NITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA Plaintiff, v. HONEYWELL INTERNATIONAL INC., Defendant.	)	Civil Action No. 5:17-cv-1344 (FJS/DEP) Consent Decree

537866

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I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint in this matter pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9607, seeking reimbursement of response costs incurred or to be incurred for response actions taken at or in connection with the release or threatened release of hazardous substances at the Onondaga Lake Superfund Site located in the City of Syracuse and in the Towns of Salina, Geddes, and Camillus, Onondaga County, New York.

B. In response to the release or threatened release of hazardous substances at or from the Site, EPA undertook response actions at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604, and may undertake additional response actions in the future.

C. In performing response actions at the Site, EPA has incurred response costs and may incur additional response costs in the future.

D. The United States alleges that the defendant ("Settling Defendant" or "Honeywell") is a responsible party pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is jointly and severally liable for response costs incurred and to be incurred at the Site.

E. The Settling Parties that have entered into this decree ("Consent Decree") do not admit any liability to Plaintiff arising out of the transactions or occurrences alleged in the complaint.

F. Settling Defendant has asserted that it has a cost recovery and/or contribution counterclaim based on alleged federal agency liability at the Site. Those federal agencies identified in Paragraph 3 ("Settling Federal Agencies") do not admit any liability arising out of

the transactions or occurrences that may be alleged in any counterclaim asserted by Settling Defendant.

G. The Other Settling Parties (as listed in Appendix A) have made payments to Honeywell for Settling Defendant's Response Costs at the Site under prior settlements with Honeywell. In exchange, Honeywell indemnified such parties for certain claims relating to remediation and restoration at the Lake Bottom Subsite.

H. The United States and Settling Parties agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the parties to this Consent Decree ("Parties") in good faith, that settlement of this matter without further litigation and without the admission or adjudication of any issue of fact or law is appropriate and will avoid prolonged and complicated litigation among the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the Parties to this Consent Decree, it is ORDERED, ADJUDGED, AND DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and Section 107 and 113(b) of CERCLA, 42 U.S.C. §§ 9607 and 9613(b), and also has personal jurisdiction over the Settling Parties. Solely for the purposes of this Consent Decree and the underlying complaint, the Settling Parties waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District. The Settling Parties shall not challenge entry or the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree is binding upon the United States and upon the Settling Parties and their successors and assigns. Any change in ownership or corporate or other legal status, including but not limited to any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of the Settling Parties under this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressly provided in this Consent Decree, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or its appendices, the following definitions shall apply:

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601-9675.

"Consent Decree" shall mean this Consent Decree and all appendices attached hereto. In the event of conflict between this Consent Decree and any appendix, the Consent Decree shall control.

"Day" or "day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

"DOJ" shall mean the United States Department of Justice and its successor departments, agencies, or instrumentalities.

"Effective Date" shall mean the date upon which the approval of this Consent Decree is recorded on the Court's docket.

"EPA" shall mean the United States Environmental Protection Agency and its successor departments, agencies, or instrumentalities.

"EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

"Hancock Field" shall mean the United States air base located north of Syracuse in Onondaga County, New York, which presently is the Hancock Field Air National Guard Base and previously was the Hancock Field Air Force Base, the Syracuse Army Air Base, the Mattydale Bomber Base, and the Syracuse Air Force Station.

"Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year. Rates are available online at https://www.epa.gov/superfund/superfund-interest-rates.

"Lake Bottom Past Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that EPA has incurred or paid at or in connection with the Lake Bottom Subsite, identified as Operable Unit 02 of the Site, through the date of lodging of this Consent Decree.

"National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

"Natural Resource Damages" shall mean any damages recoverable pursuant to Sections 107(a)(4)(C) and 107(f) of CERCLA, 42 U.S.C. §§ 9607(a)(4)(C) and 9607(f), and/or any other

federal law, state law, local law, common law or regulation for injury to, destruction of, loss of, loss of use of, or impairment of natural resources, including any services such natural resources provide, resulting from a release of oil or hazardous substances at or from the Site. Natural Resource Damages include, without limitation: (i) the costs of assessing injury to, destruction of, loss of, loss of use of, or impairment of natural resources and the resulting damage; (ii) the costs of restoration, rehabilitation, or replacement of injured or lost natural resources and the services they provide, or of acquisition of equivalent resources; (iii) the costs of planning such restoration activities; (iv) compensation for injury, destruction, loss, impairment, diminution in value, or loss of use of natural resources or natural resource services; and (v) each of the categories of recoverable damages described in 43 C.F.R. § 11.15 and applicable state law.

"Onondaga Lake Superfund Site Special Account" shall mean the special account, within the EPA Hazardous Substance Superfund, established for the Site by EPA pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. § 9622(b)(3).

"Other Settling Parties" shall mean those certain parties, listed on Appendix A, that entered into a prior settlement with Honeywell relating to the Site on or before December 6, 2016, which entitles them to indemnity for claims in contribution relating to the Lake Bottom Subsite. An entity that has entered into a settlement with Honeywell relating to the Lake Bottom Subsite after December 6, 2016 may be added to this Consent Decree as an Other Settling Party only in accordance with the provisions of Paragraphs 43 and 44 (Modification) of this Consent Decree.

"Other Settling Party" shall mean any one of the "Other Settling Parties."

"Other Settling Party Lake Bottom Response Costs" shall mean all costs of response incurred and to be incurred by an Other Settling Party at or in connection with the Lake Bottom Subsite, identified as Operable Unit 02 of the Site.

"Other Settling Party Lake Bottom Natural Resource Damages" shall mean all Natural Resource Damages incurred by an Other Settling Party at or in connection with the Lake Bottom Subsite, identified as Operable Unit 02 of the Site.

"Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper or lower case letter.

"Parties" shall mean the United States, the Settling Defendant, and all Other Settling Parties.

"Past Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that EPA has incurred or paid at or in connection with the Site, as defined herein, through the date of lodging of this Consent Decree, and all costs, including but not limited to direct and indirect costs, that the Department of Justice has incurred at or in connection with the Site through the date of lodging of this Consent Decree, plus accrued Interest on all such costs.

"Plaintiff" shall mean the United States of America.

"RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901-6992 (also known as the Resource Conservation and Recovery Act).

"Section" shall mean a portion of this Consent Decree identified by a Roman numeral.

"Settling Defendant" shall mean Honeywell International Inc.

"Settling Defendant's Response Costs" shall mean all costs of response incurred and to be incurred by Settling Defendant at or in connection with the Site as defined in Section 107(a)(4)(B), 42 U.S.C. § 9607(a)(4)(B).

"Settling Federal Agencies" shall mean the General Services Administration, the Defense Plant Corporation, the Reconstruction Finance Corporation, the United States Air Force, and their respective successor departments, agencies, or instrumentalities.

"Settling Parties" shall mean Honeywell and the Other Settling Parties.

"Site" shall mean the Onondaga Lake Superfund Site in Syracuse, Onondaga County, New York, listed on the National Priorities List, 59 Fed. Reg. 65,206 (December 16, 1994). The Site includes the Lake itself, six major and minor tributaries, various upland sources of contamination, and other subsites.

"United States" shall mean the United States of America and each department, agency, and instrumentality of the United States, including EPA, the Department of Justice, and Settling Federal Agencies.

V. PAYMENT OF RESPONSE COSTS

4. Payment by Settling Defendant for Past Response Costs. Within thirty (30) Days after the Effective Date, Settling Defendant shall pay to EPA $7.3 million in settlement of Plaintiff's claim under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), for Past Response Costs.

5. Settling Defendant shall make payment by Fedwire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice account in accordance with instructions provided to Settling Defendant by the Financial Litigation Unit ("FLU") of the United States Attorney's Office for the Northern District of New York after the Effective Date. The payment instructions provided by the FLU shall include a Consolidated Debt Collection System ("CDCS") number, which shall be used to identify any payments required of Settling Defendant in accordance with this Consent Decree. The FLU will provide the payment instructions to:

John P. McAuliffe, P.E
Program Director, Syracuse
Honeywell
301 Plainfield Road, Suite 330
Syracuse, NY 13212

on behalf of Settling Defendant. Settling Defendant may change the individual to receive payment instructions on its behalf by providing written notice of such change to DOJ and EPA in accordance with Section XIII (Notices and Submissions).

6. Notice of Payment. At the time of payment, Settling Defendant shall send notice that payment has been made to EPA and DOJ in accordance with Section XIII (Notices and Submissions), and to the EPA Cincinnati Finance Center by email at acctsreceivable.cinwd@epa.gov, or by regular mail to:

EPA Cincinnati Finance Office
26 Martin Luther King Drive
Cincinnati, Ohio 45268

Such notice shall reference the CDCS Number, Site/Spill ID Number 024O, and DOJ case number 90-11-3-08348.

7. Deposit of Payment. The total amount to be paid pursuant to Paragraph 4 shall be deposited by EPA in the Onondaga Lake Superfund Site Special Account to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

8. Payment by Settling Federal Agencies

a. As soon as reasonably practicable after the Effective Date, the United States, on behalf of Settling Federal Agencies, shall pay to Settling Defendant $6.25 million, in settlement of Settling Defendant's claims in contribution against the United States for Settling Defendant's Response Costs and Natural Resource Damages, by Automated Clearinghouse

("ACH") Electronic Funds Transfer in accordance with instructions provided by the Settling Defendant.

b. Interest. In the event that any payment required by Paragraph 8.a is not made within 120 days after the Effective Date, the United States, on behalf of Settling Federal Agencies, shall pay Interest on the unpaid balance, with such Interest commencing on the 121st day after the Effective Date and accruing through the date of the payment.

c. The Parties to this Consent Decree recognize and acknowledge that the payment obligations of Settling Federal Agencies under this Consent Decree can only be paid from appropriated funds legally available for such purpose. Nothing in this Consent Decree shall be interpreted or construed as a commitment or requirement that any Settling Federal Agency obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable provision of law.

VI. FAILURE TO COMPLY WITH CONSENT DECREE

9. Interest on Late Payments. If Settling Defendant fails to make any payment under Paragraph 4 (Payment by Settling Defendant for Past Response Costs) by the required due date, Interest shall accrue on the unpaid balance, starting on the due date, through the date of payment.

10. Stipulated Penalty.

a. If any amounts due to EPA under Paragraph 4 (Payment by Settling Defendant for Past Response Costs) are not paid by the required date, Settling Defendant shall be in violation of this Consent Decree and shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 9, $2,500 per violation per day that such payment is late.

b. Stipulated penalties are due and payable within thirty (30) Days after the date of the demand for payment of the penalties by EPA. All payments to EPA under this

Paragraph shall be identified as "stipulated penalties" and shall be made by Fedwire Electronic Funds Transfer ("EFT") to:

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York NY 10045

Field Tag 4200 of the Fedwire message should read "D 68010727 Environmental Protection Agency"

c. At the time of payment, Settling Defendant shall send notice to EPA and DOJ that payment has been made in accordance with Section XIII (Notices and Submissions) that payment has been made, and also provide notice to the EPA Cincinnati Finance Center by email at acctsreceivable.cinwd@epa.gov, or by mail to:

EPA Cincinnati Finance Office
26 Martin Luther King Drive
Cincinnati, Ohio 45268

Such notice shall reference Site/Spill ID Number 024O, the CDCS Number, and DOJ Case Number 90-11-3-08348.

d. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified Settling Defendant of the violation or has made a demand for payment, but payment need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment. Nothing in this Consent Decree shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

11. If the United States brings an action to enforce this Consent Decree, Settling Defendant shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

12. Payments made under this Section shall be in addition to any other remedies or sanctions available to Plaintiff by virtue of Settling Defendant's failure to comply with the requirements of this Consent Decree.

13. Notwithstanding any other provision of this Section VI, the United States may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Decree. Payment of stipulated penalties shall not excuse Settling Defendant from payment as required by Paragraph 4 of this Consent Decree nor from performance of any other requirements of this Consent Decree.

VII. COVENANTS BY PLAINTIFF

14. Covenants for Settling Defendant and Other Settling Parties by United States. Except as specifically provided in Section VIII (Reservation of Rights by United States), the United States covenants not to sue or to take administrative action against Settling Defendant pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs. Except as specifically provided in Section VIII (Reservation of Rights by the United States), the United States covenants not to sue or to take administrative action against Other Settling Parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover (i) Lake Bottom Past Response Costs and/or (ii) Past Response Costs that are not attributable to a specific operable unit of the Site. For Other Settling Parties that are signatories to this Consent Decree as of the Effective Date, these covenants shall take effect upon the Effective Date. For those additional entities that have settled or may settle with Honeywell after December 6, 2016, pursuant to

Paragraphs 43 and 44 (Modification) these covenants shall take effect upon the date that such Other Settling Party's executed signature page is filed with the Court. These covenants are conditioned upon the satisfactory performance by Settling Defendant of its obligations under this Consent Decree. These covenants extend only to the Settling Parties and any Other Settling Parties added through the process set forth in Paragraphs 43 and 44 of this Consent Decree and do not extend to any other person.

15. Covenants for Settling Federal Agencies by EPA. Except as specifically provided in Section VIII (Reservation of Rights by United States), EPA covenants not to take administrative action against Settling Federal Agencies pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), with regard to the Site, with the exception of Operable Unit 25, identified as the Lower Ley Creek Subsite of the Onondaga Lake Superfund Site. These covenants shall take effect upon the Effective Date. These covenants are conditioned upon the satisfactory performance by Settling Federal Agencies of their obligations under this Consent Decree. The covenants in this Paragraph 15 extend only to Settling Federal Agencies and do not extend to any other person.

VIII. RESERVATIONS OF RIGHTS BY UNITED STATES

16. The United States reserves, and this Consent Decree is without prejudice to, all rights against the Settling Parties, with respect to all matters not expressly included within Paragraph 14 (Covenants for Settling Defendant and Other Settling Parties by United States). Notwithstanding any other provision of this Consent Decree, the United States reserves all rights against the Settling Parties, with respect to:

a. liability for failure of Settling Party to meet a requirement of this Consent Decree;

b. liability of Honeywell for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs;

c. liability of Other Settling Parties that are not within the scope of the covenants set forth in Paragraph 14;

d. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;

e. criminal liability; and

f. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

17. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Federal Agencies with respect to all matters not expressly included within Paragraph 15 (Covenant for Settling Federal Agencies by EPA). Notwithstanding the covenants set forth in Paragraph 15 (Covenants for Settling Federal Agencies by EPA), and notwithstanding any other provision of this Consent Decree, EPA and the federal natural resource trustees reserve, and this Consent Decree is without prejudice to, all rights against Settling Federal Agencies with respect to:

a. liability for failure of Settling Federal Agencies to meet a requirement of this Consent Decree;

b. liability under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), for costs incurred or to be incurred by the United States with respect to Operable Unit 25 of the Site, identified as the Lower Ley Creek Subsite of the Onondaga Lake Superfund Site;

c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606, with respect the Site;

d. criminal liability; and

e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

IX. COVENANTS BY SETTLING PARTIES AND SETTLING FEDERAL AGENCIES

18. Covenants by Settling Defendant. Settling Defendant covenants not to sue and agrees not to assert any claims or causes of action against the United States, or its contractors or employees (to the extent acting in their capacity as contractors or employees of the United States respectively), with respect to Past Response Costs, Lake Bottom Past Response Costs, Settling Defendant's Response Costs, Natural Resource Damages, and this Consent Decree, including but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of the response actions at the Site for which the Past Response Costs, Lake Bottom Past Response Costs, or Settling Defendant's Response Costs were incurred, including any claim under the United States Constitution, the Constitution of the State of New York, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, or at common law; or

c. any claim pursuant to Sections 107 or 113 of CERCLA, 42 U.S.C. § 9607 or 9613, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law for Past Response Costs, Lake Bottom Past Response Costs, Settling Defendant's Response Costs or Natural Resource Damages.

19. Notwithstanding the covenants set forth in Paragraph 18 (Covenants by Settling Defendant), and notwithstanding any other provision of this Consent Decree, Settling Defendant reserves, and this Consent Decree is without prejudice to, all rights against the United States with respect to liability for any response costs or damages:

a. that are (i) incurred at or in connection with the Site after the Effective Date, (ii) resulting from contaminants not included in the Onondaga Lake Bottom Subsite Record of Decision (July 2005), and (iii) that were discharged or released from Hancock Field; or

b. that are incurred by Settling Defendant after the Effective Date at Hancock Field itself.

20. Covenants by Other Settling Parties. Other Settling Parties covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees (to the extent acting in their capacity as contractors or employees of the United States respectively), with respect to Past Response Costs, Lake Bottom Past Response Costs, Settling Defendant's Response Costs, Other Settling Party Lake Bottom Response Costs, Other Settling Party Lake Bottom Natural Resource Damages, and this Consent Decree, including but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of the response actions at the Site for which the Past Response Costs, Lake Bottom Past Response Costs, Settling Defendant's Response Costs, or Other Settling Party Lake Bottom Response Costs were incurred, including any claim under the United States Constitution, the Constitution of the State of New York, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, or at common law; or

c. any claim pursuant to Sections 107 or 113 of CERCLA, 42 U.S.C. § 9607 or 9613, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law for Past Response Costs, Lake Bottom Past Response Costs, Settling Defendant's Response Costs, Other Settling Party Lake Bottom Response Costs, or Other Settling Party Lake Bottom Natural Resource Damages.

21. Covenant by Settling Federal Agencies. Settling Federal Agencies agree not to assert any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund through CERCLA Sections 106(b)(2), 107, 111, 112, or 113, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law with respect to response costs incurred or to be incurred at the Site and this Consent Decree, with the exception of Operable Unit 25, identified as the Lower Ley Creek Subsite of the Onondaga Lake Superfund Site. These covenants do not preclude demand for reimbursement from the Superfund of costs incurred by a Settling Federal Agency in the performance of its duties (other than pursuant to this Consent Decree) as lead or support agency under the NCP.

22. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

23. Claims Against De Micromis Parties. Honeywell agrees not to assert any claims and agrees to waive all claims or causes of action (including but not limited to claims or causes of action under Sections 107(a) and 113 of CERCLA) that it may have for all matters relating to the Site against any person where the person's liability to Honeywell with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if all or part of the disposal, treatment, or transport occurred before April 1, 2001, and the total amount of material containing hazardous substances contributed by such person to the Site was less than 110 gallons of liquid materials or 200 pounds of solid materials.

24. Claims Against De Micromis Parties. Other Settling Parties agree not to assert any claims and agree to waive all claims or causes of action (including but not limited to claims or causes of action under Sections 107(a) and 113 of CERCLA) that they may have for all matters relating to the Lake Bottom Subsite against any person where the person's liability to Other Settling Parties with respect to the Lake Bottom Subsite is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Lake Bottom Subsite, or having accepted for transport for disposal or treatment of hazardous substances at the Lake Bottom Subsite, if all or part of the disposal, treatment, or transport occurred before April 1, 2001, and the total amount of material containing hazardous substances contributed by such person to the Lake Bottom Subsite was less than 110 gallons of liquid materials or 200 pounds of solid materials.

25. The waivers under Paragraphs 23 and 24 shall not apply with respect to any defense, claim, or cause of action that Honeywell or the Other Settling Parties may have against any person meeting the above criteria if such person asserts a claim or cause of action against Honeywell relating to the Site or against Other Settling Parties relating to the Lake Bottom Subsite. This waiver also shall not apply to any claim or cause of action against any person meeting the above criteria if EPA determines:

a. that such person has failed to comply with any EPA information request or administrative subpoena issued pursuant to Section 104(e) or 122(e) of CERCLA, 42 U.S.C. § 9604(e) or 9622(e), or Section 3007 of RCRA, 42 U.S.C. § 6927, or has impeded or is impeding, through action or inaction, the performance of a response action or natural resource restoration with respect to the Site, or has been convicted of a criminal violation for the conduct

to which this waiver would apply and that conviction has not been vitiated on appeal or otherwise; or

b. that the materials containing hazardous substances contributed to the Site by such person have contributed significantly, or could contribute significantly, either individually or in the aggregate, to the cost of the response action or natural resource restoration at the Site.

X. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

26. Except as otherwise provided herein in Paragraphs 23 and 24 nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Except as provided in Section IX (Covenants by Settling Parties and Settling Federal Agencies), each of the Parties expressly reserves any and all rights (including, but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action that each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any persons other than a Party hereto. Nothing in this Consent Decree diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2) and (3), to pursue a non-Party to obtain additional response costs or enjoin response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

27. The Parties agree, and by entering this Consent Decree this Court finds, that this Consent Decree constitutes a judicially-approved settlement pursuant to which Settling Parties and Settling Federal Agencies have, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and that Settling Parties and each Settling Federal Agency is entitled, as of the Effective Date, to

protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), or as may be otherwise provided by law, for the "matters addressed" in this Consent Decree. With respect to Settling Defendant, the "matters addressed" in this Consent Decree are Past Response Costs. With respect to Other Settling Parties, the "matters addressed" in this Consent Decree are Lake Bottom Past Response Costs and Past Response Costs not attributable to a particular operable unit. With respect to the Settling Federal Agencies, the "matters addressed" in this Consent Decree are all response costs incurred or to be incurred at or in connection with the Site except for those response costs incurred or to be incurred at or in connection with Operable Unit 25, identified as the Lower Ley Creek Subsite of the Onondaga Lake Superfund Site.

28. The Parties further agree, and by entering this Consent Decree this Court finds, that the Complaint filed by the United States in this action is a civil action within the meaning of Section 113(f)(1) of CERCLA, 42 U.S.C. § 9613(f)(1), and that this Consent Decree constitutes a judicially-approved settlement pursuant to which each Settling Party and each Settling Federal Agency has, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

29. Settling Parties shall, with respect to any suit or claim brought by them for matters related to this Consent Decree, notify EPA and DOJ in writing no later than sixty (60) Days prior to the initiation of such suit or claim. Settling Parties also shall, with respect to any suit or claim brought against them for matters related to this Consent Decree, notify EPA and DOJ in writing within ten (10) Days after service of the complaint or claim upon that Settling Party. In addition, each Settling Party shall notify EPA and DOJ within ten (10) Days after

service or receipt of any Motion for Summary Judgment, and within ten (10) Days after receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

30. In any subsequent administrative or judicial proceeding initiated by the United States against, inter alia, Settling Parties for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Parties shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenants by Plaintiff set forth in Paragraphs 14 and 15 of this Consent Decree.

XI. ACCESS TO INFORMATION

31. Settling Defendant shall provide to EPA, upon request, copies of all records, reports, documents, and other information, including records, reports, documents, and other information in electronic form (hereinafter referred to as "Records"), within its possession or control or that of its contractors or agents relating to activities at the Site, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information regarding the Site.

32. Privileged and Protected Claims.

a. Settling Defendant may assert that all or part of a Record is privileged or protected as provided under federal law, provided it complies with Paragraph32.b, and except as provided in Paragraph 32.c.

b. If Settling Defendant asserts a claim of privilege or protection, it shall provide Plaintiff with the following information regarding such Record: its title; its date; the name, title, affiliation (e.g., company or firm), and address of the author, of each addressee, and of each recipient; a description of the Record's contents; and the privilege or protection asserted. If a claim of privilege or protection applies only to a portion of a Record, Settling Defendant shall provide the Record to Plaintiff in redacted form to mask the privileged or protected information only. Settling Defendant shall retain all Records that it claims to be privileged or protected until the United States has had a reasonable opportunity to dispute the privilege or protection claim and any such dispute has been resolved in the Settling Defendant's favor.

c. Settling Defendant may make no claim of privilege or protection regarding:

(1) any data regarding the Site, including but not limited to all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, radiological, or engineering data, or the portion of any other Record that evidences conditions at or around the Site; or

(2) the portion of any Record that Settling Defendant is required to create or generate pursuant to this Consent Decree.

33. Business Confidential Claims. Settling Defendant may assert that all or part of a Record submitted to Plaintiff under this Section or Section XII (Retention of Records) is business confidential to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. 2.203(b). Settling Defendant shall segregate and clearly identify all Records or parts thereof submitted under this Consent Decree for which

Settling Defendant asserts a business confidentiality claim. Records submitted to EPA determined to be confidential by EPA will be accorded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies Records when they are submitted to EPA, or if EPA has notified Settling Defendant that it has determined that the Records are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2 Subpart B, and Settling Defendant has not contested such determination, the public may be given access to such Records without further notice to Settling Defendant.

34. Notwithstanding any provision of this Consent Decree, the United States retains all of its information gathering and inspection authorities and rights, including enforcement actions related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

XII. RETENTION OF RECORDS

35. Until six (6) years after the Effective Date, Settling Defendant shall preserve and retain all non-identical copies of Records now in its possession or control, or that come into its possession or control, that relate in any manner to its liability under CERCLA with respect to the Site. Each of the above record retention requirements shall apply regardless of any corporate retention policy to the contrary.

36. At the conclusion of the six (6) year record retention period, Settling Defendant shall notify EPA and DOJ at least ninety (90) days prior to the destruction of any such Records, and, upon request by EPA or DOJ, and except as provided in Paragraph 32 (Privileged and Protected Claims), Settling Defendant shall deliver any such Records to EPA.

37. Settling Defendant certifies that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any Records (other than identical copies) relating to its potential liability regarding the Site since

notification of potential liability by the United States or the State regarding the Site and that it has fully complied with any and all EPA and State requests for information regarding the Site pursuant to Sections 104(e) and 122(e)(3)(B) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e)(3)(B), Section 3007 of RCRA, 42 U.S.C. § 6927, and state law.

38. The United States acknowledges that each Settling Federal Agency (1) is subject to all applicable Federal record retention laws, regulations, and policies; and (2) has certified that it has fully complied with any and all EPA and State requests for information regarding the Site pursuant to Sections 104(e) and 122(e)(3)(B) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e)(3)(B), Section 3007 of RCRA, 42 U.S.C. § 6927, and state law.

XIII. NOTICES AND SUBMISSIONS

39. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified in this Section shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to EPA, DOJ, Settling Federal Agencies, and Settling Defendant, respectively.

As to DOJ:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Re: DJ # 90-11-3-08348

As to Settling Federal Agencies:

Chief, Environmental Defense Section
U.S. Department of Justice
Environment and Natural Resources Division
P.O. Box 7611
Washington, D.C. 20044-7611
Re: DJ # 90-11-6-18653

As to EPA:

Attorney, Onondaga Lake Superfund Site
U.S. Environmental Protection Agency Region 2
Office of Regional Counsel
New York/Caribbean Superfund Branch
290 Broadway, 17th Floor
New York, NY 10007

As to Settling Defendant:

Brian D. Israel
Arnold & Porter Kaye Scholer LLP
601 Massachusetts Ave., NW
Washington, DC 200001

John P. McAuliffe, P.E.
Program Director, Syracuse
Honeywell
301 Plainfield Road, Suite 330
Syracuse, NY 13212

XIV. RETENTION OF JURISDICTION

40. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XV. MODIFICATION

41. Except as provided in this Paragraph and in Paragraph 44, below (providing for addition of other entities to be included as Other Settling Parties under this Consent Decree), any material modification of this Consent Decree shall be made by agreement of all Parties and in writing, and shall not take effect unless approved by the Court. Any non-material modification

to this Consent Decree and the addition of Other Settling Parties pursuant to Paragraph 44, below, shall be made by agreement of Settling Defendant and the United States and in writing, and shall not take effect until filed with the Court.

42. Nothing in this Consent Decree shall be deemed to alter the Court's power to enforce, supervise, or approve modifications to this Consent Decree.

43. Additional Other Settling Parties may be added to this Consent Decree pursuant to the requirements of Paragraph 44, below, if, within twenty (20) Days after Honeywell's receipt of any proceeds recovered from any settlement executed after December 6, 2016, with respect to the Lake Bottom Subsite Honeywell pays five (5) percent of all such proceeds to the United States to be deposited in the Onondaga Lake Superfund Site Special Account to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund. Payment shall be made in accordance with Paragraphs 5 and 6, above.

44. The United States agrees to add additional entities as Other Settling Parties to the list in Appendix A to be bound by the terms of this Consent Decree, provided that (i) Honeywell has made the payment required by Paragraph 43, above, and (ii) each proposed additional Other Settling Party has executed the prescribed form of Consent Decree signature page for an Other Settling Party (Appendix B hereto); (iii) Honeywell has provided Plaintiff with the fully executed prescribed form of Consent Decree signature page for the additional Other Settling Party; and (iv) Honeywell has provided Plaintiff with probative evidence of the settlement agreement between Honeywell and such entity including that such entity is entitled to indemnity as of the date of execution of the settlement agreement with Honeywell and remains so entitled

under that settlement agreement for claims in contribution relating to the Lake Bottom Subsite made against the entity.

XVI. INTEGRATION/APPENDICES

45. Except as provided in Paragraph 44, above, this Consent Decree and its Appendix A constitute the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Consent Decree. The following appendix is attached to and incorporated into this Consent Decree: "Appendix A" is the current list of Other Settling Parties. Appendix B is the prescribed form of Consent Decree signature page for an Other Settling Party.

XVII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

46. This Consent Decree shall be lodged with the Court for a period of at least thirty (30) days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations that indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Parties consent to the entry of this Consent Decree without further notice.

47. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any Party, and the terms of the agreement may not be used as evidence in any litigation amongst the Parties.

XVIII. SIGNATORIES/SERVICE

48. Each undersigned representative of Settling Parties and the Chief, Environmental Defense Section, and the Chief/Deputy Chief, Environmental Enforcement Section, Environment and Natural Resources Division, United States Department of Justice certifies that he or she is

authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

49. Settling Parties agree not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree unless the United States has notified Settling Parties in writing that it no longer supports entry of the Consent Decree.

50. Settling Parties shall identify, on their signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of the Settling Party with respect to all matters arising under or relating to this Consent Decree. Settling Defendant hereby agrees to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons. The Parties agree that Settling Defendant need not file an answer to the complaint in this action unless or until the Court expressly declines to enter this Consent Decree.

XIX. FINAL JUDGMENT

51. Upon entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment between and among the United States and the Settling Parties. .

SO ORDERED THIS 17th DAY OF April, 2018.

Frederick J. Scullin, Jr.
Senior United States District Judge

Consent Decree Signature Page, *United States v. Honeywell International Inc.*

FOR THE UNITED STATES OF AMERICA:

12/12/17
Date

JEFFREY H. WOOD
Acting Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20530]

Dec. 13, 2017
Date

DONNA D. DUER
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
202-514-3475
Donna.duer@usdoj.gov
DC Bar No. 414056

12/13/17
Date

LETITIA J. GRISHAW
Chief
Environmental Defense Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611 Ben Franklin Station
Washington, D.C. 20044-7611

Consent Decree Signature Page, *United States v. Honeywell International Inc.*

12/13/17
Date

JUSTIN D. HEMINGER
Senior Attorney
Environmental Defense Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611 Ben Franklin Station
Washington, D.C. 20044-7611
202-514-2689
justin.heminger@usdoj.gov

GRANT C. JACQUITH
Acting United States Attorney
Northern District of New York

Date

THOMAS SPINA
Assistant United States Attorney
Northern District of New York
P.O. Box 7198
100 South Clinton Street
Syracuse, NY 13261-7198
Telephone: (315) 448-0672
Fax: (315) 448-0689

Consent Decree Signature Page, *United States v. Honeywell International, Inc.*

Dec. 12, 2017
Date

WALTER MUGDAN
Director, Emergency and Remedial Response Division
U.S. Environmental Protection Agency
290 Broadway
New York, NY 10007-1866

Consent Decree Signature Page, *United States v. Honeywell International Inc.*

FOR HONEYWELL INTERNATIONAL INC.

11/30/2017
Date

Name (print): D. Evan van Houk
Title: VP HSEPS
Address: 115 Tabor Road, Morris Plains, NJ 07950

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): BRIAN D. ISRAEL
Title: Partner, APKS LLP
Address: 601 Massachusetts Ave
Phone: 2029426546
email: brian.israel@aporter.com

APPENDIX B

Consent Decree Signature Page, *United States v. Honeywell International Inc.*

THE UNDERSIGNED OTHER SETTLING PARTY hereby assents to all terms of the UNITED STATES V. HONEYWELL INTERNATIONAL, INC. Consent Decree relating to the Onondaga Lake Superfund Site applicable to the "Settling Parties" and the "other Settling Parties," including the provisions of Section IX (Covenants by Settling Parties). The Consent Decree shall apply to and bind the undersigned "Other Settling Party" upon the later of the Consent Decree's Effective Date or the date on which this Consent Decree signature page is filed with the Court in this action.

FOR CARRIER CORPORATION

November 29, 2017
Date

Signature:

Name (print): Sarah David

Title: Vice President, Legal & General Counsel

Address: P.O. Box 109615 M/S 715-01
Palm Beach Gardens, FL 33410

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Signature:

Name (print): Kathleen M. McFadden

Title: Counsel

Address: Ten Farm Springs Rd
M/S 10FS-2
Farmington CT 06032

Telephone: 860-728-7895

APPENDIX B

Consent Decree Signature Page, *United States v. Honeywell International Inc.*

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FOR COOPER INDUSTRIES, LLC AND ITS SUCCESSORS AND ASSIGNS

11/2/17
Date

Signature: _____

Name (print): Lizbeth L. Wright

Title: Vice President and Secretary

Address: Eaton
1000 Eaton Boulevard
Cleveland, OH 44122

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Signature: _____

Name (print): Vince Atriano

Title: Partner

Address: Squire Patton Boggs (US) LLP
2000 Huntington Center
41 South High Street
Columbus, OH 43215

Telephone: 614-365-2783

APPENDIX B

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FOR: **EMERSON ELECTRIC CO.** former parent of Lipe Rollway Corporation now dissolved

12/12/2017
Date

Signature: Stephen L. Clarke

Name (print): Stephen L. Clarke

Title: Vice President Environmental Affairs and Real Estate

Address: 8000 West Florissant Avenue
St. Louis, MO 63136

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Signature: _____

Name (print): Sheila M. Harvey

Title: Pillsbury Winthrop Shaw Pittman LLP

Address: 1200 Seventeenth Street, NW
Washington, D.C. 20036-3006

Telephone: _____

APPENDIX B

Consent Decree Signature Page, *United States v. Honeywell International Inc.*

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FOR General Electric Company

11/8/2017
Date

Signature: [signature]

Name (print): Roderic McLaren

Title: Executive Counsel - Environmental Remediation

Address: 159 Plastics Ave.
Pittsfield, MA 01201

For This Matter

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Signature: [signature]

Name (print): DEAN S SOMMER

Title: Environmental Counsel

Address: YOUNG/SOMMER LLC
5 PALISADES DRIVE
ALBANY, NY 12205

Telephone: 518-438-9907 [ext 236]

APPENDIX B

Consent Decree Signature Page, *United States v. Honeywell International Inc.*

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FOR: Lockheed Martin Corporation

Date: December 12, 2017

Signature: _____

Name (print): Michael J. Sarpu_

Title: Vice President RMS Operations

Address: Lockheed Martin Corporation
100 Global Innovation Circle, MP 813
Orlando, FL 32825-5003

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Signature: _____

Name (print): Norman A. Varney, Jr.

Title: Associate General Counsel - Energy, Environment, Safety & Health

Address: Lockheed Martin Corporation
5600 West Sand Lake Road, MP 532
Orlando, FL 32819-8907

Telephone: (407) 356-6622

APPENDIX B

Consent Decree Signature Page, *United States v. Honeywell International Inc.*

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FOR Niagara Mohawk Power Corporation

11/27/2017
Date

Signature: [signature]

Name (print): Charles Willard

Title: Authorized Representative

Address: 300 Erie Blvd W
Syracuse NY 13202

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Signature: _____

Name (print): _____

Title: _____

Address: _____

_____

Telephone: _____

APPENDIX B

Consent Decree Signature Page, *United States v. Honeywell International Inc.*

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FOR SYRACUSE CHINA COMPANY, A SUBSIDIARY OF LIBBEY, INC. AND LIBBEY GLASS INC.

_____

Date November 27, 2017

Signature: Susan A. Kovach

Name (print): Susan A. Kovach

Title: Vice President, General Counsel & Secretary

Address: 300 Madison Avenue
Toledo, Ohio 43604

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Authorized Registered Agent for Service of Process

APPENDIX B

Consent Decree Signature Page, *United States v. Honeywell International Inc.*

THE UNDERSIGNED OTHER SETTLING PARTY hereby assents to all terms of the UNITED STATES V. HONEYWELL INTERNATIONAL, INC. Consent Decree relating to the Onondaga Lake Superfund Site applicable to the "Settling Parties" and the "Other Settling Parties," including the provisions of Section IX (Covenants by Settling Parties). The Consent Decree shall apply to and bind the undersigned "Other Settling Party" upon the later of the Consent Decree's Effective Date or the date on which this Consent Decree signature page is filed with the Court in this action.

FOR TPC YORK, INC., FORMERLY KNOWN AS THE PFALTZGRAFF CO., SYRACUSE CHINA CORPORATION AND ONONDAGA POTTERY

11/30/17
Date

Signature: Craig W. Bremer

Name (print): CRAIG W. BREMER

Title: SECRETARY

Address: 140 EAST MARKET ST.
YORK, PA. 17401

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Signature: _____

Name (print): CRAIG W. BREMER

Title: Same as above

Address: _____

_____

Telephone: 717 880-0810

with copy to Jean McCreary
Nixon Peabody
1300 Clinton Square
Rochester, NY 14604-1792

APPENDIX B

Consent Decree Signature Page, *United States v. Honeywell International Inc.*

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FOR: UNITED TECHNOLOGIES CORPORATION

12/11/17
Date

Signature: _____

Name (print): Richard Bennett

Title: VP EH&S

Address: Nine Farm Springs Road M/S 9FS-1

Farmington, CT 06032

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Signature: _____

Name (print): Kathleen M. McFadden

Title: Counsel

Address: Ten Farm Springs Rd, M/S 10FS-2

Farmington CT 06032

Telephone: 860-728-7895

Consent Decree, *United States v. Honeywell International, Inc.*

APPENDIX A
List of Other Settling Parties

Carrier Corporation

Cooper Industries, LLC.

Emerson Electric Co. (former parent of Lipe Rollway Corporation now dissolved)

General Electric Company

Lockheed Martin Corporation

Niagara Mohawk Power Corporation

Syracuse China Company, Libbey, Inc., and Libbey Glass Inc.

TPC York, Inc.

United Technologies Corproation