

# DUKE, HOLZMAN, PHOTIADIS & GRESENS LLP

ATTORNEYS AT LAW

350 MAIN STREET

SUITE 1800

BUFFALO, NEW YORK 14202-3718

716-855-1111

FACSIMILE 716-855-0327

NOT FOR SERVICE OF PAPERS

EMANUEL DUKE  
(1916-1999)

EDWIN P. YAEGER  
(1934-1992)

\* Also Admitted in PA  
\*\* Also Admitted in FL  
\*\*\* Also Admitted in TX  
+ Also Admitted in MA  
++ Also Admitted in CA

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ELIZABETH A. KRAENGEL +  
THERESA A. DREW  
JENNIFER R. SCHARF ++  
STEVEN R. KROPSKI

May 15, 2013

Gregory Sutton, P.E.  
Division of Environmental Remediation  
New York State Department of  
Environmental Conservation  
270 Michigan Avenue  
Buffalo, New York 14203-2999

**Re: Frontier Chemical Royal Avenue Site (#9-32-110)**

Dear Mr. Sutton:

Enclosed please find a certified copy of the Notice of Order on Consent and Administrative Settlement in connection with the above-referenced matter that was filed in the Office of the Niagara County Clerk on April 24, 2013.

Very truly yours,

DUKE, HOLZMAN, PHOTIADIS  
& GRESENS LLP



Peter G. Ruppar

Enclosure

RECEIVED  
NYSDEC - REGION 9  
MAY 16 2013  
FOIL  
REL UNREL

STATE OF NEW YORK  
NIAGARA COUNTY

I, Wayne F. Jagow, Clerk of said County, and also Clerk of Supreme and County Courts of said County, do hereby certify that I have compared the annexed copy with the original

DESCRIPTION: MISCELLANEOUS

DATE: 04/24/2013

INSTRUMENT#: 2013-07905

filed in my office and that the same is a correct transcript therefrom and of the whole of said original.

WITNESS my hand and seal of said County and Courts.

Dated MAY 09 2013



Wayne F. Jagow  
Niagara County Clerk



RECEIVED  
NYSDEC - REGION 9

MAY 16 2013

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REL UNRE



**NIAGARA COUNTY – STATE OF NEW YORK**  
**WAYNE F. JAGOW – NIAGARA COUNTY CLERK**  
**P.O. BOX 461, LOCKPORT, NEW YORK 14095-0461**

**COUNTY CLERK'S RECORDING PAGE**  
**\*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\***



**Recording:**

Cover Page	8.00
Recording Fee	218.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75

**INSTRUMENT #: 2013-07905**

**Total: 246.00**  
**\*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\***

**Receipt#: 2013156597**  
**Clerk: MKS**  
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**Descrip: MISCELLANEOUS**  
**Num Pgs: 72**

**Party1: 5335 RIVER ROAD INC**  
**Party2: 5335 RIVER ROAD INC**  
**Town: NIAGARA FALLS**

Rel: 1576  
NYSDEC - REGION 9

**MAY 16 2013**

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REL UNREI

**Record and Return To:**

**DUKE HOLZMAN PHOTIADIS & GRESENS LLP**  
**1800 MAIN PLACE TOWER**  
**350 MAIN STREET**  
**BUFFALO NY 14202**

**WARNING\*\*\***

**\*\* Information may change during the verification process and may not be reflected on this page.**

**Wayne F. Jagow**  
**Niagara County Clerk**

FROM RECEIVED, PLEASE RETURN TO:  
DUKE, HOLZMAN, PHOTIADIS & GRESENS LLP  
1800 Main Place Tower  
350 Main Street  
Buffalo, New York 14202  
Attn: mjl

NOTICE OF ORDER ON CONSENT AND ADMINISTRATIVE SETTLEMENT

PLEASE TAKE NOTICE, that 5335 RIVER ROAD INC. ("Owner"), Owner of the premises described in Attachment A attached hereto (the "Premises"), has entered into an Order on Consent and Administrative Settlement affecting the Premises, a copy of which is attached hereto as Attachment B, together with the other parties identified therein.

IN WITNESS WHEREOF, Owner has caused this Notice to be signed by its duly authorized officer this 22nd day of April, 2013.

5335 River Road Inc.

By: James H. Williams Pres.  
James H. Williams, President

STATE OF NEW YORK )  
COUNTY OF ERIE )ss:

On the 22nd day of April in the year 2013, before me, the undersigned, personally appeared JAMES H. WILLIAMS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Nancy L Mazur  
Notary Public

**NANCY L. MAZUR**  
Notary Public, State of New York  
Qualified in Erie County No. 1765930  
My Commission Expires 11 30, 2013

2013156597

**2013-07905**  
04/24/2013 03:19:32 PM  
72 Pages  
MISCELLANEOUS

Wayne F. Jagow, Niagara County Clerk

Clerk: MKS

## ATTACHMENT A

All that tract or parcel of land situate in the City of Niagara Falls, County of Niagara and State of New York, being part of Lots 47 and 48 of the Mile Reserve, bounded and described as follows:

BEGINNING at the point of intersection of the northerly line of Royal Avenue with the westerly line of 47th Street (formerly Union Street); running thence westerly along the northerly line of Royal Avenue, 741.15 feet to the southwest corner of lands conveyed to Kimberly-Clark Corporation by deed dated August 10, 1931 and recorded in Niagara County Clerk's Office in Liber 570 of Deeds at page 397, September 22, 1931; thence northerly making an interior angle of  $89^{\circ} 49' 15''$  and along the westerly line of lands so conveyed to Kimberly-Clark Corporation by deed dated as aforesaid 295.13 feet to the southwest corner of lands conveyed by Innis Speiden & Company to Kimberly-Clark Corporation by deed dated March 24, 1949 and recorded in Niagara County Clerk's Office in Liber 948 of Deeds at page 32, April 15, 1949; thence easterly along said southerly line of lands so conveyed by said last mentioned deed 182.44 feet to the southeast corner of said lands; thence northerly along a line making an exterior angle of  $90^{\circ} 10' 45''$  with the last mentioned course and along the easterly line of lands so conveyed to Kimberly-Clark Corporation by last mentioned deed 344.2 feet more or less to the northwesterly line of lands conveyed by the Niagara Falls Power Company to Isco Chemical Company, Inc. by deed dated February 15, 1930 and recorded in Niagara County Clerk's Office in Liber 565 of Deeds at page 288, May 3, 1930, said northwesterly line being a curved line having a radius of 291.67 feet; thence northeasterly along said curved line 67.51 feet to an iron pin at a point of tangency; thence northeasterly tangent to said curve 38.35 feet to an iron pin in the southerly line of a railway reserve 32 feet wide; thence easterly making an interior angle  $168^{\circ} 08' 30''$ , 460.20 feet to an iron pin in the west line of 47th Street; thence southerly along the west line of 47th Street, 668.52 feet to the north line of royal Avenue at the place of beginning.

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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

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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

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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



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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

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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.

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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

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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

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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:

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Gregory Sutton, P.E.  
Division of Environmental Remediation  
New York State Department of Environmental Conservation  
270 Michigan Avenue  
Buffalo, New York 14203-2999  
[gsutton@gw.dec.state.ny.us](mailto:gsutton@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  
[jdccharle@gw.dec.state.ny.us](mailto:jdccharle@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 Ruppert, Esq  
Duke, Holzman, Photiadis & Gresens  
1800 Main Place Tower  
Buffalo, New York 14202  
Tel – (716) 855-1111  
Fax – (716) 855-0327  
[pruppert@dhpplaw.com](mailto:pruppert@dhpplaw.com)

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

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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.

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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



A-13

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

A - 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: 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

A-14

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.

5335 RIVER ROAD, INC.

By James H. Williams  
JAMES H. WILLIAMS

Title: PRESIDENT

Date: 3-15-2013

STATE OF NEW YORK )  
COUNTY OF ERIE ) ss:

On the 15<sup>th</sup> day of March in the year 2013, before me, the undersigned, personally appeared JAMES H. WILLIAMS 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.

Nancy L. Mazur  
Notary Public

NANCY L. MAZUR  
Notary Public, State of New York  
Commission Expires 12/31/2013  
My Commission Expires 12/31/2013

A-14

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.

JAMES H. WILLIAMS, FRANCIS M.  
WILLIAMS AND LAWRENCE REGER D/B/A  
NIAGARA INDUSTRIAL WAREHOUSING, A  
GENERAL PARTNERSHIP F/K/A  
TRANSNIAGARA ASSOCIATES AND MARC  
EQUITY REALITY, GENERAL  
PARTNERSHIPS

By: James H. Williams  
JAMES H. WILLIAMS

Title: GENERAL PARTNER

Date: 3-15-2013

STATE OF NEW YORK )  
COUNTY OF ERIE ) ss:

On the 15<sup>th</sup> day of March in the year 2013, before me, the undersigned, personally appeared JAMES H. WILLIAMS 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.

Nancy L. Mazur  
Notary Public

NANCY L. MAZUR  
Notary Public, State of New York  
C. 1705830, County No. 1705830  
My Commission Expires 11 30, 2013

A-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

By: Robert J. LeonardTitle: DIRECTOR, CORPORATE E&JDate: 2/28/13

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

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. Freshling  
Signature and Office of individual  
taking acknowledgment

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Michelle L. Freshling, Notary  
Clinton Twp., Butler County  
My Commission Expires Aug. 11, 2015  
Member, Pennsylvania Association of Notaries

II - VI Inc.

A-14

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 S. Gualamhi

Title: VP

Date: 3/7/13

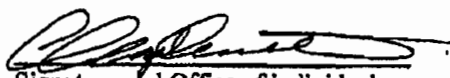
~~ILLINOIS~~

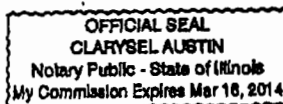
STATE OF ~~NEW YORK~~ )

) 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. GRABINSE, 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



A - 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

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

By: ED Morrison  
Title: Vice President Real Estate  
Date: March 11, 2013

STATE OF NEW JERSEY )  
 ) ss:  
COUNTY OF )

On the 11 day of March, in the year 2013 before me, the undersigned, personally appeared Patrick B. Morrison 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.

Cheryl A. Jesse  
Signature and Office of individual  
taking acknowledgment

Cheryl A Jesse  
A Notary Public of New Jersey  
My Commission Expires  
March 20, 2017

A-14

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

Title: Senior Vice President & General Counsel

Date: March 6, 2013

Commonwealth of Pennsylvania

STATE OF NEW YORK )

) ss:  
COUNTY OF Montgomery )

On the 6 day of March, in the year 2013 before me, the undersigned, personally appeared William J. Hamel, 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.

Lisa Ann Sayles  
Signature and Office of individual  
taking acknowledgment

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

LISA ANN SAYLES, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires October 26, 2013

Arkema Inc.  
Atochem North America Inc.

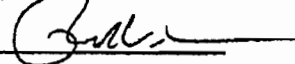


A-14

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 Calvin Canyon Corporation

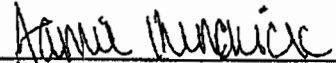
By: Richard D. Rose 

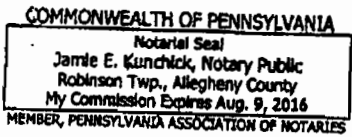
Title: S.V.P., General Counsel & Secretary

Date: 3/7/13

Commonwealth of Pennsylvania  
~~STATE OF NEW YORK~~ )  
 ) ss:  
COUNTY OF Allegheny )

On the 7th 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.

  
Signature and Office of individual  
taking acknowledgment



## CONSENT BY RESPONDENT

Respondent's Name CBS CORPORATION

**Eric J. Sobczak**

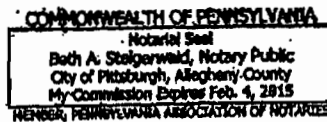
**Date: March 19, 2013**

1

) SS:

•

Beth A. Stengerwald  
Signature and Office of individual  
taking acknowledgment



A-14

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 CCCOs International, Inc.

By: Tim M. Benter

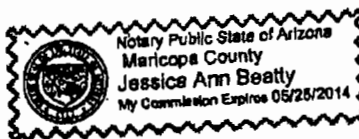
Title: Vice President

Date: 1/9/2013

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

On the 1<sup>st</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



A-14

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.

~~STATE OF NEW YORK~~

COUNTY OF ~~NEW YORK~~

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.

Signature and Office of Individual

Notary Public for the State of Pennsylvania

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

A-14

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.

*Clean Harbors Environmental Services, Inc.*  
Respondent's Name

By: *[Signature]*

Title: *Senior Vice President*

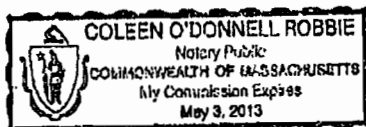
Date: *3/4/2013*

*Massachusetts*  
STATE OF ~~NEW YORK~~ )  
COUNTY OF *Windsor* ) ss:

On the *4<sup>th</sup>* day of *March*, in the year 20*13* before me, the undersigned, personally appeared *David Musselman* 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.

*Coleen O'Donnell Robbie*

Signature and Office of individual  
taking acknowledgment



A-14

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 Cummins Inc.

By: [Signature]

Title: Natalie J. Stucky - Senior Counsel

Date: 3/4/13

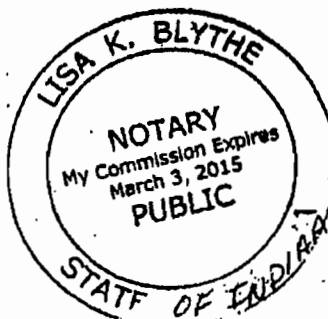
INDIANA  
STATE OF ~~NEW YORK~~ )

COUNTY OF )

) ss:

On the 4th day of March, in the year 2013, before me, the undersigned, personally appeared Natalie Stucky, 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.

Lisa K. Blythe  
Signature and Office of individual  
taking acknowledgment



A-14

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 CHRM Inc

Title: Deputy President

Date: 3/5/13

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

On the 5 day of March, in the year 2013 before me, the undersigned, personally appeared Michael Persico 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. Czarvota  
Signature and Office of individual  
taking acknowledgment

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

A-14

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 22nd 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.

Carol Herzog

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



A - 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

DRS GW & Network Systems  
By: Jeff Miller (System Technology Inc.)

James F. Gere

Title:

Chairman/CEO - DRS

Date:

3/15/13

STATE OF NEW YORK )

) ss:

COUNTY OF )

On the 15<sup>th</sup> day of March, in the year 2013, before me, the undersigned, personally appeared Jeff Miller, 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.

Aloysius T. Webster  
Signature and Office of individual  
taking acknowledgment

ALOYSIUS T. WEBSTER, Esq.  
Notary Public State of New York  
Qualified in Erie County  
My Commission Expires 7/1/14

A-14

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 EASCO HAND TOOLS, INC.

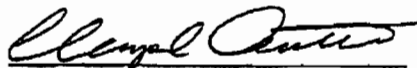
By: Carl S. Grabinski

Title: VP

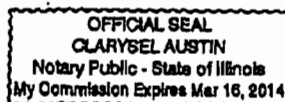
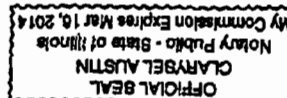
Date: 3/7/13

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.



Signature and Office of individual  
taking acknowledgment



A-14

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 Kolakowski

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. Kolakowski 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.

William R. Milburn

Signature and Office of individual  
taking acknowledgment

WILLIAM R. MILBURN  
Notary Public, State of New York  
No. 4978281  
Qualified in Orange County  
Commission Expires 02/26/15

Electronic Devices Incorporated

A-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  
By: [Signature]  
Title: Manager - Rensselaer Co  
Date: 2/4/2013

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF )

On the 4<sup>th</sup> day of February, in the year 2013, before me, the undersigned, personally appeared John Haggard, 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

DARCI L. DELISLE  
NOTARY PUBLIC, State of New York  
No. 01DE5043397  
Qualified in Rensselaer County  
My Commission Expires May 8, 2015

The General Electric Company

A-14  
 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  
 General Partitions Mfg Corp  
 By: *George Zahner*  
 Title: President  
 Date: 12/26/12

STATE OF ~~NEW YORK~~ PA )  
 ) ss:  
 COUNTY OF Erie )

On the 10th day of Dec, in the year 2012 before me, the undersigned, personally appeared George Zahner, 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.

*Maureen A. Decker*  
 Signature and Office of individual  
 taking acknowledgment

THI  
 NOTARIAL SEAL  
 MAUREEN A. DECKER, NOTARY PUBLIC  
 ERIE, ERIE COUNTY,  
 MY COMMISSION EXPIRES MARCH 15, 2015

COMMONWEALTH OF PENNSYLVANIA  
 NOTARIAL SEAL  
 MAUREEN A. DECKER, NOTARY PUBLIC  
 ERIE, ERIE COUNTY,  
 MY COMMISSION EXPIRES MARCH 15, 2015

A-14

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 KEYSTONE POWDERED METAL Co.  
AKA KEYSTONE CARBON Co.  
By: [Signature]  
Title: President & CEO  
Date: 3-20-13

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

On the 20th day of MARCH, in the year 2013 before me, the undersigned, personally appeared Charles J. Rogosiek III, 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 acknowledgments  
COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Barbara N. Ruffner, Notary Public  
City of St. Marys, Elk County  
My Commission Expires June 15, 2013  
Member, Pennsylvania Association of Notaries

A-14

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. Gombinski

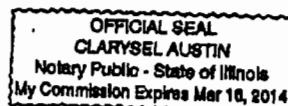
Title: VP

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. GOMBINSKI, 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



**COMMONWEALTH OF PENNSYLVANIA**  
**Notarial Seal**  
**Kathleen S. Vecchio, Notary Public**  
**Bradford Twp., McKean County**  
**My Commission Expires Nov. 2, 2013**  
**Member, Pennsylvania Association of Notaries**



A-14

## 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, Inc.  
 By: Alonso P. Maguire  
 Title: PRESIDENT  
 Date: 3/15/13

STATE OF NEW YORK )  
 COUNTY OF monroe ) ss:

On the 18 day of march, in the year 2013, before me, the undersigned, personally appeared Dennis M. 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.

Kristin M. Underhill  
 Signature and Office of individual  
 taking acknowledgment

KRISTIN M. UNDERHILL  
 NOTARY PUBLIC STATE OF NEW YORK  
 NO. 0106008109  
 QUAL. FILED IN MONROE COUNTY  
 EXPIRATION DATE: MARCH 3, 2015

A-14

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: V. Sheldon Alfiero

Title: Manager

Date: 3-15-13

STATE OF NEW YORK )

COUNTY OF )

ss:

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.

Karen M. Orlovski  
Signature and Office of individual  
taking acknowledgment

KAREN M. ORLOWSKI  
Lic. #01068061623  
Notary Public-State of New York  
Qualified in Erie County  
My Commission Expires JULY 18 2016

A-14

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]

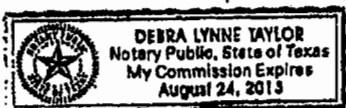
Title: VICE PRESIDENT - OCC

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.

Debra Lynne Taylor  
Signature and Office of individual  
taking acknowledgment



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

A-14

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: Artis M. Richards

Title: CORP VP. E.H.S.

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 Artis 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



By:

Lauren Alvarado

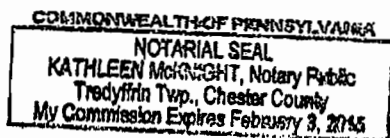
Title: VICE PRESIDENT-HSE

Date: 3-5-2013

STATE OF NEW YORK )  
COUNTY OF Chester ) ss:

On the 5<sup>th</sup> day of March in the year 2023 before me, the undersigned, personally appeared Quinn A. Hoffman 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.

Kristen Mykelt - Notary  
Signature and Office of individual  
taking acknowledgment



A-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 SOLVENTS AND PETROLEUM SERVICE

By: [Signature]

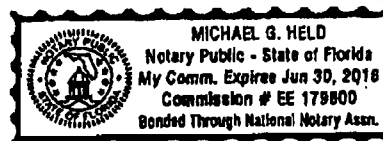
Title: V.P.

Date: 12/12/13

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF )

On the 14th day of DEC, in the year 2013 before me, the undersigned, personally appeared FREDRIC SAKES, 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



A-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: Spears USA LLC nka  
Sonoco Products Company

By: Rick 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

A-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 Texttron Inc.

By: *Julie Duffy*

Title: VP - Deputy General Counsel - Litigation

Date: January 2, 2013

OK  
JMD  
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.

*Lynn M. Rotondo*  
Signature and Office of individual  
taking acknowledgment



A-14

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: United Technologies Corporation\*

By: 

Richard H. Bennett

Title: Vice President, Environment, Health & Safety

Date: 3-11-13

STATE OF CONNECTICUT )

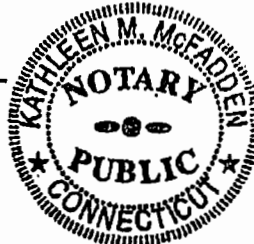
) ss:

COUNTY OF HARTFORD )

On the 11 day of March, in the year 2013 before me, the undersigned, personally appeared Richard H. Bennett, 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  
Kathleen M. McFadden  
Notary Public  
Commission Expires: 2/28/2015



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

Carrier Corporation  
Carrier 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

A-14

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. 01W6089089  
QUALIFIED IN MONROE COUNTY  
MY COMMISSION EXPIRES MARCH 17, 2015

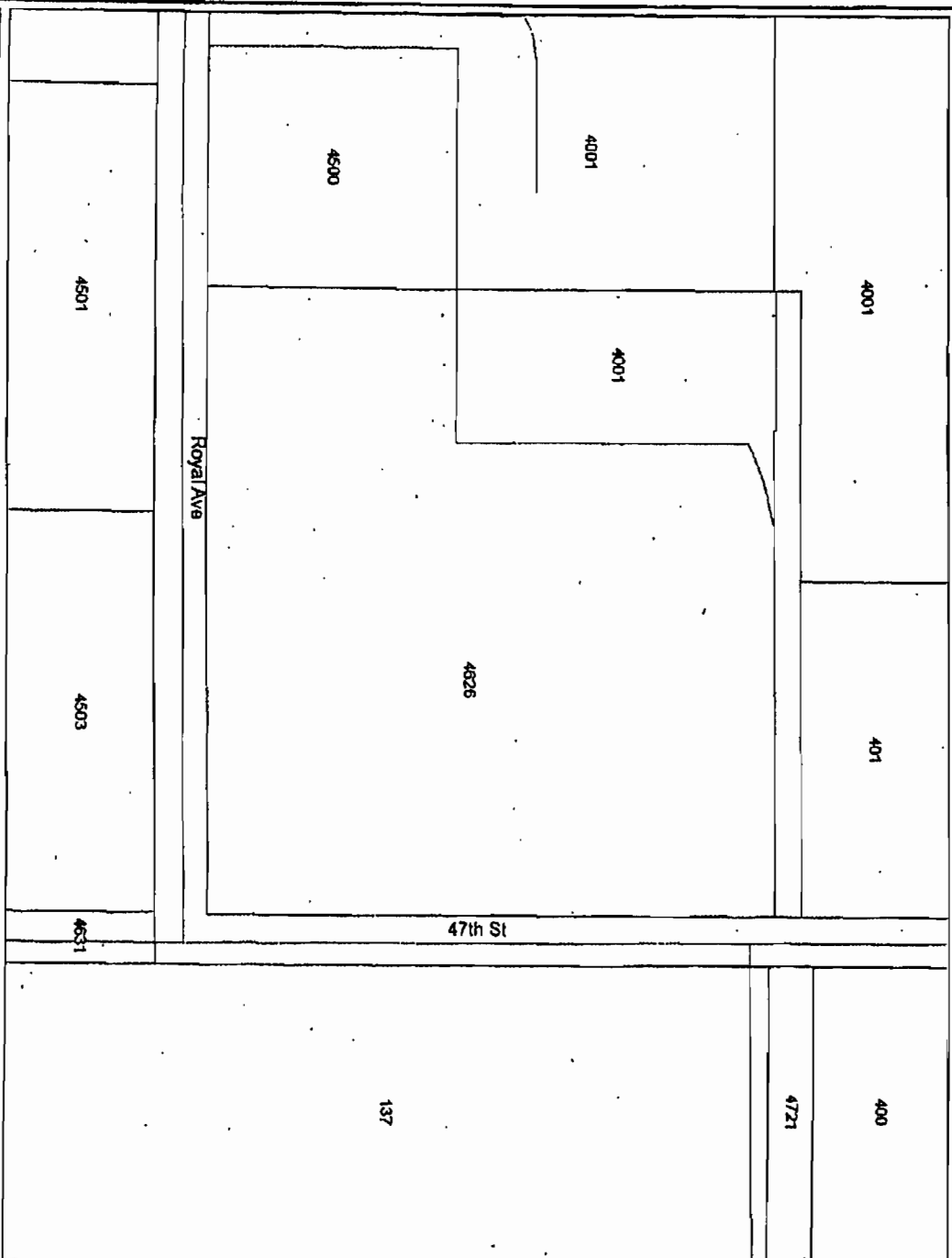
A-15

**EXHIBIT "A"**

**Map of Site**



# Niagara County On-Line Mapping System

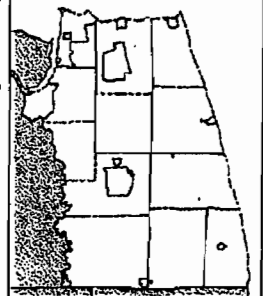


0.1 0 0.03 0.1 Miles

Niagara County and its officials and employees assume no responsibility or legal liability for the accuracy, completeness, reliability, timeliness, or usefulness of any information provided. Tax parcel data was prepared for tax purposes only and is not to be reproduced or used for surveying or conveyancing.

DEPARTMENT OF REAL PROPERTY SERVICES

NIAGARA COUNTY, NEW YORK



## Legend

### Streets and Highways

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

□ Parcels

1:2,134



### Notes

Frontier Chemical Royal Ave

**A-17**

**ATTACHMENT A**

**Respondents**

A-16

**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.

**ATTACHMENT A**

**Respondents**

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

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

**Marc Equity Realty**

**Translagara 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.)**

**Luminite 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**

**A-18**

**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 Novellis Corporation  
Aliquippa & Southern  
Railroad Company (The  
Cuyahoga Valley Railway  
Co.)  
Allegheny Bradford  
Corporation  
Allen Harbor Marina  
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.  
Anocoll  
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. (Arflow Systems,  
Inc.)  
Area Tool & Manufacturing, Inc.  
Arel 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  
 Baldwinville Central School  
 District  
 Ball Corporation  
 Ballet Makers, Inc. (Capezio)  
 Baltimore Aircoll  
 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 Specialties,  
 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  
 Boshinger Ingelheim  
 Pharmaceuticals, Inc.  
 Boening 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 Services, 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  
 Cailg 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.  
 Carlton 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  
 Chromium 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 Winoski  
 City School District of  
 Batavia  
 CJ Winter Machine Works  
 Inc. (parent company  
 :Brinkman International  
 Group, Inc.)  
 Clark Grave Vault  
 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  
 Coming 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.  
 Dubiller Realty (formerly  
 York Capacitor)  
 Duncan 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-Weldmann 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  
 Fosco 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  
 Genesee 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)  
 Gunlocks (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  
 Cory Hiebert Corporation  
 Cory 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.  
 Il 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.  
 Iscar 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 McNeerney 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 Runnemedes)  
 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.  
 Kolke 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.  
 Lightoller  
 Limco Airrepair, 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 (Bernis)  
 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 Filler 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. (Hexlon 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  
 Notaworthy Company  
 Noxell Corporation  
 Nu-Look Collision, Inc.  
 Nyco Minerals, Inc.  
 NYSEG/REG&E (Rochester  
 Gas & Electric)  
 O & S Research, Inc.  
 O.W. Hubbell & Sons Inc.  
 Oak Mistul 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 Flits Ford, Inc.  
 Philips Electronics of America  
 Philips Lighting Company  
 Philips Ultrasound  
 Phillips Andover Academy  
 Phonon Corporation  
 Pierce Corporation  
 Pike Industries  
 Plkur 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  
 Plzzagall 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.)  
 Proclino 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.  
 Reflex 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  
 Rohltec Engraving Corp. a/k/a  
 Roth Tec Engraving Corp.  
 Rotork Controls, Inc.  
 Roy Bros, Inc.  
 RSR Group Inc., as successor in  
 interest to RSR WHOLESALE  
 GUNS INC.  
 Rutgers Organics Corporation on  
 behalf of Rutgers 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  
 Sablin 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 Hennekes  
 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.)  
 SECOMWARWICK  
 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 Tropol; 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 (Moan)  
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.)  
Stripit Incorporated  
Stroehmann Bakeries, LC  
Strong National Museum 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 Genesee (The Genesee  
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  
Tlaga County Department of Public  
Works  
Titanium Finishing Company  
Titleist Golf Division (Acushnet  
Company)  
Tivoli 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.  
Vall 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  
Vitaallic 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.