) a history and description of the Site, including the nature of operations;
- (ii) the types, quantities, physical state, locations, methods, and dates of disposal or release of hazardous waste at or emanating from the Site;
- (iii) a description of current Site security (i.e. fencing, posting, etc.); and
- (iv) the names and addresses of all persons responsible for disposal of hazardous waste, including the dates of such disposal and any proof linking each such person responsible with the hazardous wastes identified.

A-17

**ATTACHMENT A**

**Respondents**

**ATTACHMENT A**

**Respondents**

**Frontier Chemical Royal Avenue Site PRP Group (an unincorporated association)**

**5335 River Road, Inc. (Site Owner)**

**Marc Equity Realty**

**Transniagara Associates**

**Niagara Industrial Warehousing**

**II-VI Inc.**

**American Precision Instruments, Inc.**

**American Cyanamid**

**n/k/a Cytec, Industries**

**Alcatel-Lucent USA Inc. (on behalf of AT&T Technologies, Inc. and Nassau Metals Corp.)**

**Arkema Inc.**

**Atochem North America Inc.**

**Calgon Carbon Corporation**

**CBS CORPORATION (Westinghouse Electric Corporation; Viacom, Inc.)**

**CECOS International Inc.**

**Clean Earth of North Jersey Inc.**

**Clean Harbors Environmental Services, Inc**

**Cummins Inc.**

**Cummins Engine Co. Inc.**

**Cycle**

**Cycle Chem Inc.**

**DRS EW & Network Systems, Inc.**

**(Sierra Technologies Inc.)**

**Easco Hand Tools (n/k/a Danaher Easco Hand Tools)**

**Electronic Devices Incorporated**

**General Electric Company**

**General Partitions Mfg. Corp.**

**Leica Incorporated (Leica Microsystems Inc.)**

**Luminate Products Corporation**

**Keystone Powered Metal Co. (Keystone Carbon Company/Keystone Thermistor Corporation)**

**Maguire Properties, Inc.**

**Thomas G. Maguire Real Estate**

**Motor Components, LLC. (Purolator Products Company)**

**Occidental Chemical Corp.**

**BTL Specialty Resins Corp.**

**Durez Corp.**

**Diamond Shamrock Corporation**

**Olin Group**

**Saint Gobain GRP (Saint-Gobain Corporations)**

**Solvents & Petroleum Service Inc.**

**Spear USA LLC (n/k/a Sonoco Products Company)**

**Textron Inc.**

**United Technologies Corporation on behalf of itself and its following current and former divisions and subsidiaries:**

**Carrier Corporation**

**Carlyle Compressor Division of Carrier Corporation**

**Tyler Refrigeration and Beverage Air Divisions of Carrier Commercial Refrigeration, Inc.**

**Pratt & Whitney Division**

**Pratt & Whitney Engine Services, Inc. (a/k/a Pratt & Whitney West Virginia)**

**Hamilton Standard Division**

**Hamilton Sundstrand Corporation**

**Inmont Corporation**

**Sikorsky Aircraft Corporation**

**Schweizer Aircraft Corporation**

**Xerox Corporation**

**ATTACHMENT B**

**Settling Parties**

## Attachment B SETTLING PARTIES

3535 West Henrietta Road, Inc.  
 3M Company  
 A B Chance (Hubbell, Inc.)  
 A H Harris & Sons, Inc.  
 A.E. Kirby Health Center  
 A.J. Weigano, Inc.  
 A.W. Beattie Career Center  
 A.W. Perry, Inc.  
 ABB INC., on behalf of  
 Combustion Engineering ABB; and  
 ABB Power T&D Company Inc.  
 Abby Drum Company  
 ABVI of Greater Rochester  
 AC Electric Corporation  
 Acco Chain & Lifting Products  
 (FKI Industries, Inc.)  
 Acken, Inc (Polhemus)  
 ACME Precision Screw Products,  
 Inc.  
 ACPC, Inc. (n/k/a RMC Texas Inc.)  
 Acu Rite Companies, Inc.  
 Adair Printing Company  
 Adams Engineering  
 Adco Products  
 Advanced Chemical Company  
 AEP Industries, Inc.  
 Aerotech  
 Aetna-Cigna Flight Operations  
 Affiliated Labs (Affiliated  
 Laboratory Inc.)  
 Agfa Photo Corporation  
 Agway Liquidating Trust  
 Agway Petroleum Corp. (n/k/a  
 Yawga Energy Products LLC)  
 Ahlstrom Fiber Composites  
 (Invitrogen)  
 Air Maze Corporation (Donaldson  
 Company, Inc.)  
 Air-Flo Manufacturing, Inc.  
 Airgas, Inc.  
 Airline Petroleum Company  
 Airmaster Systems Corporation  
 (Air Master Systems Corporation)  
 Akron Rubber Development  
 Laboratory, Inc.  
 Akzo Nobel, Inc.  
 Alan Buick Inc.  
 Albany Dodge, Inc.  
 Albany International Corporation

Alcan Rolled Products  
 n/k/a Novelis Corporation  
 Aliquippa & Southern  
 Railroad Company (The  
 Cuyahoga Valley Railway  
 Co.)  
 Allegheny Bradford  
 Corporation  
 Allen Harbor Marine  
 Service, Inc.  
 ALLIED CHEMICAL  
 CORP. (n/k/a Honeywell,  
 Inc.)  
 Allied Sinterings, Inc.  
 Allomatic Products  
 Company (Raybestos  
 Company, LLC)  
 Allstate Tool & Die, Inc.  
 (ATD Precision)  
 ALP Steel Corporation  
 Alpena Power Company  
 Alstrom Power, Inc.  
 Alumax Extrusions, Inc.  
 (n/k/a Sapa Extrusions  
 Inc.)  
 Alumax Mill Products  
 Alcoa, Inc.  
 AMAC Enterprises, Inc.  
 Amerace Corporation and  
 Thomas Betts  
 American Bank Note  
 Company  
 American Color Graphics,  
 Inc. n/k/a Vertis  
 Communications  
 American Crucible  
 Products  
 American Cyanamid /  
 Wyeth n/k/a Pfizer Inc.  
 American Eagle Airlines,  
 Inc.  
 American Felt & Filter  
 Company  
 American Fibrit (Johnson  
 Controls)  
 American Fuji Seal  
 American High Reach, Inc.  
 (NES Rentals)

American Packaging Corporation  
 American Schoen Machinery  
 Company  
 American Sterilizer Company  
 American Tinning & Galvanizing  
 Company  
 American Waste Processing, Ltd.  
 Ames Rubber Corporation  
 AMF Bowling Products  
 AMREP  
 Amresco  
 Amthor's Welding Service Inc.  
 Amtrol, Inc.  
 Anaren Microwave Inc.  
 Anchor Fasteners (Illinois Tool  
 Works Inc.)  
 An-Cor Industrial Plastics, Inc.  
 Andersen Land Corporation  
 Andreas Auto Repair  
 Andritz, Inc.  
 Anheuser-Busch, Inc.  
 Anocoil  
 Anoplate Corporation  
 Appleton Coated, LLC  
 APV Heat Transfer  
 Aquarion Water Company  
 ARA Services n/k/a ARAMARK  
 Aramark Uniform & Career  
 Apparel, LLC  
 Arch Crown Tags  
 Archem, Inc. (Artlow Systems,  
 Inc.)  
 Area Tool & Manufacturing, Inc.  
 Ariel Corporation  
 Aristech Chemical Corporation  
 (Sunoco, Inc.)  
 Armory Garage, Inc.  
 Arrow Group Industries, Inc.  
 Arsenal Associates  
 Ashland Inc.  
 Ashworth Brothers, Inc.  
 Associated Brands (Ontario  
 Foods)  
 Asten Johnson, Inc.  
 Astro Chemicals, Inc.  
 Astro Med, Inc.  
 Atlantic City Electric Company  
 Atlantic Research Corporation  
 (Aerojet)

Atlantic Richfield Company and BP Corporation North America Inc.  
Atlas Auto Body  
Auburn , City of  
Auburn Foundry  
Avantor Performance Materials, Inc. f/k/a Mallinckrodt Baker, Inc.  
f/k/a J.T. Baker, Inc.  
Avnet, Inc.  
Avon Central School District  
Avon Products Incorporated  
AVX Corporation / ELCO  
Babcock & Wilcox  
Baden Steelbar & Bolt Corporation  
BAE Systems Controls, Inc. (BAE Systems Platform Solutions)  
Baierl Chevrolet, Inc. d/b/a Baierl Chevrolet Honda  
Baker Victory High School  
Baldwinsville Central School District  
Ball Corporation  
Ballet Makers, Inc. (Capezio)  
Baltimore Aircoil  
Baltimore Specialty Steels Corp. (AK Steel)  
Bangor Hydro-Electric Company  
Barclay and Equipment Oil Company (Okar Equipment Company)  
Barnes Group Inc.  
Barry Controls  
Barton Chevrolet  
BASF  
BASF Constructions Chemicals, LLC for Master Builders Inc.  
BASF Constructions Chemicals, LLC for Thorosystems Products  
Basil Oldsmobile, Inc.  
Batavia Animal Hospital  
Batesville Casket Company, Inc.  
Bauer Radiator, Inc.  
Bauer Service Company  
Bausch & Lomb  
Bay State Machine Company  
Bayer Healthcare  
Pharmaceuticals, Inc.  
Beacon Industries, Inc.  
Bechtelsville Asphalt  
Becon, Inc.  
Becton, Dickinson and Company (BBBL Microbiology Systems)  
Becton, Dickinson and Company (Canaan, CT)  
Becton, Dickinson and Company (Difco Laboratories)

Bedoukian Research, Inc.  
Belmont Shelter Corporation  
Bemis Associates, Inc.  
Benchmark New York, Inc.  
Benlin Distribution Services, Inc.  
Bennett Manufacturing Company, Inc.  
Bennington College  
Bennington Iron Works  
Berenfield Containers, Inc.  
Bergums Collision and Painting, Inc.  
Bernz-O-Matic  
Beta Therm n/k/a Measurement Specialities, Inc.  
Bethel Estates (Renewal Housing Corporation)  
Beverage-Air Corporation  
Biospherics c/o Spherix Inc.  
BioTek Instruments, Inc.  
Birds Eye Foods  
Bird's Eye Foods, Inc.  
Birken Manufacturing Company  
Bissett Chevrolet a/k/a  
Ben Bissett Chevrolet Inc.  
Blackhawk Machine Products, Inc.  
Blaser Swisslube, Inc.  
Bloch & Guggenheimer (B&G Foods, Inc.)  
Blodgett Company n/k/a Middleby  
Blooming Glen Quarry  
Blue Grass Chemical Specialties  
Blue Hill Country Club  
BMP America, Inc.  
Bob Hastings Ford Collision, Inc.  
Bob Hastings Oldsmobile, Inc.  
Boces-Northeast Regional Metro Voc  
Boehringer Ingelheim Pharmaceuticals, Inc.  
Boeing Company (McDonnell Douglas)  
Bogdan Collision  
Bomar Crystal Company  
Bombardier Transportation Holdings USA, Inc.

Bonide Products, Inc.  
Borden Chemical Inc. (Hexion Specialty Chemicals, Inc.)  
Borg Warner Power Electronics  
Borough of Belmar  
Borough of Edinboro  
Boston Scientific Corporation  
Botnick/5 Ventures, Inc.  
Bovie Screen Process Printing  
Bowser Pontiac, Inc.  
Bradley Corporation  
Breeze Eastern Corporation  
Breeze-Eastern  
Brighton Central School District  
Brilliant National Servcies, Inc. as indemnitor of Textile Chemical n/k/a Brenntag Northeast, Inc.  
Brimfield Precision (Accellent, Inc.)  
Brisbane Realty Associates, LLC  
Bristol/Babcock Instrument Systems (Emerson Electric Co.)  
Bristol-Myers Squibb Company  
Brooklea Country Club  
Brown Shoe Company, Inc.  
Brunners Tavern (3989 Main Street)  
Brush Wellman Incorporated  
Buckeye Partners, LP  
Bucks County Community College  
Bucyrus International, Inc.  
Buffalo Finishing Works, Inc.  
Buffalo Forge Company (Howden Buffalo Inc.)  
Buffalo Pumps, Inc.  
Buffalo State College (State of New York)  
Burdick Toyota  
Burlington Free Press (Gannett)  
Burns Brothers (Burns Bros Contractors)  
Burroughs Corporation n/k/a Unisys Corporation  
Butler Color Press  
Butler County Motor n/k/a Butler County Ford  
Byrne Dairy, Inc.  
C COR ELECTRONICS a/k/a C-COR, Inc. n/k/a ARRIS Group, Inc. (successor)  
C R Bard, Inc.  
C. Weaver Chevrolet  
Caledonia Mumford Central School  
Calig Steel Drum (n/k/a North Coast Container Corporation)  
North Coast Container Corp.

Cam Tech Industries  
 Cambridge Filter Corporation  
 (Cambridge Capital Corporation)  
 Cambridge Mill Products, Inc.  
 Camp Dresser & McKee Inc. n/k/a  
 CDM Smith Inc.  
 Campbell Soup Company  
 Canberra Industries, Inc.  
 Canetta Collision  
 Canfield & Tack  
 Canisius High School  
 Cannon Design  
 Capital City Press (n/k/a The  
 Sheridan Press)  
 Capitol Manufacturing Company  
 (Harsco Corporation)  
 Caprara's Auto Body Shop, Inc.  
 Carey McFall Corporation (n/k/a  
 Springs Window Fashions LLC)  
 Cargill, Inc.  
 Carleton Technologies, Inc.  
 Carlon Division-Lamson Services  
 (Thomas & Betts)  
 Carmen Trucking n/k/a J.A.  
 Carman Trucking Co., Inc.  
 Carubba Collision Inc. n/k/a  
 Carubba Collision Corporation  
 Cattaraugus-Allegany BOCES  
 Cayuga Onondaga Boces  
 CCN International, Inc.  
 Cecil I Walker Machinery  
 Company  
 Cellue Tissu n/k/a Clearwater  
 Paper  
 Central Collision  
 Central Square Central School  
 Central Vermont Railway (Grand  
 Trunk Western Railroad)  
 Centro, Inc.  
 Century III Chevrolet  
 CeramTech North America  
 Corporation (f/k/a Interceram Inc.)  
 Cerro Metal Products  
 CH Sprague & Son (Sprague  
 Energy Corporation)  
 Chairmasters, Inc.  
 Chambersburg (PA) Hospital  
 Champlain College  
 Champlain Mill Associates  
 Champlain Oil Company, Inc.  
 Chapin Manufacturing Works Inc.  
 Chase and Sons, Inc. (Chase  
 Corporation)  
 Chelsea Drum Company, Inc.  
 ChemCentral Corporation  
 Chemical Design, Inc.

Chemical Leaman Tank  
 Lines, Inc. (Quality  
 Carriers, Inc.)  
 Chemlawn Services Corp  
 Chemtron Corporation  
 Chemung Ford  
 Chevron Environmental  
 Management Company  
 Chicago Pneumatic Tool  
 Company  
 Chicago Rivet & Machine  
 Company  
 Chronium Corporation  
 (GAF Materials  
 Corporation)  
 Church & Dwight  
 Company, Inc.  
 CITGO Petroleum  
 Corporation  
 City of Burlington  
 City of Canandaigua  
 City of Dunkirk  
 City of Erie  
 City of Hagerstown -  
 Water Pollution  
 City of Ithaca  
 City of Lockport  
 City of Peekskill, Industrial  
 Development Agency  
 City of Rochester  
 City of Stow  
 City of Syracuse & School  
 District of Syracuse  
 City of Watervliet  
 City of Winooski  
 City School District of  
 Batavia  
 CJ Winter Machine Works  
 Inc. (parent company  
 :Brinkman International  
 Group, Inc.)  
 Clark Grave Vault  
 Corporation  
 Clark Reliance  
 Corporation  
 Clark-Brant Garage, Inc.  
 Clarke Checks (n/k/a  
 Harland Clarke  
 Corporation)  
 Classic Automobile  
 Clifton Park Ambulance  
 Corps (d/b/a Clifton Park-  
 Halfmoon Emergency  
 Corps. Inc.  
 Closure Systems  
 International Packaging  
 Machinery Inc.

CM Laboratories, Inc.  
 Cobco Realty, Inc.  
 Coca-Cola Bottling Company  
 Cognis  
 Coleco Industries Inc. (n/k/a  
 Hasbro, Inc.)  
 Colgate University  
 Colgate-Palmolive Company  
 College of New Jersey  
 Columbia Analytical Services, Inc.  
 Columbus McKinnon Corporation  
 Colussy Chevrolet  
 Combined Properties, Inc.  
 Compliance Services (Stepan  
 Company)  
 Compression Polymers  
 Conax Technologies (Conax  
 Corp.)  
 Conestoga County Club  
 Conestoga Wood Specialties  
 Corporation  
 Connecticut Department of  
 Transportation  
 Consarc Corporation  
 Consolidated Edison Company  
 Consolidated Rail Corporation  
 Consolidated Water Conditioning  
 Constellation Wire  
 Construction Specialties, Inc.  
 Consumers Energy Company  
 Contel of New York, Inc. (Verizon)  
 Contemporary Ceilings Inc. c/o  
 Linear Lighting Corporation  
 Continental Airlines (United  
 Airlines)  
 Cooley Corporation  
 Cooper Industries  
 Cooper Power Systems (CBE  
 Services/Cooper Industries)  
 CooperVision Inc. and UCO  
 Optics, Inc. (The Cooper  
 Companies)  
 Corbin Russwin, Inc.  
 Cornelious Architectural (Forms +  
 Surfaces, Inc.)  
 Cornell University, Environmental  
 Health and Safety  
 Corning Inc. and Optical Filter  
 Corporation  
 Corro Therm, Inc.  
 Corry Contract, Inc.  
 County of Dutchess  
 County of Norfolk  
 County of Oneida  
 County of Onondaga  
 County of Ulster

County of Warren  
Courtesy Used Vehicles Sales &  
Service, Inc.  
CPAC, Inc.  
CPBOURG, Inc.  
CPS Technologies Corporation  
Craig Adhesives & Coatings  
CRAMCO, Inc.  
Cranston Print Works Company  
Creative Pultrusions, Inc.  
Crosby Company  
Crosman Corporation  
CSM Machine Products  
CSX Transportation, Inc.  
CTSFabritech & CTS Fabri-Tek  
(CTS Corporation)  
Culligan Lincoln Mercury  
Cumberland Farms  
CUNO Incorporated  
Curry Chevrolet d/b/a Curry  
Chevrolet Sales & Services, Inc.  
Curtiss-Wright Corporation  
Custom Alloy Corporation  
Custom Industrial Processing, Inc.  
Cutting Motors  
CW Marsh Company  
CWM Chemical Services, Inc.  
Cyril-Scott Company  
Cyro Industries  
D.A. Collins Construction  
Company, Inc.  
D.A. Stuart Company now a  
subsidiary of Houghton  
International Inc.  
Daimler Buses North America  
Dallas Airmotive, Inc.  
Dal-Tile Corporation  
Daniel Boone High School  
Dare Products, Inc.  
Darien High School (Darien Public  
Schools) Town of Darien  
Darlington Fabrics Div. The Moore  
Company  
Darworth Co. (Ensign-Bickford  
Industries, Inc.)  
David Clark Company Inc.  
Davidson Chevrolet, Inc.  
Day Chevrolet, Inc.  
Del Rossa Sales & Services  
Delmarva Power and Light  
Company  
Delta Electronics  
Delta Rubber Company  
Delta Sonic Carwash Systems,  
Inc.

Deluxe Check Printers Inc.  
n/k/a Deluxe Corporation  
Demakes Company Inc.  
n/k/a Demakes  
Enterprises, Inc.  
Derrick Corporation  
Design Label  
Manufacturing Inc.  
Despatch Industries Inc.  
Diamond Packaging  
Diamond Sparkler  
Manufacturing (B.J. Alan  
Company Phantom  
Fireworks)  
Diane Harbert  
Diocese of Rochester  
Dixie Graphics  
Dolomite Products  
Company, Inc.  
Don Allen Chevrolet  
Don Davis Auto World  
Donsco, Inc.  
Downward Hydraulics, Inc.  
Doylestown Hospital  
Dr. Pepper Sanpple Group  
(Cadbury Beverages,  
Cadbury Schweppes)  
DRESSER INDUSTRIES /  
DII Industries, LLC  
(Halliburton)  
Dresser Industries  
Incorporated n/k/a DII  
Industries, LLC (incl.  
Worthington Compressor)  
DRESSER RAND on  
behalf of DII Industries,  
LLC  
Dri-Air Industries, Inc.  
Drivers Village, Inc.  
DSM Pharma Chemicals  
North America, Inc.  
DTR Industries, Inc.  
Dualite, Inc.  
Dubilier Realty (formerly  
York Capacitor)  
Ducan Galvanizing  
Duclos Corp. Gladding-  
Hearn Shipbuilding  
Eagle Comtronics, Inc.  
Eagle Ottawa LLC (Eagle  
Ottawa Leather Company)  
East Ridge High School  
c/o Irondequoit School  
District  
Eastern Maine Medical  
Center

Eastman Kodak Company (NPEC,  
Inc.)  
Easton Stamping  
Eaton Corporation  
ECR International  
Ed Shults Chevrolet, Inc.  
EDCO Products, Inc.  
Eggers Industries, Inc.  
EGR Products Company  
EHV-Weidmann Industries, Inc.  
Eire Hard Chrome, Inc.  
ELCO Corporation (n/k/a AVX  
Corporation)  
Elderlee Incorporated  
Eldre Corporation  
Electric Materials Company  
(United Stars, Inc.)  
Electrisola, Inc.  
Electromet Corporation  
Electronic Navigation Industries  
n/k/a MKS Instruments  
Electronic Products, Inc.  
Elk Run Coal Company, Inc.  
Elm Chevrolet Company, Inc.  
Elrae Industries, Inc.  
EMCO Wheaton USA Inc.  
Emerson Electric Company  
Emerson Quiet Kool Corporation  
(Halperin Battaglia Raicht, LLP)  
Emporium Specialties Company  
Inc.  
Emsco, Inc.  
Emulsitone Company  
Endine Incorporated  
Energy North  
Energy Sciences, Inc.  
Energy Service Group (Cameron)  
Ensign Bickford Company  
Erie Engineered Products, Inc.  
Ernie's Auto Repair  
Esco, Inc.  
Espey Mfg & Electronics Corp.  
Estate of Erwin L. Duryea  
Ethan Allen Incorporated  
Ethox International, Inc.  
Ethyl Corporation  
Evans Group, Inc.  
Eveready Battery Company  
Excel Precision, Inc.  
Excello Developments, Inc.  
Excello Textron  
Exel, Inc.  
Exolon-ESK, Company  
Factory Mutual Insurance  
Company  
Fairbank Scales, Inc.

Fairchild Semiconductor Corporation  
Fairport Municipal Commission  
Fairway Ford Lincoln Mercury n/k/a Bradford Fairway Sales & Leasing Inc.  
Family Mutual Bank  
Fancher Chair Company Inc.  
Farm Credit of Western New York, ACA  
Farrell Corporation  
Fasco Controls  
Federal Cartridge Company (Federal Premium Ammunition)  
Federal Reserve Bank of Boston  
Feduke Ford, Inc.  
Felix Schoeller Technical Papers, Inc.  
Ferguson Electric Construction Company, Inc.  
Fermi Research Alliance, LLC  
Ferro Corporation  
Fiber Char Corporation  
Fimble Door Corporation  
Finishing Systems  
Fiore Bus Service, Inc. (Atlantic Express Transportation Corporation)  
Firestone / Bridgestone Retail Operations  
Firmenich Incorporated  
First Eastern Bank c/o PNC Bank  
Fisher Price Toys  
Fisher Scientific Co, LLC  
Fitzsimmons Hydraulics, Inc.  
Flach Industries, Inc.  
Fletcher Allen Healthcare, Inc.  
Flex-A-Seal, Inc.  
FLEXcon Company, Inc.  
Flexible Circuits, Inc.  
Flexo Transparent, Inc.  
Flint Group Incorporated  
Flint Public Library (Town of North Reading)  
Fluid Energy Processing  
FMC Corporation  
FN Burt Company (Burt Rigid Box Inc.)  
Foamex International, Inc.  
Forbes Products Corporation (RSMD Unlimited, LTD)  
Ford Motor Company  
Forest Corporation  
Formosa Plastics Corporation  
Foseco Metallurgical, Inc.  
Foster Forbes Glass

Foster Motors, Inc.  
Framingham Welding and Engineering Corporation  
Frazer & Jones Company  
Fred Walker  
Frequency Electronics, Inc.  
Frick Company  
Frontier Hot Dip Galvanizing, Inc.  
FSI International, Inc.  
Fulton City School District  
G W Plastic, Inc.  
G&F Industries, Inc.  
G.W. Lisk Co. Inc.  
Garlock Bearings (EnPro Industries, Inc.)  
Garvey Corporation  
Gary Miller Dodge, Inc.  
Gates Albert (parent company: Brinkman International Group, Inc.)  
Brinkman Int'l Group, includes CJ Winters & Gates Albert - CJ Winters  
Geiger Bros  
General Cable Company  
General Machine Corp. (Schiller Pfeiffer Machine Div. of General Machine Corp.)  
General Mills  
Genesee County Highway Department (County of Genesee)  
Genesee Valley BOCES  
Geneseo School District  
Garage  
Geneva City School District  
Gentex Corporation  
Genuine Parts Company  
d/b/a NAPA AUTOPARTS  
George Industries, Inc.  
George Washington University  
George's Collision, Inc.  
Georgetown University  
Georgia-Pacific, LLC  
Getinge Castle  
Giant Food, LLC (Sherin and Lodgen, LLP)  
Gibraltar Industries, Inc.  
Gichner Systems Group, Inc.  
Gillette Company

GJ Chemical Company  
Glass Fab Inc.  
GlaxoSmithKline LLC  
Gleason Avery  
Gleason Works  
Glens Falls Toyota  
Glider Oil Company Inc.  
Global Petroleum Corporation  
Globe Newspaper Company (The New York Times Company)  
Goldstein Chrysler Plymouth  
GoodYear Tire & Rubber Company  
Goss Incorporated  
Gould Electronics, Inc.  
Gowanda Electronics Corporation  
Graham Manufacturing Company  
Grand Island Central School District  
Grand Island Transit Corporation  
d/b/a GRAND TOURS/RIDGE ROAD EXPRESS (R. Thomas Weeks)  
Grand View Hospital  
Graphic Arts Finishers  
Graphic Controls Corp (Tyco International)  
Great Lakes Carbon Corporation (SGL Carbon, LLC)  
Greatbatch, Ltd.  
Greece Central School District  
Green Mountain Power Corporation  
Greene Central School District  
Greenheck Fan Corporation  
Greif  
Grimes Aerospace Company (Honeywell)  
GTE Operations Support Inc. (Verizon)  
Gunlocke (HNI Corp.)  
Guthrie Health Care Systems  
H & R Construction Parts & Equipment, Inc.  
H & V Body & Fender n/k/a H&V Collision Center  
H. H. Robertson Company (n/k/a NCI Building Systems, Inc.)  
H.B. Ives (n/k/a Ingersoll Rand)  
H.E. Sargent  
H.H. Arnold Company, Inc.  
Habasit America  
Halliburton  
Hallmark Health Systems, Inc.  
Halocarbon Products Corporation  
Hamilton Printing Company, Inc.

Hamilton's Body Shop  
Hampden Engineering Corporation  
Handy & Harman ( Handy &  
Harman Electronic Materials  
Corporation)  
Hannon Company  
Harbor Place Marine Sales, Inc.  
Harbour Industries Incorporated  
Har-Conn Chrome Company  
Hardinge Brothers Incorporated  
Hardinge Technology Systems,  
Inc.  
Harold Wood Company, Inc.  
Harris Corporation  
Harrisburg International Airport  
Harry C. Crooker & Sons, Inc.  
Harry Miller Corporation  
Hartford County, Maryland  
Hasbro, Inc.  
Hauerford College  
Hawk Frame & Axle, Inc.  
Hayden Environmental Group, Inc.  
Hayward Tyler, Inc.  
Hazelett Strip Casting Corporation  
Hazelton Area School District  
Hazelton St. Joseph Medical  
Center  
Heatbath Corporation  
Helvoet Pharma n/k/a Datwyler  
Pharma Packaging USA Inc.  
Henkel Technologies (Henkel  
Corporation)  
Heraeus Cermalloy, Inc. n/k/a  
Heraeus Precious Metals North  
American Conshohocken LLC  
Heritage Management (Heritage  
Estates of Lockport)  
Hertz Corporation  
Hess Corporation  
Heublein Spirits c/o Diageo North  
America, Inc. (successor)  
Hewlett-Packard Company  
Hews Company, LLC  
Hi Tech Plating, Inc.  
High Liner Foods (USA), Inc.  
High Mills Garage  
Highland Hospital  
Hill Martin Corporation  
Hilton Central School  
Hi-Tech Steel Treating, Inc.  
HNI, Inc. / Gunlocke Company  
    Corry Hiebert Corporation  
    Corry Jamestown/Boyers  
Holland USA, Inc.  
Hollingsworth & Vose Company

Holman Automotive  
Group, Inc. on behalf of  
RMP  
Holtz House of Vehicles,  
Inc.  
Homasote Company  
Honeywell  
Honeywell International  
Inc. (Allied Signal-  
Fluoglas Division)  
Horseheads Central  
School District  
Hoselton Chrysler, Inc.  
Hub Folding Box Co.  
Hudson Development  
Corporation  
Huhtamaki Consumer  
Packaging, Inc.  
Huhtamaki Company  
HULS AMERICA n/k/a  
(Evonik Degussa  
Corporation)  
Hunter Truck Center, Inc.  
Hussey Seating Company  
Hydro Acoustics, Inc.  
ICI Americas, Inc.  
(AstraZeneca)  
Ide Pontiac Honda, Inc.  
Ideal Tap Company, Inc.  
II Stanley Company, Inc.  
IKEA  
Imaging and Sensing  
Technology Corporation  
Imperial Nurseries, Inc.  
Indalex, Inc.  
Indium Corporation of  
America  
Inductotherm Corporation  
Industrial Components  
Division, Inc.  
Industrial Sensor, Inc.  
n/k/a Gefran Inc.  
Industrial Towel & Uniform  
Inertia Dynamics  
Inficon, Inc.  
Ingersoll Rand Company  
Inland Craft Products  
Inolex  
Insulating Materials, Inc.  
(Von Roll)  
Insultab, Inc.  
Interface Fabric, Inc.  
International Flavors &  
Fragrances, Inc.

International Manufacturing  
Services, Inc.  
International Metal Reclamation  
Company  
International Paint LLC  
International Paper Company  
INX International Ink Company  
Irvin Tissue, Inc.  
Iskar Metals, Inc.  
Isola Laminate Systems (Isola  
USA Corp.)  
Ithaco Space Systems  
ITT Commercial Finance and  
Kentucky Carbon  
ITT Corporation  
ITT Standard Company n/k/a ITT  
Corporation  
ITW Philadelphia Resins  
IWG Camden Wire Company  
J A McDonald, Inc.  
J.C. Penney Corporation  
J.H. Maxymillian, Inc.  
J.I. Morris Company  
J.O. Cook, Inc.  
Jack McNerney Chevrolet, Inc.  
Jack Sullivan Chevrolet, Inc.  
Jamestown Electro Plating Works,  
Inc.  
Jefferson County  
Jeol Usa, Inc.  
Jewish Federation of Greater  
Philadelphia  
JHR Biosciences  
Jim C. Hamer Company  
Jim Lupient Oldsmobile n/k/a  
Lupient Buick GMC  
Joe Basil Chevrolet, Inc.  
Joe Pietryka Incorporated  
John C. Heinrich  
John Crane North America  
John H. Harland Company n/k/a  
Harland Clarke Corporation  
John Naretto Buick, Inc.  
John S. MacNeill, Jr., P.E.  
Johns Hopkins University  
Johnson & Johnson, and its  
subsidiaries, Ethicon, Inc.,  
Johnson & Johnson Services Inc.  
(as successor to Critikon, Inc.) and  
Johnson & Johnson Health Care  
Systems Inc. (as successor to  
Johnson & Johnson Products, Inc.)  
Johnson Controls, Inc.  
Johnson Matthey, Inc.  
Johnson State College  
Jones Memorial Hospital

Jordan Marsh Company (Macy's Corporate Services)  
 Jordan Milton (Southworth-Milton, Inc.)  
 Joseph R. Kashmer  
 Jrlon, Inc.  
 K&H Industries  
 Kadet Products, Inc.  
 Kalipharma (Actavis Elizabeth, LLC as successor in interest)  
 Kane Manufacturing Corporation  
 Kanthal Corporation  
 Kardon Toyota Corporation (Toyota & Scion of Runnemedede)  
 Kason Industries Inc.  
 K-B Plating, Inc.  
 Keeney Manufacturing Company  
 Kenmore - Town of Tonawanda  
 Union Free School District  
 Kenmore Mercy Hospital  
 Kennametal, Inc.  
 Kennedy Valve  
 Kenny Ross Chevrolet, Inc.  
 Keyser Cadillac  
 Keystone Corp  
 King Industries  
 King Road Materials  
 Kingsbury, Inc.  
 Kirsopp Body Shop  
 Klarmann Rulings, Inc.  
 Kling Brothers Auto Service Inc.  
 Knowles Industrial Services Corp.  
 Knox County Community Hospital  
 KOA Speer Electronics, Inc.  
 Koch Body Shop (Peter Koch Chrysler-Dodge-Jeep)  
 Koch Metal Spinning Co, Inc.  
 Koike Aronson, Inc.  
 Konica Minolta Graphic Imaging  
 Koppers Company (Beazer East, Inc.)  
 Kraft Foods Global, Inc.  
 Kraft SS Pierce Food Service n/k/a  
 U.S. Foods, Inc.  
 Kunkles Service, Inc.  
 L.L. Bean, Inc.  
 L-3 Communications Electron Devices  
 L-3 Communications ESSCO, Inc.  
 Label Systems Corporation (n/k/a Label Systems, Inc.)  
 Lach Diamond, Inc.  
 Lackawanna Municipal Housing Authority  
 Lake Shore Properties, Inc.  
 Lancaster Laboratories

Landmark College, Inc.  
 Landowner of Royal Ave & 47th Street, Niagara Falls, NY  
 Lankenau Hospital (Lankenau Medical Center)  
 Lannett Company  
 Lanxess Sybron Chemicals, Inc.  
 Lapp Insulators LLC  
 Laub International, Inc.  
 Lawnell Farms a/k/a  
 Lawnel Farms, Inc.  
 Lawrence Eagle Tribune (Newspaper Holdings, Inc.)  
 LD McCauley, Inc. (McGard LLC)  
 LDD Corporation  
 Leach Company  
 LeChase Construction Services, LLC  
 LeChase Real Estate Associates  
 Ledco, Inc.  
 Lee Hospital  
 Lehigh Hanson, Inc. (Hanson Aggregates)  
 Leviton Manufacturing  
 Liberty Copper & Wire / Magnetek, Inc.  
 Life Industries Corporation  
 Lighting Services, Inc.  
 Lightolier  
 Limco Airepair, Inc.  
 Lincoln Electric  
 Liquid Transport Corporation  
 Lite Metals Company  
 Litee Welding & Cutting Systems - n/k/a ESAB  
 Welding & Cutting  
 Liverpool World Car Corporation  
 Lockport City School District  
 Lockport Memorial Hospital  
 Londonderry School District  
 Loos and Company, Inc.  
 Loram Maintenance of Way, Inc.  
 Lord Corporation

Lovejoy Tool Company, Inc.  
 Lubrizol Corporation  
 Lyn Contracting Company  
 Lytron, Inc.  
 M & R Industries, Inc. (Markin Dynamic Tubing Solutions)  
 M A Bruder & Sons, Inc. c/o The Sherwin-Williams Company as successor-in-interest by merger.  
 M R C Bearing (n/k/a SKF USA Inc.)  
 M&R Industries Inc.-Markin Tubing LP  
 Maaco Franchising, Inc.  
 Macks Collision Service  
 Mac-Tac (Bemis)  
 Magnesium Elektron, Inc.  
 Magtrol, Inc.  
 Maguire Ford Lincoln  
 Maguire Properties, Inc.  
 Maine Yankee Atomic Power Company  
 Malcolm Pirnie, Inc.  
 Manchester Body Shop  
 Manchester Marine Corporation  
 Manitou Construction  
 Manth-Brownell  
 Marcellus School District  
 Marion Central Schools  
 Marion Company, Inc.  
 Mark J. Newton and Company  
 Markel Corporation  
 Marsellus Casket Company  
 Marshalls of MA, Inc.  
 Martin Transport, Inc. as successor in interest to Mississippi Chemical Express.  
 Mary Hitchcock Memorial Hospital  
 Mary Juba (Deceased)  
 Masland Industries (Lear Corporation)  
 Masonic Medical Research Laboratory  
 Massachusetts Bay Transportation Authority  
 Massachusetts DPCO (Commonwealth of Massachusetts)  
 Massachusetts Truck Refrigeration Service  
 Massena Central School District  
 Massey Buick, Inc.  
 Mass-Vac Inc  
 Masters Machine Company  
 Mastro Graphics Arts, Inc.

Matheson Division Searle Med Products  
Mattel/Fisher Price  
Matthews Pontiac  
MC Chemical n/k/a M.C. Products Corporation  
McAlpin Industries  
McCourt Label Company  
McCrackin Ford, Inc.  
McKesson Corporation  
McLeod Holding Co., Inc. (formerly McLeod Belting Co., Inc. and PAGE BELTING COMPANY a dissolved corporation) and McLeod Belting Co., Inc. (formerly JMA Acquisition Company, Inc.) and Page Belting Company, Inc. (formerly Coen Belting Corporation)  
McMinn Oldsmobile, Inc.  
McWilliams Forge  
Meadville Forging Company  
Meadville Plating Company, Inc.  
MeadWestvaco Corporation  
Medin Metals (n/k/a Medin Corporation)  
Medusa Cement Inc. (n/k/a CEMEX)  
Meggitt Aircraft Braking Systems  
Melanson Company, Inc.  
Mele Companies, Inc.  
Meller Optics, Inc.  
Mentholatum Company  
Mercury Aircraft Inc.  
Mercury Wire Products, Inc.  
Mercy Hospital  
Meridian Products  
Merrimac Industries, Inc.  
Metal Cladding, Inc.  
Metal Coatings International, Inc.  
Metal Container Corporation  
Metal Finishing Technologies, Inc.  
Metal Flex Welded Bellows, Inc.  
Metal Powder Products  
Metal Strip of New England  
Metex Technical Products (Metex Mfg Corp)  
Metro North Commuter Railroad Company  
Meyercord a former subsidiary of Illinois Tool Works Inc.  
Michigan State University  
Micro Measurements n/k/a Vishay Measurements Group, Inc.  
Microbac Laboratories, Inc.  
Microtech, Inc.

Microwave Filer Company, Inc.  
Mid Valley Oil (Drake Petroleum Company, Inc.)  
Midland Color (INX International Ink Company  
Mike Barnard  
Mike Smith Buick Pontiac GMC, Inc.  
Milacron  
Milco Industries, Inc.  
Mill Max Manufacturing Corporation  
Miller Brewing  
Miller Sandblasting & Painting, Inc.  
Miller Transporters, Inc.  
Miller-Stephenson Chemical Company, Inc.  
Millipore-Waters Association  
Mine Safety Appliances Company, Inc.  
Mintzer Brothers Inc. n/k/a Edward M. and Allen S. Gartner Partnership, LLP  
Modern Disposal Services, Inc.  
ModuForm, Inc.  
Mohawk Fine Papers, Inc.  
Mohawk Finishing Products  
Mohawk Honda  
Molded Fiber Glass Tray Company  
Momentive Speciality Chemicals, Inc. (Hexion Specialty Chemicals, Inc.)  
Monoco Coach Corporation  
Monroe Community College  
Monroe Community Hospital  
Monroe Litho (R.R. Donnelley)  
Monsanto Company  
Montrose High School (Montrose Area School District)  
Moog, Inc. on behalf of itself and on behalf of Clifton Precision, KDI Electric-TRC Corp.;  
Mooney Chemicals/OM Group Inc.

Moore Business Forms, Inc. (RR Donnelley)  
Moore Products (Siemens Energy and Automation Inc.)  
Morgan Advanced Materials & Technologies, Inc. f/k/a Pure Carbon Company (Morganite Industries Inc.  
Morgan Corporation  
Morgan Electro Ceramics  
Morgan Services Inc.  
Morganite Industries Inc.  
Morris Ford, Inc. d/b/a Morris Ford-Mercury, Inc.  
Morrisville Motors  
Morton International (n/k/a Morton Thiokol)  
Morton Thiokol (Rohm and Haas Company)  
Moses Taylor Hospital  
Motorola Solutions, Inc.  
MRC Bearings (SKF USA, Inc.)  
Mt. Mansfield Union School District  
MTD Products d/b/a Midwest Industries  
Muller Martini Corporation  
Murdock Webbing Co., Inc.  
Murray Corporation  
Museum of Fine Arts, Boston  
Muskegon Piston Ring Company  
N.C. Industries, Inc.  
Nalge Nunc International (Thermo Fisher Scientific)  
Nasco Automotive Machine, Inc.  
Nashua Corp. (Cenveo)  
National Audubon Society, Inc.  
National Bank and Trust Co  
National Fuel Gas Distribution Corporation  
NATIONAL GRID (incl. Niagara Mohawk Power Corp.; NRG Oswego Harbour Power; & Nine Mile Point Nuclear Power Station)  
National Offset Supply Printing  
National Railroad Passenger Corporation (Amtrak)  
National School Bus Service  
National Semiconductor Corporation  
National Starch and Chemical Corporation (Henkel Corporation)  
Nationwide Circuits, Inc.  
Natures Bounty Inc (NBTY)  
Naugatuck Glass Company  
Nautel Maine, Inc.  
NCI Building Systems

NCR Corporation  
 Neptco  
 Nesbitt Memorial Hospital  
 Nestle Purina PetCare Company  
 Nestle USA, Inc.  
 New Brunswick Plating  
 New England Country Silver  
 New England Newspaper Supply  
 Company, Inc.  
 New Hampshire Ball Bearings  
 New Holland Custom Woodwork,  
 Ltd.  
 New Method Plating Company,  
 Inc.  
 New Penn Motor Express, Inc.  
 New Standard Corporation  
 New York State Education  
 Department  
 New York State Office of Parks  
 New York State Thruway Authority  
 New York Susquehanna Western  
 Trail (Delaware Otsego Corp)  
 Newark Central School District  
 Newcomb Motors, Inc.  
 Newcut, Inc.  
 Newfane Central School District  
 Newhouse Broadcasting  
 Corporation  
 Newport Rochester, Inc.  
 Nexans, Inc. (Berk-Tek)  
 Niagara Falls Water Board  
 Niagara Frontier Food Terminal,  
 Inc.  
 Niagara Frontier Transportation  
 Authority  
 Niagara Transformer Group  
 Niagara Wheatfield Central School  
 District  
 Niagra Fiberglass, Inc.  
 Nick's Garage, Inc.  
 NL INDUSTRIES, INC.; Kronos  
 (US), Inc.; Kronos Worldwide, Inc.;  
 and Rheox International, Inc.  
 NMTC, Inc.  
 Noramapac Industries, Inc.  
 Norfolk Southern Railway  
 Company  
 North American Hoganas, Inc.  
 North Coast Container Corporation  
 North County Imports, Inc.  
 North Greece Fire District  
 North Jersey District Water Supply  
 Commission  
 North Penn Community Health  
 Foundation

North Shore Laboratories  
 Corporation  
 North Shore University  
 Hospital f/k/a North Shore  
 Hospital n/k/a North Shore  
 Long Island Jewish Health  
 Systems  
 North Syracuse Central  
 Schools  
 Northeast Collision II  
 Northeast Machine &  
 Motor Supply, Inc.  
 Northeast Utilities,  
 including Northeast  
 Utilities Service Company;  
 Connecticut Yankee  
 Atomic Power Company;  
 The Connecticut Light and  
 Power Company; Western  
 Massachusetts Electric  
 Company; Public Service  
 Company of New  
 Hampshire; and NSTAR  
 Electric Company.  
 Northland Refrigeration  
 Company  
 Northrop Grumman  
 Northwest Airlines, Inc.  
 Northwest Medical Center  
 Norwich University  
 Noteworthy Company  
 Noxell Corporation  
 Nu-Look Collision, Inc.  
 Nycos Minerals, Inc.  
 NYES JAP ENERGY LAC  
 INC. c/o Pace Industries  
 LLC on behalf of Leggett  
 and Platt  
 NYSEG/RG&E (Rochester  
 Gas & Electric)  
 O & S Research, Inc.  
 O.W. Hubbell & Sons Inc.  
 Oak Mistui Inc.  
 Oakmont Country Club  
 Oatey Company  
 Ocker & Trapp, Inc.  
 O'Connor Constructors  
 Ogden Newspapers of  
 New York, Inc.  
 Ohio Brass Division of  
 Hubbell Power Systems,  
 Inc.  
 Ohio Fabricators Company  
 Okonite Company  
 O'Leary Paint

Oliva Construction Company  
 OMNOVA Solutions, Inc.  
 O-N Minerals Company  
 Oneida County  
 Oneida Lake Petroleum  
 Corporation  
 Ontario Foods (n/k/a Associated  
 Brands)  
 Ontario Knife Company  
 Opmat Company, Inc.  
 Optometrics Corporation  
 Orange and Rockland Utilities, Inc.  
 Orion Bus Industries Inc. (n/k/a  
 DaimlerChrysler Commercial  
 Buses North America)  
 OSM Corporation  
 Oswego County  
 Oswego County BOCES  
 Otis Elevator Company  
 Outokumpu American Brass (f/k/a  
 Luvata Buffalo) n/k/a Aurubis  
 Buffalo, Inc.  
 Overlook Hospital  
 OW Hubbell  
 Owens Corning  
 Owens-Illinois, Inc.  
 P.C.I. Paper Conversions, Inc.  
 P.D. Circuits, Inc.  
 P.J. Wallbank Springs, Inc.  
 Package Pavement Company, Inc.  
 Paco Pharmaceutical Services,  
 Inc. (West)  
 Pactiv Corporation  
 Pak2000, Inc.  
 Pall Trinity Micro Corporation (Pall  
 Corporation)  
 Palmerton Area School District  
 Pan Technology, Inc.  
 Pannier Corporation  
 Pappas Management Corporation  
 Par-K Enterprises, Inc.  
 Parker Hannifin Corporation  
 Parker Precision Products  
 Company  
 Pass and Seymour, Inc.  
 Passaic Engraving Company, Inc.  
 Patterson-Kelley Company  
 Pawling Corporation  
 PBM Nutritionals, LLC  
 PCC Airfoils, LLC  
 PCO Terminal Facility  
 Peabody International (Tenneco  
 Automotive)  
 Peekskill City School District  
 Peko Precision Products  
 Pemberton Fabricators

Penfield Central School District  
 Penn Machine Company  
 Pennsylvania Department of  
 Environmental Resources  
 (PADER)  
 Penn-Trafford School District  
 Pentron Inc. (Kerr Corporation)  
 Perfection Finishers, Inc.  
 Perlmutter Printing n/k/a Angstrom  
 Graphics  
 Perrigo NY  
 Perry Nuclear Power Plant /  
 FirstEnergy Nuclear Operating  
 Company  
 Petrella Bros. Auto Body (John M.  
 and Robert A. Petrella)  
 Pfaudler, Inc.  
 Pfizer Inc.  
 PHB Polymeric  
 Phelps Dodge Specialty Copper  
 Products Company (Freeport-  
 McMoRan Copper & Gold)  
 Phil Fitts Ford, Inc.  
 Philips Electronics of America  
 Philips Lighting Company  
 Philips Ultrasound  
 Phillips Andover Academy  
 Phonon Corporation  
 Pierce Corporation  
 Pike Industries  
 Pikur Enterprise Inc. (incorrectly  
 named as PIKUR AUTO BODY)  
 n/k/a Chembro Inc.  
 Pioneer Plastics Corporation  
 Pirelli Cables & Systems, LLC  
 (Prysmian Power Cables)  
 Pittsford Auto Sales (Mike  
 Blanchard)  
 Pivot Punch  
 Pizzagalli Construction Company  
 Plainville Plating Company, Inc.  
 Plastek Industries  
 Plating For Electronics, Inc.  
 Plating, Inc.  
 Plattco Corporation  
 Plum Street Associates, Inc.  
 Poly-Metal Finishing, Inc.  
 Polymetrics, Inc.  
 Polysar, Inc. (Nova Chemicals,  
 Inc.)  
 Port City Collision  
 Portec Rail Products, Inc.  
 Porter Hospital Inc.  
 Post Marine Co

Pottstown Memorial  
 Hospital n/k/a PMCC Over  
 Corporation (PMMC Over  
 Liquidation, LLC)  
 Pottsville Hospital Center  
 (Schuylkill Medical Center)  
 Power Authority of the  
 State of New York  
 Power Equipment  
 Company  
 Powers Mfg Division of  
 Emhart (Emhart Glass  
 Mfg, Inc.)  
 Powertex, Inc.  
 PPG Industries  
 Praxair, Inc.  
 Precious Plate, Inc.  
 Precision Casparts  
 Corporation (on behalf of  
 PCC Airfoils, LLC)  
 Precision Coating  
 Company, Inc.  
 Precision Defense  
 Services, Inc.  
 Pressure Chemical  
 Company  
 Prestolite Electric, Inc.  
 Pride Manufacturing  
 Company, LLC  
 Princeton University  
 Process Engineering, Inc.  
 (Chart Industries, Inc.)  
 Procino Plating, Inc.  
 Proctor Silex (Hamilton  
 Beach)  
 Production Products  
 Company (PPC) n/k/a  
 John Mezzalingua  
 Associates  
 Products Finishing, Inc.  
 Protective Closures  
 Company  
 PSR Press (Edwin Mellen  
 Press)  
 Public Service Electric &  
 Gas Company n/k/a PSEG  
 Fossil, LLC  
 Pullman Power Products  
 Corp  
 Quaker City Motor Parts  
 Company  
 Quality Carriers, Inc.  
 Queen City Printers, Inc.  
 Queen Cutlery Company  
 R.E. Chapman Company  
 R.P. Adams

Rabbit Hutch Associates LLC  
 Radax Industries, Inc.  
 Raines Imports, Inc.  
 Ralston Press, Inc.  
 Ramapo Catskill Library System  
 Ranbar Electrical Materials, Inc.  
 Randolph Central School District  
 Randolph Engineering, Inc.  
 Randy & Bob's Auto Body II, Inc.  
 Ranger Plant Constructional  
 Company, Inc.  
 Ransomes, Inc.  
 Raymond Corporation  
 Raymond Lechase Incorporated  
 RD Specialties, Inc.  
 Rebco, Inc.  
 Reckitt Benckiser Inc.  
 Recochem Inc.  
 Reflek Manufacturing, Inc.  
 Refrigerated Transport Electronics  
 (RTE)  
 Reilly Plating Company, Inc.  
 Remington Arms-Sporting Goods  
 Property c/o E.I. DuPont De  
 Nemours & Company  
 REM-tronics, Inc.  
 Renold, Inc.  
 Revere Copper Products, Inc.  
 Rexam, Inc.  
 Rexnord Industries, LLC  
 RH Fowler Inc.  
 Rheem Manufacturing Company  
 Rhode Island Public Transit  
 Authority  
 Rice and Holman Ford (Holman  
 Ford)  
 Ricerca (ISK Americas Inc)  
 Rich Products Corp.  
 Richard's Corporation  
 Richland Shoe Company  
 Riehle Chevrolet, Inc.  
 Riverside Chemical Company, Inc.  
 Riverwood International n/k/a  
 Graphic Packaging International  
 Inc.  
 Roadway Express, Inc.  
 Roar Industries  
 Robert W. Mead  
 Roberts & Carlson, Inc.  
 Roberts-Gordon, LLC  
 Rochester City School District  
 Service Center  
 Rochester General Hospital  
 (ViaHealth Corporate)  
 Rochester Institute of Technology  
 Rochester Lumber Company

Rochester Overnight Plating, LLC  
 Rochester Telephone n/k/a  
 Frontier Communications  
 Rochester, City of (G.B. of New  
 York, Inc.)  
 Rochester-Genesee Regional  
 Transportation Authority  
 Rocky Brands - Endicott Johnson  
 Rohrich Cadillac Toyota  
 Rome Sentinel Company  
 Ronnies Body Shop  
 Ronson Aviation, Inc.  
 Roscoe Jordan  
 Ross Engineering Company  
 Rotadyne/Polycaster Technologies  
 Rototec Engraving Corp. a/k/a  
 Roth Tec Engraving Corp.  
 Rotork Controls, Inc.  
 Roy Bros, Inc.  
 RSR Group Inc., as successor in  
 interest to RSR WHOLESAL  
 GUNS INC.  
 Rutgers Organics Corporation on  
 behalf of Ruetgers Nease  
 Chemical Company  
 Ryder Truck Rental  
 Ryder's Cove Boatyard  
 Rye Playland Park (Westchester  
 County, NY)  
 S.B. Collins, Inc.  
 S.E.B.P. & T. Realty Corporation  
 Sabin Metal Corporation  
 Sacred Heart Hospital  
 Saint Bonaventure University  
 Saint Clares Hospital a/k/a St.  
 Clare's Hospital  
 Saint Mary Manufacturing Corp.  
 c/o Ascension Industries, Inc.  
 Saint Mary's Medical Center  
 Saint Michael's College  
 Salt Painting, Inc.  
 Salvation Army  
 Sancap Abrasives, Inc. (SIA  
 Abrasives, Inc. USA)  
 Sanders Associates n/k/a BAE  
 Systems Information and  
 Electronic Systems Integration Inc.  
 Sandvik Materials Technology  
 a/k/a Sandvik Steel Company  
 Saputo Cheese USA, Inc.  
 Saranac Central School District  
 Sauk Valley Equipment n/k/a The  
 IFH Group, Inc.  
 SC Johnson  
 Scharr Industries, Inc. (Illinois  
 Tool Works)

Schenectady Chemicals,  
 Inc. a/k/a SI Group, Inc.  
 Schenectady Materials  
 and Process Lab n/k/a  
 M&P Labs  
 Schindler Elevator  
 Corporation  
 Schlegel Corporation  
 (n/k/a Henneges  
 Automotive)  
 Schneider National  
 Carriers, Inc.  
 Scholler, Inc.  
 Schott North America, Inc.  
 Schramm, Inc.  
 Science Source, The  
 Scientific Design  
 Company, Inc.  
 Scientific Polymer  
 Products, Inc.  
 Scott Ford, Inc.  
 Scott Paper Company  
 Scottsville Village of  
 Scranton Sewer Authority  
 Sea Gull Lighting  
 Products, L.L.C.  
 Sears Roebuck and  
 Company  
 Sebago (Daniel J.  
 Wellehan, Jr.)  
 SECO/WARWICK  
 Corporation  
 Select-Tron Industries, Inc.  
 Seneca Foods Corporation  
 Seneca Platers, Inc.  
 Seneca Printing & Label  
 (WS Packaging Group,  
 Inc.)  
 Severson Environmental  
 Services, Inc.  
 Severstal Wheeling, Inc.  
 Shelburne Museum, Inc.  
 Shelburne Shipyard  
 Shell Station (Equilon  
 Enterprises, LLC)  
 Sheltered Workshop for  
 the Disabled, Inc.  
 Sheppard "N" Enoch Pratt  
 Sherwin-Williams  
 Shippers Holding  
 Corporation  
 Shoppingtown Mall, LLC  
 Shoreline Apartments  
 Siemens Energy &  
 Automation, Inc.

Siemens Industry, Inc., Water  
 Technologies Business Unit  
 (successor in interest to  
 Continental Penfield Corporation).  
 Sifco Selective Plating  
 Sigmond Cohn Corp.  
 Signature Flight Support  
 Corporation (BBA Aviation Shared  
 Services)  
 SIHI Pumps, Inc.  
 Sika Corporation  
 Silgan Containers LLC  
 Silver King Refrigeration  
 SMD Metal Fabrication  
 Smith & Nephew, Inc.  
 Smith Meter, Inc. (FMC  
 Technologies)  
 Snyder's Garage a/k/a Bill Snyders  
 Garage  
 Solkatronic Chemical  
 Solvents Recovery Service  
 Sorrento Cheese (Lactalis  
 American Group, Inc.)  
 Sound Construction and  
 Engineering  
 South Boulevard Properties  
 South Windsor Public Schools  
 Southeast Morris County Municipal  
 Utilities Authority  
 Southern States Spencer  
 Cooperative, Inc.  
 Southland Corporation (7 Eleven,  
 Inc.)  
 Specialized Plating, Inc.  
 Specialty Manufacturing, Inc.  
 Specialty Metal Products Company  
 Specialty Packing Products  
 (Rexam, Inc.)  
 Spectrum Control, Inc.  
 Springborn Laboratories  
 (Specialized Technology  
 Resources, Inc.)  
 Springfield Township School  
 District  
 SPX CORPORATION for itself and  
 on behalf of Lightnin Mixers;  
 Lightnin; GCA Tropel; Kayes;  
 Alstrom and General Signal/New  
 York Air Brake  
 St. Agnes Hospital  
 St. John Fisher College  
 St. Joseph Medical Center  
 St. Joseph's Cemetery

St. Luke's Hospital of Bethlehem, PA d/b/a St. Luke's Hospital & Health Network (for and on behalf of its predecessor entity, ALLENTOWN OSTEOPATHIC MEDICAL CENTER) and St. Luke's Quakertown Hospital (for and on behalf of its predecessor entity, QUAKERTOWN COMMUNITY HOSPITAL)  
Stahl (USA) Inc.  
Stanadyne Corporation (Moen)  
Standard Register Company  
Stanley Tools (Stanley Black and Decker)  
Star Bronze Company, Inc.  
Star Iron Works, Inc.  
Starks Associates, Inc.  
Starpoint Central School  
State of Connecticut/Dept. of Energy & Environmental Protection  
State of New Jersey  
State of New Jersey (Dept. of Env. Protection)  
State of Pennsylvania  
State of Vermont, Dept of Environmental Conservation  
Stebbins Engineering and Manufacturing Company  
Stepan Company  
Stephens Memorial Hospital  
Sterling Sommer, Inc.  
Stone Construction Equipment, Inc.  
Stoner  
Strathmore Products, Inc.  
Stratton Corporation ((Intrawest Shared Services, Inc.)  
Strippit Incorporated  
Stroehmann Bakeries, LC  
Strong National Musuem of Play  
Struktol Company of America  
Subcon Industries (Cattaraugus County ARC)  
Suit Kote Corporation  
Sullivan Industries  
Sun Chemical Corporation on behalf of Lomac Inc.  
Sunoco/ Atlantic Refining (Sunoco, Inc.)  
Sunny Brockport  
Sunny Canton  
Sunny Geneseo (The Geneseo Foundation)  
Sunny Oneonta Bio Field Station  
Sunny Oswego

Superior Plating Company  
Susan Bates Inc. c/o  
Coats & Clark, Inc. (successor)  
Swanson Plating Company  
Swarthmore College  
Symmco, Inc.  
Synagogue Corporation  
Syracuse Executive Air Service, Inc.  
Syracuse Ladder  
Syracuse Research Corporation n/k/a SRC, Inc.  
Syracuse Supply  
Syracuse University  
T. Marzetti Company  
TAC, LLC  
Tactair Fluid Controls, Inc.  
Tannin Corporation  
Tapecon Inc.  
Tarkett  
Tate Access Floors, Inc.  
Taylor Devices, Inc.  
TD Banknorth N.A.  
Team Motor Sales, Inc. f/k/a DEWARS CAR WORLD (Team Kia)  
Tech Systems (Datron Inc)  
Teknor Apex Company  
Teleflex Medical Inc.  
Teleflex, Inc. (APS, Inc. n/k/a Airfoil Technologies International)  
Telescope Casual Furniture  
Tennant Company  
Teva Pharmaceuticals USA, Inc. f/k/a Lemmon Company  
Textron Inc. (for: Excello- Textron; Ransomes; and Airfoil Forging Textron Inc.)  
The Baker Company  
The Cambridge School of Weston, Inc.  
The Gleason Works  
The Hope Group, LLC  
The Humphrey Chemical Company, Inc. (Cambrex Corporation)  
The Montalvo Corporation

The New Monroeville Chrysler Plymouth, Inc. (Monroeville Chrysler-Jeep)  
The News Times, a Unit of Hearst Communications, Inc.  
The Nyleve Company  
The Offset House, Inc.  
The Washington Post  
The Yankee Corporation  
Thermoclad Company  
Thomas & Betts Corporation (Reznor)  
Thomas Erie, Inc.  
Three Dimensional Corp. (Three Dimensional Graphics Corp.)  
Tighe and Bond Consulting Engineers  
Tioga County Department of Public Works  
Titanium Finishing Company  
Titleist Golf Division (Acushnet Company)  
Tivoly Inc.  
Todco (Overhead Door Corporation)  
Tom Martin  
Tonawanda Tank Transport  
Topper Pontiac Buick  
Tops Markets, Inc.  
Torrington Company (IR Shared Services)  
Town of Amherst  
Town of Cheektowaga  
Town of Essex, Vermont  
Town of Greece  
Town of Hartford, Vermont  
Town of Littleton - Electric Light Dept. (Town of Littleton)  
Town of Mansfield  
Town of Middlebury  
Town of North Stonington  
Town of Ontario  
Town of Pavilion  
Town of Richmond, Vermont  
Town of Scipio, New York  
Town of St. Albans  
Town of Wheatland  
Township of Lawrence  
Trane U.S. Inc.  
Transit Towne Dodge of Greece (Doan Dodge Chrysler Jeep)  
Tremco, Inc.  
Trion Industries, Inc.  
Troy-Onic, Inc.  
Tru Weld Grating n/k/a Fisher & Ludlow Inc.

Truck-Lite Company, Inc.  
Truly Magic Products (TMP  
Technologies, Inc.)  
Tuft's University  
Tusco Manufacturing Company  
Twin Lake Chemical, Inc.  
authorized by F. Jakes  
Twin State Truck Service, Inc.  
Twinfield Union School District  
Tyco Electronics (formerly AMP  
Inc)  
Tyco Engineered Systems, Inc.  
(Tyco Electronics Corporation)  
Tyco Healthcare Group LP d/b/a  
Covidien  
U S Salt LLC  
U S Steel Corporation  
UGI Utilities, Inc. (formerly UGI  
Corporation)  
U-Haul International Inc.  
Ulano Corporation  
Ultralife Batteries  
Underwriters Laboratories Inc.  
Unifirst Corporation  
Unifrax Corporation  
Unilock, Inc.  
Union Bookbinding Company, Inc.  
Union Carbide Corporation (Dow)  
Union Memorial Hospital  
Union Switch & Signal Div. /  
American Standard, Inc. a/k/a  
Trane U.S. Inc.  
Unitank (Kinder Morgan)  
United Airlines  
United Auto Sales of Utica, Inc.  
United Foam (UFP Technologies,  
Inc.)  
United Paint and Chemical  
Corporation  
United Parcel Service, Inc.  
United Refining  
United States Steel Corporation  
Universal Cooperatives, Inc.  
University of Charleston  
University of Pennsylvania  
University of Rochester  
University of Scranton  
University of Tennessee  
University of Toledo (Medical  
College of Ohio)  
University of Vermont - Mary  
Dewey  
Unum Life Insurance Company of  
America  
Upstate Roofing & Painting, Inc.

Urick Foundry (Emerson  
Electric Co.  
US Mineral Wool Products  
(Isolatek International)  
Utica Alloys, Inc. (ELG  
Utica Alloys, Inc.)  
UVA Environmental Health  
and Safety  
Vac-Aero International,  
Inc.  
Vail Ballou Press, Inc.  
Valk Manufacturing  
Company  
Valley Buick  
Valley Woodcraft  
Valspar Corporation  
VanBrunt Motors, Inc.  
Vance Metal Fabricators,  
Inc.  
Vandemark Chemical, Inc.  
Velan Valve Corporation  
Velcro USA, Inc.  
Veleo, Inc. Engine Cooling  
Vemaline Products, Inc.  
n/k/a Cool Options, Inc.  
(Cool Polymers, Inc.)  
Venable Trust -  
Commerce Bank Trust  
Dept (Huntington National  
Bank)  
Ventura's Collision, Inc.  
Verham News  
Vermont Department of  
Corrections  
Vermont Dept of Public  
Safety  
Vermont Electric Power  
Company, Inc.  
Vermont Flexible Tubing  
Company, Inc.  
Vermont Gas Systems,  
Inc.  
Vermont Heating &  
Ventilating (AMC)  
Vermont Tap and Die  
Company (Robert Bosch  
Tool Corporation)  
Vermont Technical  
College  
Vermont Transit  
Vesuvius USA Corporation  
VF Outlet, Inc.  
Viatron Corporation  
Victaulic Company of  
America

Victor Central School District  
Victor Insulators, Inc.  
Viking Yacht Company  
Viking-Cives as Cives Corp. d/b/a  
Viking-Cives USA  
Village of Albion  
Village of Brockport  
Village of Essex Junction  
Village of Liverpool  
Village of Lowville  
Village of Solvay  
Village of Westfield  
Village of Williamsville  
Vincent Volkswagen (Phalanx  
Holdings, Inc.)  
VISA Lighting/Lamanaca (an  
Oldenburg Group Company)  
Vishay Thin Film, Inc.  
Vocational Region 4  
Voltronics  
Volvo Group North America, Inc.  
Voss Manufacturing, Inc.  
Vulcan International Corporation  
W.A. Krapf, Inc.  
W.M. Spiegel Sons, Inc.  
Walbar, Inc.  
Walker Brothers Buick Chevrolet  
Walker Realty Company  
Wall Street Investments  
Wall/Goldfinger, Inc.  
Wallenpaupack Area School  
District  
Warex Terminals (formerly Aries  
Automotive)  
Warren Oil Company  
Warren, Town of  
Warsaw Central School District  
Wasco, LLC  
Washington Metropolitan Area  
Transit Authority (WMATA)  
Washington Mills Company  
(Washington Mills Electro Minerals  
Corporation)  
Washington Post (WP Company  
LLC d/b/a The Washington Post)  
Waterbury Buckle (Illinois Tool  
Works, Inc.)  
Wayne Central School District  
Wayne County, New York  
Wayne Disposal, Inc.  
WCA Hospital  
Webasto Roof Systems, Inc.  
Webco Chemical Corporation  
WEBCO Industries, and Van Huffel  
(WEBCO Industries, Inc.)  
Webster Village of

Wedekens Pontiac  
Weiler Corporation  
Welch Allyn Inc.  
Wengers Farm Machinery, Inc.  
Wentworth Institute of Technology  
West Central Environmental  
Corporation  
West Valley Nuclear Services  
Company (WNSCO)  
Westfall Park Associates, LLC  
Westfield High School c/o City of  
Westfield  
Westinghouse Air Brake /  
American Standard, Inc. a/k/a  
Trane U.S. Inc.  
Weyerhaeuser Company  
Whirley Industries, Inc.  
Whitesboro Central School District  
Whitesboro Frame & Body, Inc.

Whiting Door  
Manufacturing Corp.  
Wikoff Color Corporation  
Wilair, Inc. (Genesee  
Management Inc.)  
Wilbrecht Electronics, Inc.  
(Elec-Pac)  
William H. Prentice, Inc.  
Williams Advanced  
Materials, Inc.  
Wilson College  
Wilson Sporting Goods  
Winchester Country Club  
Windsor Minerals  
Winfield Industries, Inc.  
Wire-Pro, Inc.  
Woltz & Wind Ford  
Woodington Systems, Inc.  
Woodstream Corporation

WVHCS Hospital  
X-Cel Optical Company  
Xerxes Corporation  
Yawga Energy Products, LLC  
Yellow Transportation, Inc.  
York Ford  
York House of Pizza  
York Rakes  
Zeneca Services (AstraZeneca)  
Zeus Scientific  
Zippo Manufacturing Company  
Zitek Corporation  
Zuber Farms LLC  
Zurenda Enterprise Inc.  
Zurn Industries, Inc.