

US EPA ARCHIVE DOCUMENT


UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 1

 1 CONGRESS STREET, SUITE 1100
 BOSTON, MASSACHUSETTS 02114-2023


SDMS DocID

251304

March 30, 2006

Thomas C. Jackson, Esq.
 Baker Botts L.L.P.
 The Warner
 1299 Pennsylvania Ave., N.W.
 Washington, DC 20004-2400

Superfund Records Center
 SITE: _____
 BREAK: _____
 OTHER: _____

Re: Addition of Cash-Out Parties to the Third Amendment to the Administrative Order on
 Consent for Operable Unit Two of the Peterson/Puritan, Inc. Superfund Site

Dear Thomas:

This letter is to inform you that, as discussed, twenty five cash-out parties have been added to the Third Amendment to the Administrative Order on Consent for Operable Unit Two of the Peterson/Puritan, Inc. Superfund Site ("Third Amendment"). The following parties have been added to Appendix I of the Third Amendment:

American Steel & Aluminum Corp.	Kaman Aerospace Corporation
Avecia, Inc.	Philips Electronics North America Corporation
BAE Systems Information and Electronic Systems Integration Inc.	Providence & Worcester Railroad
Bayer Corporation/Agfa Corporation	Quest Diagnostics Incorporated
Boston Edison Co.	Rexam Image Products, Inc.
Corning, Inc.	Rockwell Collins, Inc.
Envirite	Rohm and Haas Company
ESCO Technologies Holding Inc.	Textron Corporation
ESCO Technologies Inc.	Tyco Electronics Corp.
Faulkner Hospital	Union Carbide Corporation
Hewlett-Packard Company	Verizon New England, Inc.
Huhtamaki-East Providence, Inc.	Zeneca, Inc.
Invensys Systems, Inc.	

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Internet Address (URL) • <http://www.epa.gov/region1>

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For your convenience, I have attached a copy of the Third Amendment with Appendix I updated to reflect the additions to the Cash-Out Parties list. If you have any questions or concerns, you can contact me at (617) 918-1774.

Sincerely,

Michelle Lauterback

Michelle Lauterback
Enforcement Counsel

Enclosure

cc. David J. Newton, EPA Remedial Project Manager
Andrew Shakalis, Unilever
Roy Giarrusso, Waste Management
Jonathan Murphy, CCL

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION I

In the matter of:)	
PETERSON/PURITAN, INC. NPL SITE)	
CCL Custom Manufacturing, Inc. (formerly Peterson/Puritan, Inc.))	
Martin Street)	
Cumberland, Rhode Island,)	
Bestfoods (formerly CPC International, Inc.),)	
Waste Management of Massachusetts, Inc.,)	
Waste Management Disposal Services of Massachusetts, Inc.,)	U.S. EPA Docket No.
Waste Management of Rhode Island, Inc.,)	1-87-1064
and)	
Clean Harbors of Braintree, Inc.,)	
Respondents)	
Proceeding Under Section 122(d)(3) (relating to a settlement agreement for action under Section 104(b)) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA))	
)	

**THIRD AMENDMENT TO
ADMINISTRATIVE ORDER ON CONSENT**

Pursuant to Paragraph 52 of the Administrative Order on Consent between the United States Environmental Protection Agency, Region I (“EPA”) and Peterson/Puritan, Inc. dated May 29, 1987 (“Consent Order”), the terms of the Consent Order, as amended, by the Second Amendment to Administrative Order on Consent dated July 13, 2001 (“Second Amendment”), are hereby amended as follows. Paragraphs 1, 12, 12a, 26 and 59 as set forth in the Second Amendment are hereby deleted and replaced by Paragraphs 1, 12, 26 and 59 of this Third Amendment to the Administrative Order on Consent (“Third Amendment”). Paragraphs 1a, 60, 61, 62, 63, 64 and 65 shall be added to the Consent Order.

1. This Consent Order, as amended, is entered into voluntarily by EPA and the parties listed in Appendix I ("Respondents"). Under this amended Consent Order: (1) the Performing Respondents CCL Custom Manufacturing, Inc. (formerly Peterson/Puritan, Inc.) ("CCL") and Waste Management of Massachusetts, Inc., Waste Management Disposal Services of Massachusetts, Inc., Waste Management of Rhode Island, Inc., and Clean Harbors of Braintree, Inc. (collectively referred to herein as "Waste Management") agree to complete a Remedial Investigation and Feasibility Study ("RI/FS") at the Second Operable Unit of the Peterson/Puritan, Inc. Superfund Site (hereinafter called "OU-2"), and (2) Waste Management and the Contributing Respondent Bestfoods (formerly CPC International, Inc.) (consistent with Bestfoods' sole obligations under the July 2001 Second Amendment to Administrative Order on Consent) agree to assume financial responsibility for those EPA costs associated with the RI/FS at OU-2 as further defined in Paragraphs 43 and 44 of this Consent Order, as amended. The activities constituting the RI/FS are described and defined in the November 2000 Statement of Work ("SOW"), as set forth in Appendix I of the July 2001 Second Amendment to Administrative Order on Consent. The activities constituting the RI/FS shall also include all additional activities mandated by EPA pursuant to the terms of this Consent Order, as amended. The Consent Order, as amended, is issued pursuant to the authority vested in the President of the United States by Sections 104, 107 and 122(d)(3) (relating to a settlement agreement for action under Section 104(b)) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended, 42 U.S.C. §§ 9604, 9607 and 9622. This authority has been delegated to the Administrator of EPA by Executive Order 12850, 52 Fed. Reg. 2926 (1987), further delegated to the Regional Administrator of EPA Region I by EPA Delegation Nos. 14-14C and 14-14-D, and further delegated to the Director, Office of Site Remediation and Restoration ("OSRR"), by EPA Region I Order No. 1200, dated June 30, 1995. Performing Respondents are jointly and severally liable for carrying out the obligations required of the Performing Respondents by the Consent Order, as amended. In the event of the insolvency or other failure of the Performing Respondents to implement the requirements of this Consent Order, as amended, the remaining Performing Respondents shall complete all such requirements. Contributing Respondents are jointly and severally liable for the obligations required of Contributing Respondents by the Consent Order, as amended. In the event of the insolvency or other failure of any of the Contributing Respondents to implement their obligations under this Consent Order, as amended, the remaining Contributing Respondents shall complete all such obligations. Each undersigned representative of Respondents certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Order, as amended, and to execute and legally bind Respondents to this Consent Order, as amended. The Respondents consent to and will not contest EPA jurisdiction regarding the Consent Order, as amended.

1a. References to Respondent or Respondent CCL in Paragraphs 2, 15-42, 45-54, and 56-57 of the Consent Order, as amended, shall be deemed to refer to Performing Respondents CCL and Waste Management. References to Respondent Bestfoods in Paragraphs 43 and 44 of the Consent Order, as amended, shall be deemed to refer to Bestfoods and Waste Management.

12. Respondents shall mean those parties identified in Appendix I of the Third Amendment. Those parties identified as Contributing Respondents shall mean the corporations, individuals, or other legal entities listed on Appendix I to the Consent Order, as amended, who have signed this Consent Order and who have agreed, consistent with Paragraph 1 set forth

above, to provide a part of the funding required for the Performing Respondents to meet their obligations under this Consent Order, as amended. Those parties identified as Performing Respondents shall mean the corporations, individuals, or other legal entities listed on Appendix I to the Consent Order, as amended, who have signed this Consent Order, as amended, and who have agreed, consistent with Paragraph 1 set forth above, to be responsible for performing all work required by this Consent Order, as amended, and for the payment of all sums due pursuant to the terms of the Consent Order, as amended, with funding contributed by the Contributing Respondents. Those parties identified as Cash-Out Respondents have contributed funds to the performance of the work required by this Consent Order, as amended, and are not obligated to perform the work required herein as defined herein.

26. Documents, including reports, approvals, disapprovals, and other correspondence to be submitted pursuant to the Consent Order, as amended, shall be sent to the Project Coordinators designated pursuant to Paragraph 28 or to such other persons designated in writing by EPA or the Respondents.

59. The provisions of the Consent Order, as amended, shall be deemed satisfied upon the issuance of the Record of Decision for OU-2 by EPA. For the purposes of the Consent Order, as amended, the issuance of the Record of Decision for OU-2 by EPA shall be a determination that the Performing and Contributing Respondents have demonstrated, to the satisfaction of EPA, that all the terms of the Consent Order, as amended, including the additional tasks, have been completed. Upon the issuance of the Record of Decision for OU-2 by EPA all obligations and duties of the Performing and Contributing Respondents arising under the Consent Order, as amended, shall terminate. This shall not, however, terminate the Performing and Contributing Respondents' obligation to pay for Past Response Costs and Future Response Costs for the RI/FS for OU-2 and any stipulated penalties under demand by EPA including the environmental improvement project required pursuant to Paragraph 41a of the Consent Order, as amended. "Past Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States paid at or in connection with OU-2 through September 30, 2000, plus interest on all such costs which has accrued pursuant to 42 U.S.C. § 9607(a) through such date. "Future Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States incurs in reviewing or developing plans, reports and other items pursuant to this Consent Order, as amended, verifying the work undertaken pursuant to this Consent Order, as amended, or otherwise implementing, overseeing, or enforcing this Consent Order through the date of the issuance of the Record of Decision for OU-2 by EPA, including but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, and Agency for Toxic Substances and Disease Registry costs. Future Response Costs shall also include all Interim Response Costs, which shall include all costs, including direct and indirect costs, (a) paid by the United States in connection with this Consent Order, as amended, between September 30, 2000 and the effective date of this Third Amendment, or (b) incurred prior to the effective date, but paid after that date.

60. In consideration of the actions performed and the payments made by Respondents under the terms of this Consent Order, as amended, and except as otherwise specifically provided for in this Consent Order, as amended, EPA covenants not to sue or take administrative action against Respondents pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for the Work performed under this Consent Order, as amended, or to recover Past

Response Costs or Future Response Costs. "Work" shall mean all activities Respondents have performed and are required to perform under this Consent Order, as amended (inclusive of all activities performed since May 29, 1987), except those required by Paragraph 39 (Record Preservation). This covenant not to sue is conditioned upon the satisfactory performance by Respondents of their obligations under this Consent Order, as amended, including, but not limited to, payment of Future Response Costs pursuant to the relevant provisions of this Consent Order, as amended. This covenant not to sue extends only to Respondents and does not extend to any other person. This covenant not to sue does not pertain to any matters other than those expressly identified herein.

61. Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Work, Past Response Costs, Future Response Costs or this Consent Order, as amended, 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 claims arising out of the Work or arising out of the response actions at or in connection with OU-2 for which the Past Response Costs or Future Response Costs have been or will be incurred, including any claim under the United States Constitution, the Rhode Island Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Work or payment of Past Response Costs or Future Response Costs.

62. Except as expressly provided in Paragraph 61 of this Consent Order, as amended, these covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to the reservations set forth in Paragraph 42, but only to the extent that Respondents' claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

63. Nothing in this Consent Order, as amended, 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).

64. EPA and Respondents agree that the actions undertaken by Respondents in accordance with this Consent Order, as amended, do not constitute an admission of any liability by any Respondent. Respondents do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Consent Order, as amended, the validity of the facts or allegations contained in this Consent Order, as amended. Respondents agree to comply with and be bound by the terms of this Consent Order, as amended, and further agree that they will not contest the basis or validity of this Consent Order, as amended, or its terms.

65. EPA and the Respondents agree that Respondents and their parents, subsidiaries and affiliates are entitled to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for “matters addressed” in this Consent Order, as amended. The “matters addressed” in this Consent Order, as amended, are the Work, Past Response Costs and Future Response Costs. Except as provided in Paragraph 60 of this Consent Order, as amended, nothing in this Consent Order, as amended, precludes the United States or Respondents from asserting any claims, causes of action, or demands against any persons not parties to this Consent Order, as amended, for indemnification, contribution or cost recovery.

For Respondent CCL Custom Manufacturing, Inc., formerly Peterson/Puritan, Inc.

Agreed this 13th day of October, 2004

For: Respondent CCL Custom Manufacturing, Inc., formerly Peterson/Puritan, Inc.

By: KA Samuel

Title: V.P., Engineering Services

For Respondent Bestfoods, formerly CPC International, Inc.

Agreed this 14th day of October, 2004

For: Respondent Bestfoods, formerly CPC International, Inc.

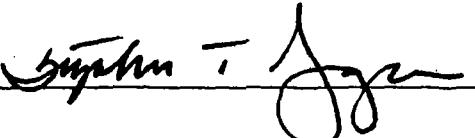
By: 

Andrew Shaktaris
Title: Associate General Counsel - Environmental & Safety
as in-house counsel, acting on behalf of
Bestfoods (formerly CPC International, Inc.)

For Respondent Waste Management of Massachusetts, Inc.

Agreed this 15th day of October, 2004

For: Respondent Waste Management of Massachusetts, Inc.

By: 

Title: Director-Closed Sites Management

For Respondent Waste Management Disposal Services of Massachusetts, Inc.

Agreed this 15th day of October, 2004

For: Respondent Waste Management Disposal Services of Massachusetts, Inc.

By: _____

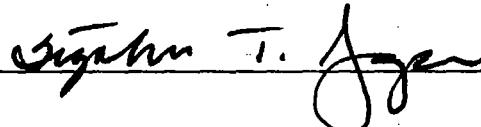
A handwritten signature in black ink, appearing to read "Lynn T. Joyce".

Title: Director-Closed Sites Management

For Respondent Waste Management of Rhode Island, Inc.

Agreed this 15th day of October, 2004

For: Respondent Waste Management of Rhode Island, Inc.

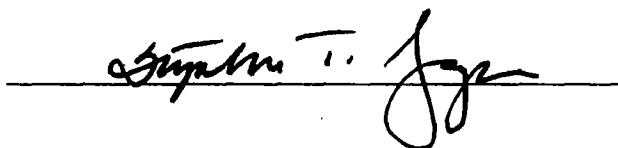
By: 

Title: Director-Closed Sites Management

For Respondent Clean Harbors of Braintree, Inc.

Agreed this 15th day of October, 2004

For: Respondent Clean Harbors of Braintree, Inc.

By: 

Title: Director-Closed Sites Management

For Respondent United States Environmental Protection Agency

It is so AGREED AND ORDERED this 18th day of October, 2004

By: Susan Studlien, Acting Director Date: 10/18/2004

Susan Studlien, Director
Office of Site Remediation and Restoration
U.S. Environmental Protection Agency

APPENDIX I

Respondents

Performing Respondents

- (1) CCL Custom Manufacturing, Inc. (formerly Peterson/Puritan, Inc.)
- (2) Waste Management of Massachusetts, Inc.
- (3) Waste Management Disposal Services of Massachusetts, Inc.
- (4) Waste Management of Rhode Island, Inc.
- (5) Clean Harbors of Braintree, Inc.

Contributing Respondents

- (1) Bestfoods (formerly CPC International, Inc.)
- (2) Waste Management of Massachusetts, Inc.
- (3) Waste Management Disposal Services of Massachusetts, Inc.
- (4) Waste Management of Rhode Island, Inc.
- (5) Clean Harbors of Braintree, Inc.

Cash-Out Parties

- (1) American Steel & Aluminum Corp.
- (2) Avecia, Inc.
- (3) BAE Systems Information and Electronic Systems Integration Inc.
- (4) Bayer Corporation/Agfa Corporation
- (5) Boston Edison Co.
- (6) Corning, Inc.
- (7) Envirite
- (8) ESCO Technologies Holding Inc.
- (9) ESCO Technologies Inc.
- (10) Faulkner Hospital
- (11) Hewlett-Packard Company
- (12) Huhtamaki-East Providence, Inc.
- (13) Invensys Systems, Inc.
- (14) Kaman Aerospace Corporation
- (15) Philips Electronics North America Corporation
- (16) Providence & Worcester Railroad
- (17) Quest Diagnostics Incorporated
- (18) Rexam Image Products, Inc.
- (19) Rockwell Collins, Inc.
- (20) Rohm and Haas Company
- (21) Textron Corporation
- (22) Tyco Electronics Corp.
- (23) Union Carbide Corporation
- (24) Verizon New England, Inc.
- (25) Zeneca, Inc.

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For Respondent American Steel & Aluminum Corp.

Agreed this 16th day of February, 2006

For: Respondent American Steel & Aluminum Corp.

By: 

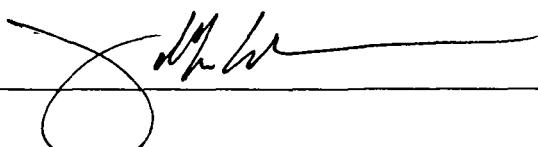
Ira K. Gross

Title: Attorney for American Steel & Aluminum Corporation
SULLIVAN & WORCESTER LLP
One Post Office Square
Boston, MA 02109
(617) 338-2800

For Respondent Avecia, Inc.

Agreed this 9th day of January, 2005

For: Respondent Avecia, Inc.

By: 

Title: Attorney

John A. Andreasen
McGrath North Mullin & Kratz
Suite 3700 First National Tower
1601 Dodge Street
Omaha, NE 68132

For Respondent Bayer Corporation

Agreed this 3rd day of March, 2006

By: Angela J. Myers

Title: Senior Vice President, Chief Legal Officer & Secretary

For Respondent Agfa Corporation, as successor in interest to Bayer Corporation

Agreed this ____ day of _____, 2006

By: _____

Title: _____

bos-fs1\183565v01

For Respondent Bayer Corporation

Agreed this _____ day of _____, 2006

By: _____

Title: _____

For Respondent Agfa Corporation, as successor in interest to Bayer Corporation

Agreed this 21st day of February, 2006

By: Robert K. Marafin

Title: Vice President & Secretary

bos-fs1\183565v01

For Respondent BAE Systems Information and Electronic Systems Integration Inc.
(formerly known as BAE Systems Aerospace, Inc.)

Agreed this 23 day of May, 2006

For: Respondent BAE Systems Information and Electronic Systems Integration Inc. (formerly known as BAE Systems Aerospace, Inc.)

By: Dick C

Title: Vice President, General Counsel and Ass't. Secretary

In the matter of: Peterson/Puritan Inc., NPL Site

U.S. EPA Docket No. 1-87-1064

For Respondent Boston Edison Co.

As a Cash-out Respondent

Agreed this 23rd day of January, 2008

For: Respondent Boston Edison Co.

By: Geffrey Lubbock

Title: Vice President

For Respondent Corning, Inc.

Agreed this 20th day of December, 2005

For: Respondent Corning, Inc.

By: 
Denise A. Hauselt

Title: Secretary

For Respondent Envirite Corporation

Agreed this 17th day of March, 2006

For: Respondent Envirite Corporation

By: Frank A. Johnson

Title: VP/Secretary

For Respondent ESCO Technologies Holding Inc.

Agreed this 24th day of MARCH, 2006

For: Respondent ESCO Technologies Holding Inc.

By: 

Title: Asst. SECRETARY

For Respondent ESCO Technologies Inc.

Agreed this 24th day of MARCH, 2006

For: Respondent ESCO Technologies Inc.

By: 

Title: ASST. SECRETARY

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For Respondent Faulkner Hospital

Agreed this 10th day of February, 2005

For: Respondent Faulkner Hospital

By: Michael Conding

Title: S.R.U.P., Finance

For Respondent Hewlett-Packard Company

Agreed this 27th day of March, 2006

For: Respondent Hewlett-Packard Company, a Delaware Corporation

By: 

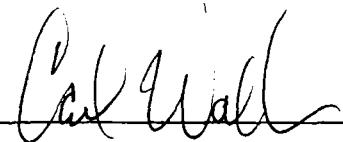
Title: Manager, Environmental Affairs

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For Respondent Huhtamaki-East Providence, Inc.

Agreed this _____ day of _____, 2005

For: Respondent Huhtamaki-East Providence, Inc.

By: 

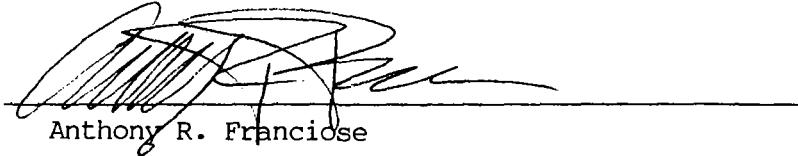
Title: Executive Vice President

For Respondent Invensys Systems, Inc.

Agreed this 14th day of February, 2006

For: Respondent Invensys Systems, Inc.

By:



Anthony R. Franciose

Title: Vice President

For Respondent Kaman Aerospace Corporation

Agreed this 29th day of MARCH, 2006

For: Respondent Kaman Aerospace Corporation

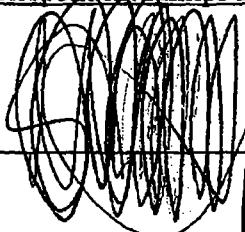
By: 

Title: GENERAL COUNSEL

For Respondent Philips Electronics North America Corporation

Agreed this 14th day of March, 2005

For: Respondent Philips Electronics North America Corporation

By: 

Title: Chief Financial Officer

US EPA ARCHIVE DOCUMENT

For Respondent Providence & Worcester Railroad

Agreed this 24th day of February, 2006

For: Respondent Providence & Worcester Railroad

By: 
P. Scott Conti

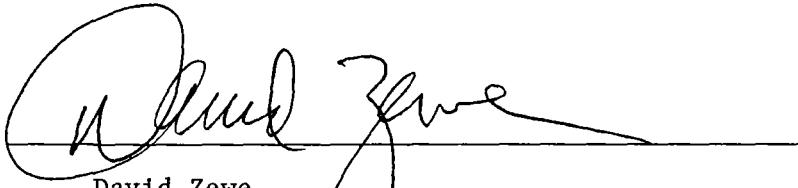
Title: President

For Respondent Quest Diagnostics Incorporated

Agreed this 15 day of February, 2006

For: Respondent Quest Diagnostics Incorporated

By:



Handwritten signature of David Zewe in black ink, appearing to read "David Zewe".

David Zewe

Title:

SR- VP Operations

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For Respondent Rexam Image Products, Inc.

Agreed this 6th day of March, 2006

For: Respondent Rexam Image Products, Inc.
on behalf of Georgia-Pacific Corporation

By: 
J. Michael Davis

Title: Principal Counsel-Environmental

For Respondent Rockwell Collins, Inc.

Agreed this 1st day of December, 2005

For: Respondent Rockwell Collins, Inc.

By: Douglas Steele

Title: Treasurer

For Respondent Rohm and Haas Company

Agreed this 14th day of March, 2006

For: Respondent Rohm and Haas Company

By: Jeffrey C Wyatt

Title: _____

For Respondent Textron Corporation

Agreed this 3 day of March 2006, 2005

For: Respondent Textron Corporation

By:



Title: Assistant General Counsel

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For Respondent Tyco Electronics Corp.
(for M/A-COM Inc.)

Agreed this 27 day of Dec, 2005

For: Respondent Tyco Electronics Corp. (for M/A-COM Inc.)

By: 

Title: Manager Regulatory Services

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For Respondent Union Carbide Corporation

Agreed this 15th day of February, 2006

For: Respondent Union Carbide Corporation

By: David P. Rosenblatt, Esq.
Burns & Levinson
125 Summer St
Boston, MA. 02110

Title: Counsel to Union Carbide

For Respondent Verizon New England, Inc.

Agreed this 14th day of March, 2008

For: Respondent Verizon New England, Inc.

By: mananne Drost

Title: Secretary

For Respondent Zeneca, Inc.

Agreed this 20th day of March, 2006

For: Respondent Zeneca, Inc.

By: 

Title: V.P., General Counsel & Secretary