

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
v.)
)
BOSTON AND MAINE CORPORATION,)
)
Defendant/Counterclaim and)
Third-Party Plaintiff,)
)
v.)
)
TOWN OF AYER, MASSACHUSETTS,)
)
Third-Party Defendant.)

Civil Action No. 13-10087-IT

CONSENT DECREE

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I. BACKGROUND

A. The United States of America (“United States”), on behalf of the Secretary of the United States Department of the Army (“Army”), filed a complaint in this matter pursuant to Sections 107 and 113(g)(2) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9607, 9613(g)(2) (CERCLA). The complaint seeks reimbursement of response costs incurred or to be incurred for response actions taken or to be taken at or in connection with the release or threatened release of hazardous substances at or from the area encompassing a former railroad roundhouse owned and/or operated by the Boston and Maine Railroad, later purchased by Boston and Maine Corporation (“the Settling Defendant”), and the adjacent portion of Plow Shop Pond, where hazardous substances from the operation of the roundhouse have come to be located in Ayer, Massachusetts (collectively “the Site”). The Site is located on a portion of the former Fort Devens, in Ayer, Massachusetts.

B. In response to the release or threatened release of hazardous substances at or from the Site, the Army undertook response actions at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604. After investigating and studying the source of contamination, the Army excavated contaminated soils and sediments from the Site for off-Site disposal in a landfill approved by the United States Environmental Protection Agency (“EPA”).

C. In performing response action at the Site, the Army has incurred response costs.

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

E. The Settling Defendant has brought a counterclaim against the United States and filed a third-party complaint against the Town of Ayer (“Third Party Complaint”), alleging claims for contribution under CERCLA Section 113(f)(1), 42 U.S.C. § 9613(f)(1).

F. The Settling Defendant does not admit any liability to Plaintiff arising out of the transactions or occurrences alleged in the complaint.

G. The United States, the Settling Defendant, and the Town of Ayer agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter without further litigation and without the admission or further adjudication of any issue of fact or law is appropriate and will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, it is hereby 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 42 U.S.C. § 9607 and 9613(b) and also has personal jurisdiction over Settling Defendant and the Town of Ayer. Solely for the purposes of this Consent Decree and the underlying complaint, Settling Defendant and the Town of Ayer waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District. Settling

Defendant and the Town of Ayer 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 Settling Defendant and its successors and assigns, and the Town of Ayer and its 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 Settling Defendant 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 meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in any appendix attached hereto, the following definitions shall apply:

“Army” shall mean the United States Department of the Army and its successor departments, agencies, or instrumentalities.

“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, this 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 or State holiday, the period shall run until the close of business of the next working day.

“DOJ” shall mean the U.S. 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 U.S. Environmental Protection Agency and its successor departments, agencies, or instrumentalities.

“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>.

“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 the Town of Ayer.

“Plaintiff” shall mean the United States.

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

“Settling Defendant” shall mean Boston and Maine Corporation.

“Site” shall mean the approximately 6-acre-area, on a portion of Fort Devens, in Ayer, Massachusetts, where Boston and Maine Railroad formerly owned and operated a roundhouse and which Boston and Maine Railroad sold to the United States in 1942. The “Site” also includes the immediately adjacent portion of Plow Shop Pond, as generally shown on the map included in Appendix A.

“United States” shall mean the United States of America and each department, agency, and instrumentality of the United States, including the Army.

V. STATEMENT OF PURPOSE

4. By entering into this Consent Decree, the mutual objective of the Parties is for Settling Defendant to make a cash payment to resolve its alleged civil liability for the Site under Sections 106, 107, and 113 of CERCLA, 42 U.S.C. §§ 9606, 9607, and 9613, as provided in the Covenants by Plaintiff in Section VIII, and subject to the Reservations of Rights by United States in Section IX.

VI. PAYMENT OF RESPONSE COSTS

5. **Payment of Response Costs.** Settling Defendant shall pay to the United States the principal amount of \$2,400,000. Payment of the principal amount shall be made in four installments. The first installment payment of \$600,000 is due within 30 days after the Effective Date and, if timely paid, shall include no Interest. The subsequent installment payments of \$600,000 are due on January 2 of each year following the Effective Date. Each installment payment shall also include an additional sum for Interest accrued on the unpaid portion of the principal amount calculated from the date of the prior payment until the date of the payment. The Financial Litigation Unit (FLU) of the U.S. Attorney’s Office for the District of Massachusetts shall send a calculation of the Interest due for each payment to Settling Defendant. Settling Defendant may pay any installment payment prior to the due date, but must contact the FLU in advance for a determination regarding the amount of Interest to be included with the payment. In the event any installment payment includes an overpayment, the amount of the overpayment shall be applied to the remaining principal.

6. Settling Defendant shall make payments 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 U.S. Attorney’s Office for the District of Massachusetts after the Effective Date. The payment instructions provided by the FLU will include a Consolidated Debt Collection System (CDCS) number, which shall be used to identify all payments required to be made in accordance with this Consent Decree. The FLU will provide the payment instructions to:

**Eric Lawler, CFO
Pan Am Railways
1700 Iron Horse Park
Billerica, MA 01862
(978) 663-1175
elawler@panam.com**

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

7. **Deposit of Payment.** The amount of each payment to be paid pursuant to Paragraph 5 (Payment of Response Costs), minus an amount not to exceed three percent (3 %) withheld by DOJ to cover administrative costs, shall be deposited in the Environmental Restoration Account, Army (“Army ERA”), as established by 10 U.S.C. § 2703(a)(2). This account is described internally as follows: 21X0810 intended for Environmental Restoration, Army Transfer Appropriation; appropriation code 0810A.

8. **Notice of Payment.** At the time of each payment, Settling Defendant shall send notice that payment has been made (a) to the Army in accordance with Section XIII (Notices and Submissions), and (b) to DOJ in accordance with Section XIII. Such notice shall reference the Site Name: Fort Devens Boston & Maine Roundhouse Site, Civil Action Number 13-10087-IT, and DJ Number 90-11-3-09710.

VII. FAILURE TO COMPLY WITH CONSENT DECREE

9. **Interest on Payments:** If Settling Defendant fails to make any payment required by Paragraph 5 (Payment of Response Costs) by the required due date and if the first payment is not timely made, Interest shall accrue from the Effective Date. Interest shall continue to accrue on any unpaid amounts until the total amount due has been paid.

10. Stipulated Penalty

a. If any installment amounts due to the Army under Paragraph 5 (Payment of Response Costs) are not paid within 30 days of the required installment payment date, Settling Defendant shall be in violation of this Consent Decree and shall pay, as a stipulated penalty, in addition to the installment payments and Interest required by Paragraphs 5 and 9 (Interest on Payments), \$50,000, per violation for late installment payment. Interest shall also run on any Stipulated Penalty until date of payment.

b. Stipulated penalties are due and payable within 30 days after the date of the demand for payment of the penalties by the Army. All payments to the Army under this Paragraph shall be identified as “stipulated penalties” and shall be made by Fedwire EFT to: Environmental Restoration Account, Army (“Army ERA”), as established by 10 U.S.C. § 2703(a)(2). This account is described internally as follows: 21X0810 intended for Environmental Restoration, Army Transfer Appropriation; appropriation code 0810A. Each payment shall reference the Site Name: Fort Devens Boston & Maine Roundhouse Site, Civil Action Number 13-10087-IT, and DJ Number 90-11-3-09710.

c. At the time of payment, Settling Defendant shall send notice that payment has been made to the Army and DOJ in accordance with Paragraph 8 (Notice of Payment).

d. Penalties shall accrue as provided in this Paragraph regardless of whether the Army has notified Settling Defendant of the violation or made a demand for payment, but need only be paid upon demand. 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, 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 Section VI (Payment of Response Costs) or from performance of any other requirements of this Consent Decree.

VIII. COVENANTS BY PLAINTIFF

14. Except as specifically provided in Section IX (Reservation of Rights by United States), the United States covenants not to sue or to take administrative action against Settling Defendant pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), regarding the Site. With respect to present and future liability, these covenants shall take effect upon the Effective Date. These covenants are conditioned upon the satisfactory performance by Settling Defendant of its obligations under this Consent Decree, including but not limited to, payment of all amounts due under Section VI (Payment of Response Costs), and any Interest or stipulated penalties due thereon under Section VII (Failure to Comply with Consent Decree). These covenants extend only to Settling Defendant and do not extend to any other person.

IX. RESERVATION OF RIGHTS BY UNITED STATES

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

- a. liability for failure of Settling Defendant to meet a requirement of this Consent Decree;
- b. criminal liability;
- c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;

d. liability based on the ownership or operation of the Site by Settling Defendant when such ownership or operation commences after signature of this Consent Decree by Settling Defendant;

e. liability based on Settling Defendant's transportation, treatment, storage, or disposal, or arrangement for transportation, treatment, storage, or disposal of a hazardous substance or a solid waste at or in connection with the Site, after signature of this Consent Decree by Settling Defendant; and

f. liability arising from the past, present, or future disposal, release or threat of release of a hazardous substance, pollutant, or contaminant outside of the Site.

X. COVENANTS BY SETTLING DEFENDANT AND THE TOWN OF AYER

16. Settling Defendant and the Town of Ayer covenant not to sue each other or the United States and agree not to assert any claims or causes of action against each other or the United States, or its contractors or employees, with respect to the Site and this Consent Decree, including but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund, or the Army Environmental Restoration Account, 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 response actions at or in connection with the Site, including any claim under the United States Constitution, the Constitution of the Commonwealth of Massachusetts, 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 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 the law of the Commonwealth, relating to the Site.

17. Except as provided in Paragraph 23 (claims against other PRPs) and Paragraph 24 (Res Judicata and other Defenses), these covenants shall not apply in the event the United States brings a cause of action or issues an order pursuant to any of the reservations set forth in Section IX (Reservations of Rights by United States), other than in Paragraph 15.a (liability for failure to meet a requirement of the Consent Decree) or 15.b (criminal liability), but only to the extent that Settling Defendant's claims arise from the same response action or response costs that the United States is seeking pursuant to the applicable reservation.

18. 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).

19. Settling Defendant and the Town of Ayer agree not to assert any claims and 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 response costs relating to the Site against or any other person who is a potentially responsible party under CERCLA at the Site. This waiver shall not apply with respect to any defense, claim, or cause of action that Settling

Defendant may have against any person if such person asserts a claim or cause of action relating to the Site against Settling Defendant. Upon the Effective Date of this Consent Decree, Settling Defendant agrees that its claims against the United States and the Town of Ayer are deemed withdrawn or dismissed.

XI. EFFECT OF SETTLEMENT/CONTRIBUTION

20. 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 X (Covenants by Settling Defendant and the Town of Ayer), each of the Parties expressly reserves any and all rights (including, but not limited to, under Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action that it may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not 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)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

21. The Parties agree, and by entering this Consent Decree this Court finds, that this settlement constitutes a judicially-approved settlement pursuant to which Settling Defendant has, 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 is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, or as may be otherwise provided by law, for the “matters addressed” in this Consent Decree. The “matters addressed” in this Consent Decree are all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with the Site, by the United States or any other person, except for the State; provided, however, that if the United States exercises rights under the reservations in Section IX (Reservations of Rights by United States), other than in Paragraphs 15.a (liability for failure to meet a requirement of Consent Decree) or 15.b (criminal liability), the “matters addressed” in this Consent Decree will no longer include those response costs or response actions that are within the scope of the exercised reservation.

22. 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 Settling Defendant 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).

23. Settling Defendant and the Town of Ayer shall, with respect to any suit or claim brought by it for matters related to this Consent Decree, notify the Army and DOJ in writing no later than 60 days prior to the initiation of such suit or claim. Settling Defendant also shall, with respect to any suit or claim brought against it for matters related to this Consent Decree, notify the Army and DOJ in writing within 10 days after service of the complaint or claim upon it. In addition, Settling Defendant shall notify the Army and DOJ within 10 days after service or receipt of any Motion for Summary Judgment, and within 10 days after receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

24. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Defendant 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 Section VIII.

XII. RETENTION OF RECORDS

25. Until the United States has received payment in full under Paragraph 5, Settling Defendant shall preserve and retain all non-identical copies of records, reports, documents, and other information (including records, reports, documents, and other information in electronic form) (hereinafter referred to as “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, provided, however, that if Settling Defendant is potentially liable as an owner or operator of the Site, Settling Defendant must retain, in addition, all Records that relate to the liability of any other person 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.

26. After the conclusion of the record retention period, Settling Defendant shall notify the Army and DOJ at least 90 days prior to the destruction of any such Records, and, upon request by the Army or DOJ, Settling Defendant shall deliver any such Records to the Army, subject to the right to assert claims of privilege regarding any such documents.

27. Settling Defendant certifies that, to the best of its knowledge and belief, after thorough inquiry, it has:

a. 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, and that it has fully complied with any and all EPA and Army requests for information regarding the Site.

XIII. NOTICES AND SUBMISSIONS

28. 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. Except as otherwise provided, notice to a Party by email (if that option is provided below) or by regular mail in accordance with this Section satisfies any notice requirement of the Consent Decree regarding such Party.

As to DOJ by email: eescasemanagement.enrd@usdoj.gov

As to DOJ by regular mail: EES Case Management Unit
U.S. Department of Justice
Environment and Natural Resources Division
P.O. Box 7611
Washington, D.C. 20044-7611
Re: DJ # 90-11-3-09710

As to the Army: Robert Simeone
U.S. Army Garrison Devens
30 Quebec Street, Box 100
Devens, MA 01434-4479
Robert.j.simeone.civ@mail.mil

Josiah T. Griffin, Major
Environmental Law Division
United States Army
9275 Gunston Rd., Suite 4300
Fort Belvoir, VA 22060-5546
Josiah.t.griffin.mil@mail.mil

As to Settling Defendant: Pan Am Railways
Legal Department
1700 Iron Horse Park
Billerica, MA 01862

XIV. RETENTION OF JURISDICTION

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

XV. INTEGRATION/APPENDICES

30. This Consent Decree and its appendices constitute the final, complete and exclusive agreement and understanding between 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 a map of the Site.

XVI. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

31. This Consent Decree shall be lodged with the Court for a period of at least 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 Defendant and the Town of Ayer consent to the entry of this Consent Decree without further notice.

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

XVII. SIGNATORIES/SERVICE

33. Each undersigned representative of Settling Defendant, the U.S. Department of Justice, Environment and Natural Resources Division, and the Town of Ayer 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.

34. Settling Defendant and the Town of Ayer 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 Defendant and the Town of Ayer in writing that it no longer supports entry of the Consent Decree.

35. Settling Defendant and the Town of Ayer shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on its behalf with respect to all matters arising under or relating to this Consent Decree.

XVIII. FINAL JUDGMENT

36. Upon entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment between the United States and Settling Defendant, and the Settling Defendant and the Town of Ayer. The Court enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58. The Court hereby dismisses the Settling Defendant's claims against the United States and the Town of Ayer.

SO ORDERED THIS__ DAY OF_____, 20_.

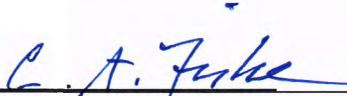
United States District Judge

Signature Page for Consent Decree Regarding Boston and Maine Roundhouse Site

FOR THE UNITED STATES OF AMERICA:

3/7/19
Dated

ELLEN M. MAHAN
Deputy Chief
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Enforcement Section
P.O. Box 7611
Washington, D.C. 20044-7611



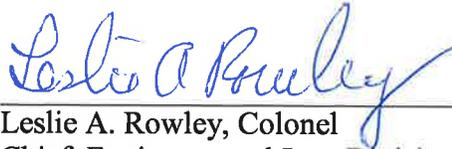
Catherine Adams Fiske
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Enforcement Section
408 Atlantic Avenue
Boston, MA 02110
(617) 748 3399
addie.fiske@usdoj.gov

Benjamin R. Carlisle
Environmental Defense Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044
(202) 514-9771
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ANDREW LELLING
United States Attorney
District of Massachusetts

Brian M. LaMacchia
Assistant United States Attorney
District of Massachusetts
One Courthouse Way, Suite 9200
Boston, MA 02110

Signature Page for Consent Decree Regarding Boston & Maine Roundhouse Site



Leslie A. Rowley, Colonel
Chief, Environmental Law Division
United States Army
9275 Gunston Rd., Suite 4300
Fort Belvoir, VA 22060-5546

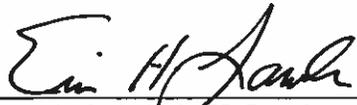


Josiah T. Griffin, Major
Environmental Law Division
United States Army
9275 Gunston Rd., Suite 4300
Fort Belvoir, VA 22060-5546

Signature Page for Consent Decree Regarding Boston & Maine Roundhouse Site

FOR BOSTON and MAINE Corp.:

11/9/18
Date



Name (print): Eric H. Lawler
Title: Senior Vice President - CFO
Address: 1700 Iron Horse Park
Billerica, MA 01862

Signature Page for Consent Decree Regarding Boston & Maine Roundhouse Site

FOR THE TOWN OF AYER:

11/20/18

Date

Janele Austin, as authorized

Name (print): Janele Austin, Esq.

Title: Attorney

Address: KP Law P.C.

Town Counsel
101 Arch Street, 12th Fl. Boston
MA
02110

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

Name (print): Janele Austin / Mark Reich

Title: KP Law Attorney

Company: Town Counsel

Address: 101 Arch Street 12th Fl

Boston MA 02110

Phone: 617 556 0007

email: jaustin@k-law.com

APPENDIX A

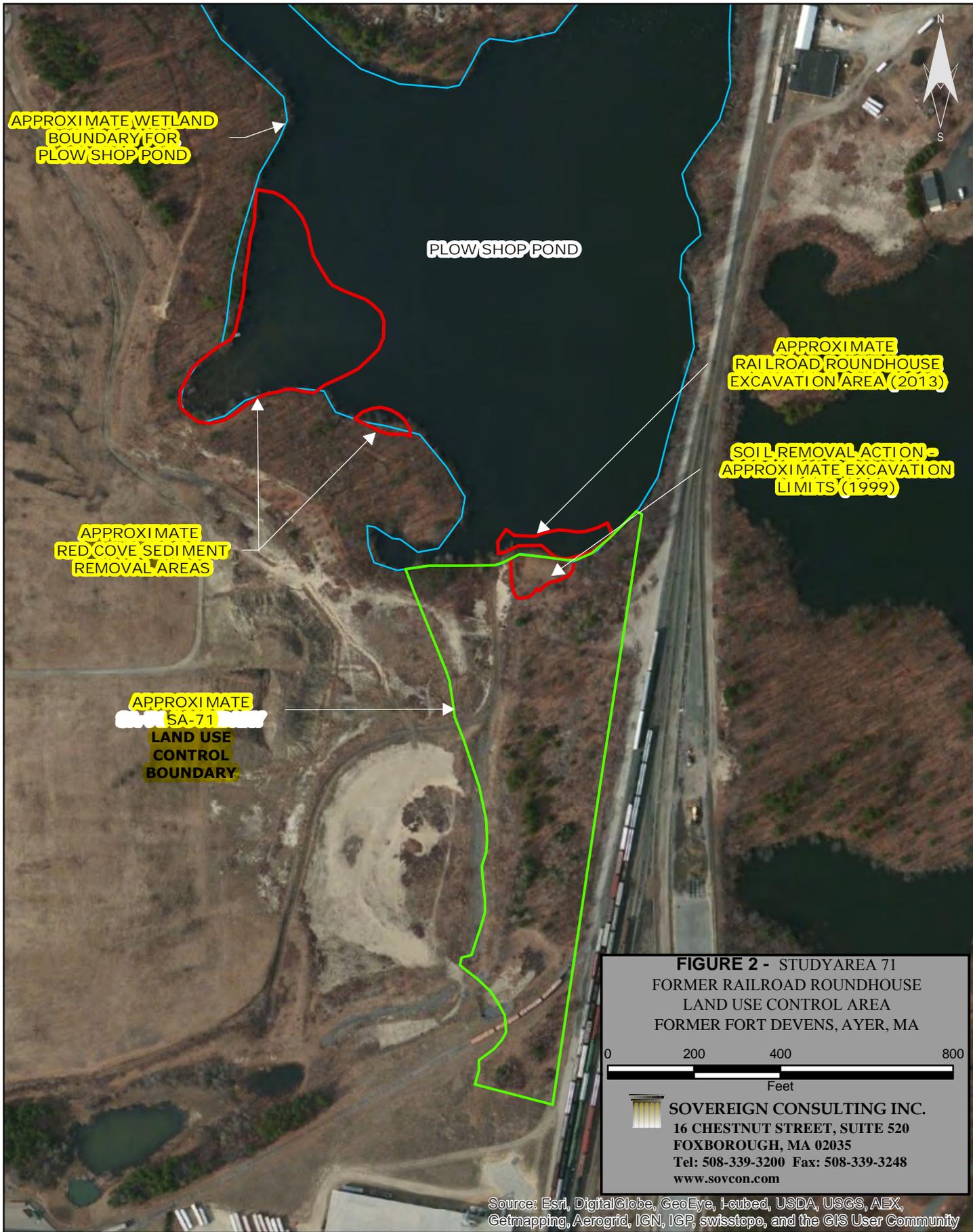


FIGURE 2 - STUDY AREA 71
 FORMER RAILROAD ROUNDHOUSE
 LAND USE CONTROL AREA
 FORMER FORT DEVENS, AYER, MA

0 200 400 800
 Feet

SOVEREIGN CONSULTING INC.
 16 CHESTNUT STREET, SUITE 520
 FOXBOROUGH, MA 02035
 Tel: 508-339-3200 Fax: 508-339-3248
 www.sovcon.com

Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Wetland Data Source: National Wetland Inventory Layer, 2010. US Fish & Wildlife Service.

02/26/2015 ROV
 Updated 07/15/2015 ROV

The approximate Site boundary is shown by the Approximate Railroad Roundhouse Excavation Area and the Approximate SA-71 Land Use Control Boundary