

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.
★ **MAR 05 2013** N.Y.★
LONG ISLAND OFFICE
LONG ISLAND OFFICE

**THE STATE OF NEW YORK AND JOSEPH MARTENS,
COMMISSIONER OF THE NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL CONSERVATION,**

PLAINTIFFS,

V.

**CASE NO.
13-CV-6355
(JFB/WDW)**

**TOWN OF NORTH HEMPSTEAD; AIRCRAFT FINISHING
CORP.; ALBERTSON WATER DISTRICT; AMERICAN
BILTRITE, INC.; AUTRONIC PLASTICS, INC.; BELGRAVE
WATER POLLUTION CONTROL DISTRICT; BUDENHEIM
USA, INC.; CARLE PLACE WATER DISTRICT; CITY-WIDE
SEWER & DRAIN SERVICE CORP.; EXXONMOBIL OIL
CORPORATION; FRANKLIN STAINLESS CORP.; GARDEN
CITY PARK WATER & FIRE DISTRICT; GILFORD HOLD-
INGS, LTD. (F/K/A SOUTH SIDE CARTING COMPANY, INC.);
GREAT NECK WATER POLLUTION CONTROL DISTRICT;
GREAT NECK UNION FREE SCHOOL DISTRICT; H. KLEIN
& SONS, INC.; HERRICKS UNION FREE SCHOOL DISTRICT;
HITEMCO, LLC; INDUSTRIAL FASTENERS CORP.; J.B. TOOL
& DIE CO.; JOBCO INCORPORATED; JULY AUTO WRECK-
ING, INC.; LONG ISLAND LIGHTING COMPANY D/B/A LIPA
AND KEYSpan CORPORATION; MANHASSET SCHOOL DIST-
RICT; MINEOLA UNION FREE SCHOOL DISTRICT; NASSAU
CHROMIUM PLATING COMPANY, INC.; NORTH SHORE
UNIVERSITY HOSPITAL; OLD COUNTRY CERAMIC TILE,
INC.; OLYMPUS AMERICA INC.; PORT WASHINGTON UNION
FREE SCHOOL DISTRICT; PORT WASHINGTON WATER DIST-
RICT; PORT WASHINGTON WATER POLLUTION CONTROL
DISTRICT; PUBLISHERS CLEARING HOUSE LLC; REBMANN
PLUMBING AND HEAT, INC.; ROSLYN UNION FREE SCHOOL
DISTRICT; ROSLYN WATER DISTRICT; SAINT FRANCIS
HOSPITAL, ROSLYN, NEW YORK; SPARTECH POLYCOM, INC.;
STAR CNC MACHINE TOOL CORP.; TEK-MATIC CORP.;
TENAX FINISHING PRODUCTS INC.; TYCO INTERNATIONAL
LIMITED; U & N CLEANERS, INC., D/B/A LEO'S DRY
CLEANERS; VERIZON NEW YORK INC. (F/K/A NEW YORK
TELEPHONE CORPORATION); WESTBURY WATER AND
FIRE DISTRICT; AND WINTHROP-UNIVERSITY HOSPITAL
ASSOCIATION,**

DEFENDANTS.

X

CONSENT DECREE

Plaintiffs State of New York, Joseph Martens, as Commissioner of the New York State Department of Environmental Conservation (“NYSDEC”) and as Trustee of the State’s natural resources (collectively referred to as the “State”), and defendants hereby agree as follows:

WHEREAS, the State alleges that the Town of North Hempstead (the “Town”), and the other defendants, including, but not limited to, the Port Washington Landfill Joint Defense Group Defendants (as defined herein), the other listed defendants, and others that are now or in the future become signatories to this decree as defendants, and/or their respective predecessors in interest, (defendants other than the Town are jointly referred to herein as the “Settling Defendants”), either arranged for the disposal of hazardous substances at, transported hazardous substances to, and/or were the owners or operators of, the Port Washington/North Hempstead Landfill, also known as the L-4 Landfill, identified as New York State Inactive Hazardous Waste Disposal Site No. 130025 (“Site”) located in the northwestern portion of Nassau County, New York, in the Town of North Hempstead (the State, the Town, and the Settling Defendants shall be referred to as the “Parties”);

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

WHEREAS, the Town operated a municipal landfill on the Site approximately between 1974 and 1983, and received, *inter alia*, municipal solid waste, commercial waste, construction/demolition waste, industrial waste, incinerator residue, oil and gas saturated soil, and asbestos waste at the Site, which waste contained or was comprised of "hazardous substances" as defined in Section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9601(14);

WHEREAS, NYSDEC is a department of the State of New York established and existing under the authority of the Environmental Conservation Law ("ECL") to protect, promote and coordinate management of water, land, fish, wildlife, air and other natural resources of the State, including to provide for the abatement of water, land and air pollution and the restoration of natural resources;

WHEREAS, the United States Environmental Protection Agency ("USEPA") listed the Site on the federal National Priorities List ("NPL") created and maintained by USEPA pursuant to 42 U.S.C. § 9605(A)(8)(b) in 1983;

WHEREAS, after due notice and opportunity for public comment, USEPA issued a Record of Decision ("ROD") for the Site to permanently address the release and threatened release of hazardous substances at and from the Site through the following response measures: (1) the construction of a permanent landfill cap on the Site; (2) extension of the existing gas venting systems around the Site perimeter; (3) upgrading and rehabilitation of the existing active gas venting system; (4) installation of additional groundwater and landfill gas monitoring wells; (5) development of a comprehensive monitoring plan and an operation and maintenance plan; and (6) pumping and treatment of contaminated groundwater;

WHEREAS, in September 1991, after due notice and opportunity for public comment, the Town and USEPA entered into a Consent Order that required the Town to undertake the remedial actions required at the Site by the ROD;

WHEREAS, NYSDEC and the Town entered into a State Assistance Contract (No. C300334) pursuant to the Environmental Quality Bond Act of 1986, whereby the State agreed to reimburse the Town for 75% of the eligible costs for response measures at the Site, including investigation, remedial design, and construction of the remedial action and construction oversight to be incurred by the Town at the Site;

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

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

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

WHEREAS, the Town has reached agreements with the following municipalities concerning defense and/or indemnity of cost recovery actions by the State or other potentially responsible parties: Baxter Estates, East Hills, East Williston, Flower Hill, Floral Park (portions), Garden City (portions), Great Neck, Great Neck Estates, Great Neck Plaza, Kensington, Kings Point, Lake Success, Manorhaven, Mineola, Munsey Park, New Hyde Park, North Hills, Port Washington North, Old Westbury, Plandome, Plandome Heights, Plandome Manor, Roslyn, Roslyn Estates, Roslyn Harbor, Russell Gardens, Saddle Rock, Sands Point, Thomaston, Westbury, and Williston Park (the “Covered Municipalities”);

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

WHEREAS, the Port Washington Landfill Joint Defense Group Defendants (“Port Washington Landfill JDG”), consisting of Settling Defendants Gilford Holdings, Ltd. (f/k/a South Side Carting Company, Inc.); Industrial Fasteners Corporation; Long Island Lighting Company d/b/a LIPA and KeySpan Corporation; Olympus America Inc.; St. Francis Hospital, Roslyn, New York; and Verizon New York Inc., have entered into separate agreements among themselves and other Settling Defendants, specifically Aircraft Finishing Corp.; Albertson Water District; American Biltrite, Inc.; Autronic Plastics, Inc.; Belgrave Water Pollution Control District; Budenheim USA, Inc.; Carle Place Water District; City-Wide Sewer & Drain Service Corp.; ExxonMobil Oil Corporation; Franklin Stainless Corp.; Garden City Park Water & Fire District; Great Neck Water Pollution Control District; Great Neck Union Free School District; H.

Klein & Sons, Inc.; Hitemco, LLC; Herricks Union Free School District; J.B. Tool & Die Co.; Jobco Incorporated; July Auto Wrecking, Inc.; Manhasset School District; Mineola Union Free School District; Nassau Chromium Plating Company; North Shore University Hospital; Old Country Ceramic Tile, Inc.; Port Washington Union Free School District; Port Washington Water District; Port Washington Water Pollution Control District; Publishers Clearing House LLC; Rebmann Plumbing and Heat, Inc.; Roslyn Union Free School District; Roslyn Water District; Spartech Polycom, Inc.; Star CNC Machine Tool Corp.; Tek-Matic Corp.; Tenax Finishing Products Inc.; Tyco International Limited; Westbury Water and Fire District; and Winthrop-University Hospital Association, for the payment of Site response costs and other consideration;

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

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

WHEREAS, the Parties have agreed, and the Court finds, that resolution of all such claims for natural resource damages and response costs incurred and to be incurred in the future

in connection with the Site according to the terms of this decree constitutes a fair and reasonable disposition of all such claims;

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

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

PARTIES BOUND

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

NO ADMISSION OR ACKNOWLEDGMENT

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

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

PAYMENTS

4. Within sixty (60) days of the date on which the State sends the Settling Defendants notice of the Effective Date of this Decree (as provided in Paragraph 15 of this Decree),

(a) Settling Defendants, other than the Settling Defendant listed in paragraph 4(b), through the Port Washington Landfill JDG, shall remit to the State the amount of \$613,750 in accordance with Paragraph 16 of this Decree. On the first anniversary of the Effective date of this Decree, the Port Washington Landfill JDG [on behalf of its individual members and the other Settling Defendants at that point in time, other than the Settling Defendant listed in paragraph 4(b)] shall remit to the State an additional amount of \$601,250 in accordance with Paragraph 16 of this Decree. On the second anniversary of the Effective date of this Decree, the Port Washington Landfill JDG [on behalf of its individual members and the other Settling Defendants at that point in time, other than the Settling Defendant listed in paragraph 4(b)] shall remit to the State an additional amount of \$600,000 in accordance with Paragraph 16 of this Decree. Thus, the total monetary contribution paid by the Port Washington Landfill JDG [on

behalf of its individual members and the other Settling Defendants at that point in time, other than the Settling Defendant listed in paragraph 4(b)] under this Decree shall be \$1,815,000; and

(b) U & N Cleaners, d/b/a Leo's Cleaners, shall remit to the State the amount of \$4,000.00 in accordance with Paragraph 16 of this Decree.

5. Failure to make a payment required in Paragraph 4(a) of this Decree in a timely fashion, after reasonable notice and opportunity to cure, shall constitute a default by the Settling Defendants other than the Settling Defendant listed in paragraph 4(b). If Settling Defendants other than the Settling Defendant listed in paragraph 4(b) default under this Decree, the State shall be entitled to a stipulated penalty of \$1,000 per day, for each day after the date on which payment is due under Paragraph 4(a) and remains unpaid, in addition to the payment required under Paragraph 4(a) of this Decree. Such stipulated penalties shall be the sole and exclusive additional penalty or cost recoverable by the State for failure to timely comply with the payment provisions of this Decree.

6. Failure to make a payment required in Paragraph 4(b) of this Decree in a timely fashion, after reasonable notice and opportunity to cure, shall constitute a default by U & N Cleaners, d/b/a Leo's Cleaners. If U & N Cleaners, d/b/a Leo's Cleaners, defaults under paragraph 4(b) of this Decree, the State shall be entitled to a stipulated penalty of \$250 per day for each day after the date on which payment is due under Paragraph 4(b) and remains unpaid, in addition to the payment required under Paragraph 4(b) of this Decree. Such stipulated penalties shall be the sole and exclusive additional penalty or cost recoverable by the State for failure to timely comply with the payment provisions of this Decree.

RELEASE, COVENANT NOT TO SUE, AND ASSIGNMENT OF CLAIMS

7. The State and the Town agree that the payments to be made under Paragraphs 4(a) and (b) of this Decree represent full satisfaction of any claims they have or may have in the future against the Settling Defendants and their affiliates, parents, subsidiaries, related entities, predecessors, successors and assigns, and their past, present and future employees, agents, attorneys, shareholders, officers and directors, for any matter arising out of or relating to the Matters Addressed by this Decree (as specified in Paragraph 10 of this Decree), including, without limitation, any claims or causes of action for costs, natural resource or other damages, enforcement costs, oversight costs, interest, contribution, or attorneys' fees (collectively "Response Costs"). The State and the Town covenant not to sue, execute judgment, or take any civil, judicial or administrative action under any federal, state, local or common law (other than an action to enforce this Decree) against the Settling Defendants and their affiliates, subsidiaries, related entities, predecessors, successors and assigns, and their past, present and future employees, agents, attorneys, shareholders, officers and directors, for any matter arising out of or relating to the Matters Addressed by this Decree (as specified in Paragraph 10 of this Decree), including, without limitation, any claims or causes of action for Response Costs.

8. Each Settling Defendant agrees not to assert any claims or causes of action under any federal, state, local or common law against the State, or its employees, agencies or departments, or against the Town or Covered Municipalities, or their employees, agencies, or departments, or against any other Settling Defendant or its affiliates, subsidiaries, related entities, predecessors, successors and assigns, or their past, present and future employees, agents, attorneys, shareholders, officers and directors, or to seek against the State, the Town, Covered Municipalities, or other Settling Defendants, or any of them, any costs, damages, contribution or

attorneys' fees arising out of or relating to any Matters Addressed by this Decree (as specified in Paragraph 10 of this Decree). Notwithstanding the foregoing, any Settling Defendant may assert any claims or causes of action against any person other than the State, the Town, Covered Municipalities, or another Settling Defendant, to the extent permitted by law, for any costs, damages, contribution or attorneys' fees, including Response Costs, arising out of or relating to any Matters Addressed by this Decree (as specified in Paragraph 10 of this Decree). The State hereby assigns to the Port Washington Landfill JDG any and all claims or causes of action that the State may have under any federal, state, local or common law against any entity that is not a Settling Defendant, arising out of or relating to any Matters Addressed by this Decree. The Town hereby assigns to the Port Washington Landfill JDG any and all claims or causes of action that the Town may have under any federal, state, local or common law against any entity that is not a Settling Defendant, arising out of or relating to any Matters Addressed by this Decree. U&N Dry Cleaners, Inc. d/b/a Leo's Dry Cleaners hereby assigns to the Port Washington Landfill JDG any and all claims or causes of action that it may have under any federal, state, local or common law against any entity that is not a Settling Defendant, arising out of or relating to any Matters Addressed by this Decree. Nothing in this Decree shall affect the rights or defenses available to any Settling Defendant pursuant to any contract, insurance policy or indemnification agreement.

9. In consideration of the payments made by the Town for the investigation and remediation of the Site, the State releases and covenants not to sue, execute judgment, or take any civil, judicial or administrative action under any federal, state, local or common law (other than an action to enforce this Decree) against the Town for the Matters Addressed by this Decree (as specified in Paragraph 10 of this Decree), and the Town covenants not to sue, or take any civil, judicial or administrative action under any federal, state, local or common law (other than

enforcement of this Decree) against the State or its employees, agencies or departments for the Matters Addressed by this Decree (as specified in Paragraph 10 of this Decree).

MATTERS ADDRESSED AND RESERVATION OF RIGHTS

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

11. The State and Town agree that the payments being made by the Settling Defendants represent a reasonable payment in settlement of the entire common liability of

Settling Defendants, and all other responsible entities other than the Town, that allegedly generated and/or transported waste disposed of at the Site (whether they are now Settling Defendants or will become Settling Defendants in the future pursuant to Paragraph 18 of this Decree) for total Response Costs that have been asserted to have been reimbursed or incurred by the State and the Town, as well as total future Response Costs of the State and the Town that are anticipated, or may be necessary, for the implementation of the remedial program set forth in the ROD, consent decrees, and other requirements for the Site, or any other response actions or costs of any kind required or authorized by law, including operation and maintenance, monitoring response costs, and all oversight costs. Settling Defendants reserve the right to assert claims for cost recovery and/or contribution against parties other than the State, the Covered Municipalities and the Town under Sections 107, 113(f)(1) and 113(f)(3) of CERCLA, 42 U.S.C. §§ 9607, 9613(f)(1) and 9613(f)(3), or otherwise, as well as under state or common law, to the extent provided by law.

12. The payments that already have been made by the Town represent a fair and reasonable contribution by the Town toward the total past response costs that have been reimbursed or incurred by the State and the Town, and the total future response costs of the State and the Town that are anticipated, for the implementation of the remedial program set forth in the ROD for the Site, including operation and maintenance, and monitoring response costs.

13. Matters Addressed do not include, and the State reserves all of its rights with regard to, the State's right to bring any action or proceeding against any person, firm, corporation, or other entity other than Settling Defendants and the Town, other than rights or claims expressly assigned hereunder.

CONTRIBUTION PROTECTION

14. The Parties agree, and by entering this Decree the Court finds, that the Settling Defendants, the Town, the Covered Municipalities, and their affiliates, subsidiaries, related entities, predecessors, successors and assigns, and their Boards, commissioners, executive directors and elected officials, officers, directors, agents, attorneys, shareholders, and employees, have resolved their liability, including but not limited to liability under CERCLA, to the State and are entitled to the full extent of protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and/or any other applicable federal or state law, for the Matters Addressed by this Decree (as specified in Paragraph 10 of this Decree). Once entered, this Decree shall constitute a judicially approved settlement for purposes of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B), and the Settling Defendants shall be entitled to seek recovery of environmental response costs and contribution under Section 107 and/or 113 of CERCLA, 42 U.S.C. § 9607 and/or § 9613, and other applicable federal, state or common law, as and to the extent provided by such law, from any person except those who are entitled to contribution protection under Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), as a result of entry of this Decree.

EFFECTIVE DATE

15. The Effective Date of this Decree shall be the date upon which the Decree is entered by the Court. The State shall send notice of the Effective Date to the Settling Defendants by electronic mail as provided in Paragraph 19 of this Decree. All times for performance of activities under this Decree shall be calculated from that date.

MISCELLANEOUS PROVISIONS

16. All payments required to be made pursuant to Paragraph 4 of this Decree shall be made by wire transfer, or by certified or cashier's check(s), as directed by the State in writing as provided in Paragraph 19 of this Decree (relating to notice) payable to the "State of New York" and delivered to:

Janice A. Dean
Section Chief, Toxics and Cost Recovery Section
Office of the New York State Attorney General
Environmental Protection Bureau
120 Broadway, 26th Floor
New York, NY 10271

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

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

19. Any notification to any Party shall be in writing, or by electronic mail accompanied by additional telephone notice, and shall be deemed properly given on receipt

thereof if sent to the following, or to such other person as a Party may designate by written notice to:

If to the Port Washington Landfill Joint Defense Group:

Gary D. Justis, Esq.
The Justis Law Firm LLC
5251 W. 116th Place, Suite 200
Leawood, KS 66211-7820
gjustis@justislawfirm.com
Telephone No.: (913) 998-6102

If to the State of New York:

Janice A. Dean
Section Chief, Toxics and Cost Recovery Section
Office of the New York State Attorney General
Environmental Protection Bureau
120 Broadway, 26th Floor
New York, NY 10271
janice.dean@ag.ny.gov
Telephone No.: (212) 416-8459

If to the Town:

Town of North Hempstead, New York
Attn: Town Attorney
220 Plandome Rd.
Manhasset, NY 11030
Telephone No.: (516) 869-7600


20. The Parties to this Decree agree to be bound by the terms of this Decree and agree not to contest its validity in any subsequent proceeding to implement or enforce its terms. The undersigned representatives of each Party certify that they are fully authorized by the Party that they represent to bind that respective Party to the terms of this Consent Decree.

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

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

STATE OF NEW YORK and JOSEPH MARTENS,
COMMISSIONER OF THE NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL
CONSERVATION

Dated: January 17, 2014

By: 
Name: Robert W. Schick, D.D.
Title: Director, Division of Environmental Remediation

TOWN OF NORTH HEMPSTEAD

Dated: Feb. 4, 2014

By: Judi Bosworth
Name: JUDI BOSWORTH
Title: SUPERVISOR

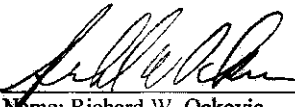
Dated: 2/4/14

AIRCRAFT FINISHING CORP.

By: Kathleen Edes
Name: Kathleen Edes
Title: Vice-President

ALBERTSON WATER DISTRICT


Dated: February 18, 2014

By: 
Name: Richard W. Ockovic
Title: Chairman, Board of Commissioners

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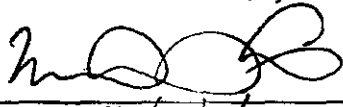
AMERICAN BILTRITE, INC.

Dated: 2/4/14

By: 
Name: HOWARD N. FELSI
Title: VP-FINANCE

AUTRONIC PLASTICS, INC.

Dated: 2/19/14

By: 
Name: Michael Lee
Title: CEO


BELGRAVE WATER POLLUTION CONTROL DISTRICT

Dated: February 20, 2014

By: Elizabeth Louise Feaster
Name: Elizabeth Louise Feaster
Title: Chairman, Board of Commissioners


BUDENHEIM USA, INC.

Dated: 01/24/2014

By: 
Name: Bruce D. Beilly
Title: General Manager - Finance & Admn.

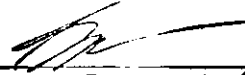
CARLE PLACE WATER DISTRICT

Date: 2/4/14

By: 
Name: Timothy Stellato
Title: Chairman

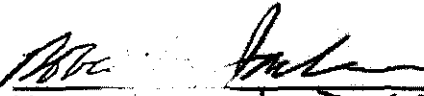
CITY-WIDE SEWER & DRAIN SERVICE CORP.

Dated: 2/14/14

By: 
Name: SAM MANGIA
Title: PRESIDENT

EXXONMOBIL CORPORATION

Dated: 2/27/14

By: 
Name: John W. Jackman
Title: General Counsel Attorney in Fact

Dated: 2/19/2014

FRANKLIN FINANCE CORP.


By: _____

Name: Laurel Talve

Title: Principal Officer

GARDEN CITY PARK WATER & FIRE DISTRICT

Dated: 1/28/14

By: 
Name: Michael Levy
Title: Superintendent

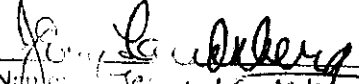
GILFORD HOLDINGS, LTD.
(F/K/A SOUTH SHORE CARTING COMPANY, INC.)

Dated: Feb. 7, 2014

By: Amel To Velocci
Name: AMEL TO VELOCCI
Title: PRESIDENT

GREAT NECK WATER POLLUTION CONTROL DISTRICT

Dated: February 20, 2014

By: 
Name: Jerry Landsberg
Title: Chairman

GREAT NECK UNION FREE SCHOOL DISTRICT

Dated: 2/11/14

By: Barbara Berkowitz
Name: Barbara Berkowitz 2-11-14
Title: SE President

Dated: 1/24/2014

H. KLEIN & SONS, INC.

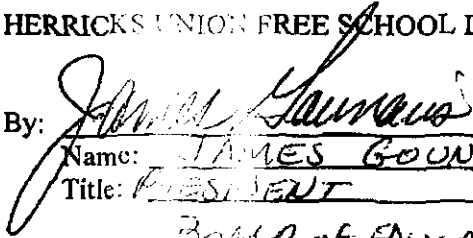
By: 

Name: DOUGLAS KLEIN

Title: PRESIDENT

HERRICKS UNION FREE SCHOOL DISTRICT

Dated: 2/6/14

By: 
Name: JAMES GOUNARIS
Title: PRESIDENT
BOARD OF EDUCATION

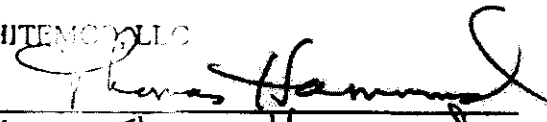
Dated: 2/18/14

HITEMCO, LLC

By:

Name:

Title:


Thomas Hammond
President

INDUSTRIAL FASTENERS CORP.

Dated: Feb. 13, 2014

By: Robert D. Vilsack

Name: Robert D. Vilsack

Title: VP & Secretary of Supply Technologies LLC

(as successor by merger to Industrial Fasteners Corp.)

J.B. TOOL & DIE CO.

Dated: 2-8-14

By: *Joseph Tabone*
Name: JOSEPH TABONE
Title: V.P.


JOBCO INCORPORATED

Dated: 2/11/14

By: *Bob Pasucci, Pres.*
Name: Robert M. Pasucci
Title: President


JULY AUTO WRECKING, INC.

Dated: 01/25/14

By: 
Name: PAUL C. WALSH
Title: PRESIDENT

LONG ISLAND LIGHTING COMPANY
D/B/A LIPA

Dated: 1/28/14

By: 
Name: Lynda Nicollino
Title: General Counsel and Secretary


KEYSPAN CORPORATION

Dated: 02/10/14

By: *Lorraine M. Lynch*
Name: Lorraine M. Lynch
Title: Assistant Treasurer


MANHASSET SCHOOL DISTRICT

Dated: 2/6/14

By: 
Name: Regina Rillo
Title: President, Manhasset USBD
Board of Education

MINEOLA UNION FREE SCHOOL DISTRICT

Dated: 1/30/14

By: 
Name: Arthur Barnett
Title: Board President

NASSAU CHROMIUM PLATING COMPANY, INC.

Dated: 2/21/

By: Shirley Waring
Name: SHIRLEY WARING
Title: PRES.

NORTH SHORE UNIVERSITY HOSPITAL

Dated: 2/3/2014



Name: Laura S. Peabody

Title: Sr. Vice President and
Chief Legal Officer


OLD COUNTRY CERAMIC TILE, INC.

Dated: February

Gerald Ciliotta
Name: GERALD CILLOTTA
Title: PRESIDENT

OLYMPUS AMERICA INC.

Dated: _____



Name: R. L. CALCAGNI
Date: 2/21/14


WASHINGTON UNION FREE SCHOOL DISTRICT

Dated: 2-25-14

Kathleen A. Mooney, Ed.D.
KATHLEEN A. MOONEY
SUPERINTENDENT of Schools

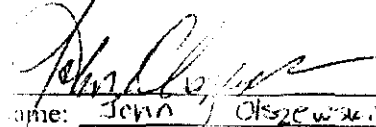
WEST WASHINGTON WATER DISTRICT

Dated: February 27,


Name: David Brackett
Title: Chairman, Commissioner


ST. WASHINGTON SEWER AND WATER POLLUTION CONTROL DISTRICT

Dated: February 2, 2014


Name: John Olszewski
Title: Chairman


PUBLISHERS CLEARING HOUSE LLC

Dated: 1/29/14


Name: HAROLD W. LAW
Title: SENIOR VICE PRESIDENT
& GENERAL COUNSEL

REBMAN PLUMBING AND HEAT, INC.

Dated: 1/28 _____



Name: S. [unclear]
Title: President

ROSLYN UNION FREE SCHOOL DISTRICT

Dated: 2-6-14 -

Meryl Waxman Ben-Lury
Name: Meryl Waxman Ben-Lury
Title: Board President

Dated: 2-27-14 _____

ROSLYN WATER DISTRICT

Name: MICHAEL KOSKOWSKI
Title: COMM. MEMBER

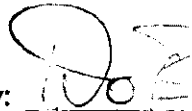
SAINT FRANCIS HOSPITAL, ROSLYN,
NEW YORK

Dated: FEB 2 2014

Ms. Ann
Name: Ruth Hennessey
Title: ENR

POLYONE DESIGN AND STRUCTURES AND
SOLUTIONS, LLC SUCCESSOR-BY-MERGER
TO SPARTECH POLYCOM, INC.

Dated: 29 Jan / 14

By:  _____
Name: Woodrow W. Ban
Title: Corporate Secretary

STAR CNC MACHINE TOOL CORP.

Dated: Feb 6, 2014

Thomas Waghney
Name: THOMAS WAGHNEY
Title: V.P. TREASURER

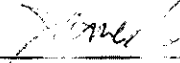
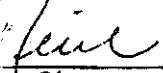
TEK-MAN CORP.

Dated: January 28 2014

[Signature]
Name: RON ROTTENBERG
Title: General Manager

BENAX FINISHES PRODUCTS INC.

Dated: 2-7-14

	
Name: <u>JAMES</u>	<u>O'NEILL</u>
Title: <u></u>	<u></u>

TUCO INTERNATIONAL LIMITED

Dated: 2/10/2014

Halima Caravello
Name: Halima & Caravello
Title: Vice President, EHS

RECEIVED

FEB 7 2014

DEPARTMENT OF LAW
ENVIRONMENTAL PROTECTION
BUREAU - N.Y.C.

GREEN CLEANING
AND LAUNDRY SERVICES

INC.,
CLEANERS

Dated: 2/3/14

1 : [Signature] [Signature]
Name: UNIT TO MARINO
Title: Pres

VERIZON NEW YORK
(RE: A NEW YORK TEL. ONE CORPORATION)

Dated: _____

By: *[Signature]* *[Signature]*
Name: Vic G. Leot
Date: 3/25 _____

WESTERN

BERNARD FIRE DISTRICT

Dated: 2/10/14

By: [Signature]
Name: [Signature]
Title: [Signature]

[Signature]
W. OLSON
MEMBER OF THE BOARD OF COMMISSIONERS

WESTROP-UNITED N.Y. HOSPITAL ASSOCIATION

Dated: 1/29/14

By: [Signature]
Name: F. Cellinas
Title: [Signature]

[Signature]
Joseph F. Bianco
USDJ
Date: March 20 14
Central Islip, N.Y.