

IN THE UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF RHODE ISLAND

UNITED STATES OF AMERICA, and
STATE OF RHODE ISLAND

Plaintiffs,

V.

ASHLAND CHEMICAL, INC., et al,

Defendants.

Civil Action Nos.
11-558-M
11-664-M

**AMENDMENT TO 2012
REMEDIAL DESIGN/REMEDIAL ACTION CONSENT DECREE
DAVIS LIQUID WASTE SUPERFUND SITE**

*Davis Liquid Waste Superfund Site, Operable Unit 2
Amendment to 2012 Remedial Design and Remedial Action Consent Decree*

WHEREAS, defendants Ashland Inc., the Black and Decker Corporation, FKI Industries Inc. f/k/a Acco-Bristol Division of Babcock Industries Inc., Bristol, Inc., Morton International, LLC, Rohm and Haas Company, and Life Technologies Corporation (collectively, the “Settling Defendants”) and plaintiffs United States of America and the State of Rhode Island entered into a Consent Decree in this action concerning the Davis Liquid Waste Superfund Site located in Smithfield, Rhode Island (the “Site”), which was approved by this Court on February 17, 2012 (the “Consent Decree,” attached hereto as Exhibit A); and

WHEREAS, the Consent Decree resolved certain claims under Sections 106 and 107(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”), 42 U.S.C. §§ 9606 and 9607(a), in connection with the performance of the remedial design and remedial action (“RD/RA”) of the remedy selected by the U.S. Environmental Protection Agency (“EPA”) in a 2010 Record of Decision Amendment (“2010 ROD Amendment”) addressing groundwater at the Site and reimbursement of costs incurred by EPA and the Department of Justice (“DOJ”) for response actions at the Site; and

WHEREAS, the remedy in the 2010 ROD Amendment called for in-situ treatment, through chemical reduction and enhanced biodegradation, of contaminated groundwater in the overburden aquifer; natural attenuation; long-term monitoring; institutional controls; and five-year reviews; and

WHEREAS, the Consent Decree defined and included “Performance Standards,” which referenced cleanup standards and other measures set forth in the 2010 ROD Amendment and the Statement of Work (“SOW”) attached as Appendix B to the Consent Decree; the achievement of these performance standards would have marked the completion of the Remedial Action set forth in the 2010 ROD Amendment;

WHEREAS, in the course of the RD/RA for the remedy selected in the 2010 ROD Amendment, EPA determined, based on investigations performed by Settling Defendants, that residual Dense Non-Aqueous Phase Liquid (“DNAPL”) is likely present in the bedrock aquifer, and is dissolving into the groundwater as groundwater flows upward from the bedrock into the overburden aquifer, and that the remedy selected in the 2010 ROD Amendment will not be effective for remediating Site groundwater; and

WHEREAS, Settling Defendants entered into an Administrative Settlement Agreement and Order on Consent for Remedial Investigation/Feasibility Study (“RI/FS”) for Site groundwater, pursuant to which Settling Defendants completed a Remedial Investigation in 2018 and a Feasibility Study in April 2020 (“2020 FS”); and

WHEREAS, the 2020 FS evaluated five remedial alternatives for a final groundwater remedy at the Site and proposed remedial action objectives, including restoring groundwater quality to below proposed cleanup levels for Site contaminants of concern, such as federal and state drinking water standards and risk-based levels; and

WHEREAS, during the performance of the RI/FS, investigations revealed that there remains substantial uncertainty regarding the amount of residual DNAPL in the bedrock

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groundwater and its accessibility to remedial measures, and in turn substantial uncertainty regarding the timeframe for groundwater restoration, leading to EPA's determination that a final remedial action for the remediation of groundwater at the Site would not be selected at this time and that the selection of an interim remedial action would be appropriate; and

WHEREAS, on June 15, 2020, EPA issued a Proposed Plan for an interim remedy for Site groundwater, which, among other things: (1) described remedial alternatives considered in the 2020 FS; (2) explained EPA's rationale for selecting an interim remedy for Site groundwater; and (3) presented a Preferred Remedial Alternative of injection-based enhanced depletion of shallow, more accessible bedrock DNAPL with monitoring and institutional controls, which is a subset of Alternative GW-5, described and evaluated in the 2020 FS; and

WHEREAS, the State of Rhode Island was consulted on EPA's Proposed Plan for an interim remedy for Site groundwater, amending the remedy selected in the 2010 ROD Amendment, in accordance with Section 121(f) of CERCLA, 42 U.S.C. § 9621(f); and

WHEREAS, EPA held a public comment period on the Proposed Plan from June 15 through July 15, 2020, to accept public comments on EPA's proposed remedy for the Site presented in the Proposed Plan, during which EPA held a virtual public information meeting and public hearing on June 24, 2020, to describe and discuss the Proposed Plan and accept any oral or written comments; and

WHEREAS, EPA issued a Record of Decision Amendment 2 (Interim Remedy) for groundwater at the Site dated September 14, 2020 ("ROD Amendment 2," attached hereto as Exhibit B), that supersedes the remedy selected in the 2010 ROD Amendment and selects an interim remedial action of injection-based enhanced depletion of accessible bedrock with monitoring and institutional controls; during the performance of the interim remedial action, data on aquifer and contamination response to remediation measures will be collected and used in assessing the practicability of aquifer restoration and selecting a final remedy for groundwater at the Site; and

WHEREAS, the selected interim remedy in the ROD Amendment 2 defers selecting groundwater cleanup levels and achieving such levels as a remedial action objective until EPA makes a future final determination for groundwater at the Site, and in turn defers the completion of the remedial action for groundwater until after such final determination;

WHEREAS, the State of Rhode Island concurs with the interim remedy selected in the ROD Amendment 2; and

WHEREAS, the United States, the State of Rhode Island, and the Settling Defendants or, where applicable, their successor entities, that have signed this Amendment to the Consent Decree, wish to modify the Consent Decree, including the SOW attached as Appendix B of the Consent Decree, to reflect the ROD Amendment 2; and

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WHEREAS, in accordance with Section XXXI, Paragraph 114 of the Consent Decree, the United States has provided the State of Rhode Island with a reasonable opportunity to review and comment on the modifications being made to the SOW.

NOW THEREFORE, in order to amend the Consent Decree to permit such response actions, the parties agree to this Amendment to the Consent Decree as follows:

1. The original SOW attached as Appendix B to the Consent Decree is hereby superseded by the SOW attached as Exhibit C of this Amendment to the Consent Decree, and all references in the Consent Decree to the original “SOW” or “Statement of Work” shall hereinafter be understood to refer to the SOW attached as Exhibit C to this Amendment to the Consent Decree.

2. Appendix G is hereby added to the Consent Decree and shall include the ROD Amendment 2, attached as Exhibit B to this Amendment to the Consent Decree.

3. The effective date of this Amendment to the Consent Decree (the “Effective Date”) shall be the date upon which the approval of this Amendment to the Consent Decree is recorded on the docket by the U.S. District Court.

4. The following paragraphs of the Consent Decree, which each contain one or more references to the “Record of Decision Amendment,” “ROD Amendment,” “Record of Decision,” or “ROD” are hereby revised to change said references to “Record of Decision Amendment 2” or “ROD Amendment 2,” unless the paragraph, or sections thereof, have been otherwise modified or replaced in accordance with other provisions of this Amendment to the Consent Decree:

- a. Section I, Paragraph M;
- b. Section V, Paragraphs 6 and 7;
- c. Section XX, Paragraphs 72 and 73; and
- d. Section XXII, Paragraphs 88 and 92.

5. Section I, Paragraph K of the Consent Decree is hereby modified to add the following sentence to the end of the existing paragraph: “The ROD Amendment has been amended and is superseded by the Record of Decision Amendment 2 (Interim Remedy).”

6. Section IV, Paragraph 4 of the Consent Decree is hereby modified as follows:

- a. “Consent Decree” or “Decree” shall mean this Consent Decree, as modified by the Amendment to the Consent Decree, as necessary, and all appendices attached hereto (listed in Section XXIX). In the event of conflict between this Consent Decree and any appendix, the Consent Decree, as modified by the Amendment to the Consent Decree, as necessary, shall control.
- b. Delete the definition of “Operation and Maintenance.”

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- c. Delete the definition of “Performance Standards.”
- d. Add a new definition after the definition of “Record of Decision Amendment,” which shall state as follows:

“Record of Decision Amendment 2 (Interim Remedy)” or “ROD Amendment 2” shall mean the EPA Record of Decision relating to the Site signed on September 14, 2020, by the Director, Superfund and Emergency Management Division, EPA Region 1, or his/her delegate, and all attachments thereto. The ROD Amendment 2 is attached as Appendix G.
- e. “Remedial Action” shall mean all activities Settling Defendants are required to perform under the Consent Decree, as modified by the Amendment to the Consent Decree, to implement the ROD Amendment 2, in accordance with the SOW, the final Remedial Design and Remedial Action Work Plans, and other plans approved by EPA, including the implementation of Institutional Controls, and excluding performance of the Remedial Design and the activities required under Section XXVI (Retention of Records).
- f. “Remedial Action Work Plan” shall mean the document developed pursuant to Paragraph 4.1 (Remedial Action Work Plan) of the SOW and approved by EPA and any modifications thereto.
- g. “Remedial Design Work Plan” shall mean the document developed pursuant to Paragraph 3.1 (Remedial Design Work Plan) of the SOW and approved by EPA and any modifications thereto.
- h. “Statement of Work” or “SOW” shall mean the statement of work for implementation of the Remedial Design and Remedial Action at the Site, as set forth in Exhibit C to the Amendment to the Consent Decree, and any modifications made in accordance with this Consent Decree, as modified by the Amendment to the Consent Decree.

7. Section VI, Paragraph 10 of the Consent Decree is hereby replaced with the following:

Performance of Work in Accordance with SOW. Settling Defendants shall: (a) develop the Remedial Design; (b) perform the Remedial Action; and (c) operate, maintain, and monitor the effectiveness of the Remedial Action; all in accordance with the SOW and all EPA-approved, conditionally-approved, or modified deliverables as required by the SOW. All deliverables required to be submitted for approval under the CD or SOW shall be subject to approval by EPA in accordance with Paragraph 6.6 (Approval of Deliverables) of the SOW.

8. Section VI, Paragraph 11 of the Consent Decree is hereby replaced with the following:

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Community Involvement. If requested by EPA, Settling Defendants shall conduct community involvement activities under EPA's oversight as provided for in, and in accordance with, Section 2 (Community Involvement) of the SOW. Such activities may include, but are not limited to, designation of a Community Involvement Coordinator. Costs incurred by the United States under this Section constitute Future Response Costs to be reimbursed under Section XVI (Payments for Response Costs).

9. Section VI, Paragraph 12 of the Consent Decree is hereby replaced with the following:

Settling Defendants shall continue to implement the Remedial Action until such time that EPA, after a reasonable opportunity for review and comment by the State, makes a final determination on Site groundwater that supersedes the ROD Amendment 2 and the Remedial Action is succeeded by implementation of subsequent response actions, or EPA otherwise determines that implementation of the Remedial Action shall be discontinued. Upon the completion of the second Five-Year Review, the Settling Defendants may submit for EPA's consideration a request for a Technical Impracticability waiver.

10. Section VI, Paragraph 13.a of the Consent Decree is hereby replaced with the following:

If EPA, after a reasonable opportunity for review and comment by the State, determines that it is necessary to modify the work specified in the SOW and/or in work plans developed pursuant to the SOW to carry out and maintain the effectiveness of the remedy set forth in the ROD Amendment 2, and such modification is consistent with the scope of the remedy set forth in the ROD Amendment 2, then EPA may issue such modification in writing and shall notify Settling Defendants of such modification. For the purposes of this Paragraph only, the "scope of the remedy set forth in the ROD Amendment 2" is: *in-situ* treatment of shallow, more accessible bedrock DNAPL with amendments, closure of man-made trench, institutional controls, monitoring to allow evaluation of the effectiveness of the active component of the interim remedy, and five-year reviews. If Settling Defendants object to the modification, they may, within 30 days after EPA's notification, seek dispute resolution under Paragraph 72 (Record Review).

11. Section VI, Paragraph 13.b of the Consent Decree is hereby modified to replace the last sentence with: "Settling Defendants shall incorporate the modification into the Remedial Design or Remedial Action Work Plan under Paragraph 3.1 (RD Work Plan) of the SOW or Paragraph 4.1 (RA Work Plan) of the SOW, as appropriate.

12. Section VI, Paragraph 14 of the Consent Decree is hereby replaced with the following:

This Paragraph reserved.

13. Section VIII, Paragraph 21 of the Consent Decree is hereby replaced with the following:

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Settling Defendants shall submit to EPA and the State the results of all sampling and/or tests or other data obtained or generated by or on behalf of Settling Defendants with respect to the Site and/or the implementation of the Consent Decree, as modified by the Amendment to the Consent Decree, in electronic format specified in the SOW unless EPA agrees otherwise.

14. Section IX, Paragraph 24.a of the Consent Decree is hereby modified to add Paragraph 24.a.(1)(iii) as follows:

(iii) reasonable attorneys' fees and costs necessarily related to obtaining access or institutional controls as required by this Section are eligible for partial reimbursement pursuant to Section XVII (Disbursement of Special Account Funds);

15. Section IX, Paragraph 24.a.(3) of the Consent Decree is hereby replaced with the following:

institutional controls, including Proprietary Controls, as provided in the Institutional Controls Implementation and Assurance Plan pursuant to the SOW.

16. Section IX, Paragraph 24.b. and 24.c. of the Consent Decree are hereby replaced with the following:

This Paragraph reserved.

17. Section IX, Paragraph 25 of the Consent Decree is hereby replaced with the following:

For purposes of Paragraphs 23 and 24, "best efforts" includes the payment of reasonable sums of money to obtain access, an agreement to restrict land/water use, Proprietary Controls, and/or an agreement to release or subordinate a prior lien or encumbrance, except that "best efforts" do not include the payment of any sums of money to the Davises. If, within the timeframes set forth in the Institutional Controls Implementation and Assurance Plan, Settling Defendants have not: (a) obtained agreements to provide access, restrict land/water use, or record Proprietary Controls, as required by Paragraph 24.a(1), 24.a(2), 24.a(3), and the Institutional Controls Implementation and Assurance Plan; or (b) obtained, pursuant to Paragraph 23.c(2) and the Institutional Controls Implementation and Assurance Plan, agreements from the holders of prior liens or encumbrances to release or subordinate such liens or encumbrances to the Proprietary Controls, Settling Defendants shall promptly notify the United States and the State in writing, and shall include in that notification a summary of the steps that Settling Defendants have taken to attempt to comply with Paragraph 23 or 24. The United States and the State may, as it deems appropriate, assist Settling Defendants in obtaining access, agreements to restrict land/water use, Proprietary Controls, or the release or subordination of a prior lien or

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encumbrance. Settling Defendants shall reimburse the United States and the State under Section XVI (Payments for Response Costs) for all costs incurred, direct or indirect, by the United States and the State in obtaining such access, agreements to restrict land/water use, Proprietary Controls, and/or the release/subordination of prior liens or encumbrances including, but not limited to, the cost of attorney time and the amount of monetary consideration paid or just compensation.

18. Section XIII, Paragraph 41 of the Consent Decree is hereby modified to replace “\$13,700,000.00” with “\$4,000,000.”

19. Section XIII, Paragraph 43 of the Consent Decree is hereby modified to replace “available at: <http://www.epa.gov/compliance/resources/policies/cleanup/superfund/fa-test-samples.pdf>” with “available from EPA or under the “Financial Assurance - Settlements” subject list category on the Cleanup Enforcement Model Language and Sample Documents Database at <https://cfpub.epa.gov/compliance/models>.”

20. Section XIV (Certification of Completion), including Paragraphs 47 and 48, is hereby replaced with the following:

This Paragraph reserved.

21. Section XVII, Paragraph 56 of the Consent Decree is hereby replaced with the following:

Timing, Amount, and Method of Disbursing Funds from the Davis Liquid Waste Site Disbursement Special Account. Within 30 days after EPA’s receipt of a Cost Summary and Certification, as defined by Paragraph 57.b, or if EPA has requested additional information under Paragraph 57.b or a revised Cost Summary and Certification under Paragraph 57.c, within 20 days after receipt of the additional information or revised Cost Summary and Certification, and subject to the conditions set forth in this Section, EPA shall disburse the funds from the Disbursement Special Account at the completion of the following milestones:

- EPA approval of the Remedial Design Work Plan
- Completion of the Pre-Design Investigation Report
- EPA approval of the Remedial Action Work Plan
- Closure of man-made trench
- Injection of amendments
- Annually thereafter

Following completion of each of the above milestones, and after receipt of a Cost Summary and Certification for each milestone and any additional information requested pursuant to Paragraph 57, EPA shall disburse an amount equal to 50% of the covered response costs incurred by the Settling Defendants. For purposes of this paragraph, “covered response costs” shall mean necessary costs incurred and paid by Settling Defendants for the Work covered by a particular Cost

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Summary and Certification submission, excluding costs not eligible for disbursement under Paragraph 58 (Costs Excluded from Disbursement).

22. Section XIX, Paragraph 65 of the Consent Decree is hereby modified to replace the last sentence with the following:

“Force majeure” does not include financial inability to complete the Work.

23. Section XXI, Paragraph 75 of the Consent Decree is hereby replaced with the following:

Settling Defendants shall be liable for stipulated penalties in the amounts set forth in Paragraphs 76 and 77 to the United States and the State to be divided equally for failure to comply with the requirements of this Consent Decree specified below, unless excused under Section XIX (Force Majeure) and except for delays in implementing remedial activities caused by the property owner’s refusal to permit access despite Settling Defendants’ best efforts to secure such access, as required in Paragraph 24.a. “Compliance” by Settling Defendants shall include completion of all payments and activities required under this Consent Decree, or any plan, report, or other deliverable approved under this Consent Decree, in accordance with all applicable requirements of law, this Consent Decree, the SOW, and any plans, reports, or other deliverables approved under this Consent Decree and within the specified time schedules established by and approved under this Consent Decree.

24. Section XXII, Paragraph 88.h of the Consent Decree is hereby replaced with the following:

liability for additional response actions that EPA, after a reasonable opportunity for review and comment by the State, determines are necessary to carry out and maintain the effectiveness of the remedy set forth in the ROD Amendment 2, but that cannot be required pursuant to Paragraph 13 (Modification of SOW or Related Work Plans);

25. Section XXVII, Paragraph 110 of the Consent Decree is hereby replaced with the following:

All approvals, consents, deliverables, modifications, notices, notifications, objections, proposals, reports, and requests specified in the Consent Decree, as modified by the Amendment to the Consent Decree, must be in writing unless otherwise specified. Whenever, under the Consent Decree, as modified by the Amendment to the Consent Decree, notice is required to be given, or a report or other document is required to be sent, by one Party to another, it must be directed to the person(s) specified below at the address(es) specified below. Any Party may change the person and/or address applicable to it by providing notice of such change to all Parties. All notices under this Section are effective upon receipt, unless otherwise specified. Notices required to be sent to EPA, and not to the United States, should not be sent to the DOJ. Except as otherwise provided, notice

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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 CD regarding such Party.

As to the United States:

EES Case Management Unit
U.S. Department of Justice
Environment and Natural Resources Division
P.O. Box 7611
Washington, D.C. 20044-7611
eescdcopy.enrd@usdoj.gov
Re: DJ # 90-11-2-137/4

As to EPA:

Director, Superfund and Emergency
Management Division
U.S. Environmental Protection Agency
Region 1
5 Post Office Square, Suite 100
Mail Code 07-5
Boston, MA 02109-3912

and:

Darryl Luce
EPA Project Coordinator
U.S. Environmental Protection Agency
Region 1
5 Post Office Square, Suite 100
Mail Code 07-1
Boston, MA 02109-3912
luce.darryl@epa.gov
(617) 918-1336

**As to the Regional
Financial
Management Officer:**

U.S. EPA – Region 1 SEMS Record &
Information Center
Financial Assurance Repository
5 Post Office Square, Suite 100 (02-3)
Boston, MA 02109-3912

**At to EPA Cincinnati
Finance Center:**

EPA Cincinnati Finance Center
26 W. Martin Luther King Drive
Cincinnati, Ohio 45268
cinwd_acctsreceivable@epa.gov

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As to the State:

Gary Jablonski
State Project Coordinator
235 Promenade Street
Providence, RI 02908
Gary.jablonski@dem.ri.gov

**As to Settling
Defendants:**

Davis Site Trust
c/o EHS Support – Project Coordinator
PO Box 42
Beaver, PA 15009
joe.biss@ehs-support.com
(724) 544-4874

26. Section XXIX, Paragraph 112 of the Consent Decree is hereby modified to add the following to the end of the existing paragraph:

“Appendix G” is the ROD Amendment 2.

27. Section XXX, Paragraph 113 of the Consent Decree is hereby replaced with the following:

This Paragraph reserved.

28. The following exhibits are attached to and incorporated into this Amendment to the Consent Decree:

“Exhibit A” is the Consent Decree.

“Exhibit B” is the ROD Amendment 2, which shall be included as Appendix G to the Consent Decree, as modified by the Amendment to the Consent Decree.

“Exhibit C” is the SOW, which shall supersede the original SOW attached as Appendix B to the Consent Decree.

29. Other than as explicitly stated herein, the rights, remedies, and obligations of the parties under the Consent Decree are not affected.

30. This Amendment to the Consent Decree shall be lodged with the Court for a period of not less than thirty (30) days for public notice and comment in accordance with Section 122(d)(2) of CERCLA, 42 U.S.C. § 9622(d)(2), and 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding this Amendment to the Consent Decree disclose facts or considerations that indicate that this Amendment to the Consent Decree is inappropriate, improper, or inadequate. All other parties to this Amendment to the Consent Decree consent to the entry of this Amendment to the Consent Decree without further notice.

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31. Each undersigned representative of a Settling Defendant or, where applicable, successor entities, and the Assistant Attorney General for Environmental and Natural Resources for the Department of Justice and the Office of the Attorney General or the Director of the Rhode Island Department of Environmental Management for the State certifies that he or she is fully authorized to enter into the terms and conditions of this Amendment to the Consent Decree and to execute and legally bind such Party to this document.

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SO ORDERED THIS _____ DAY OF _____, 20____.

United States District Judge

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THE UNDERSIGNED PARTY enters into this Amendment to Consent Decree in the matter of *United States, et al. v. Ashland Chemical, Inc., et al.* (D.R.I.), regarding the Davis Liquid Waste Superfund Site.

FOR THE UNITED STATES OF AMERICA

Date: September 16, 2021

Nathaniel Douglas

NATHANIEL DOUGLAS
Deputy Section Chief
Environmental Enforcement Section
Environment and Natural Resources
Division
United States Department of Justice

/s/ Henry S. Friedman
HENRY S. FRIEDMAN
Assistant Section Chief
Environmental Enforcement Section
Environment and Natural Resources
Division
United States Department of Justice
P.O. Box 7611
Ben Franklin Station
Washington, DC 20044-7611
(202) 514-5268
Henry.Friedman@usdoj.gov

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FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Date: _____

BRYAN OLSON Digitally signed by BRYAN OLSON
Date: 2021.08.07 13:16:47 -04'00'

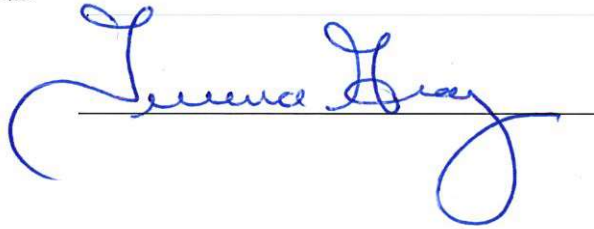
Bryan Olson, Director
Superfund and Emergency Management Division
U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100
Boston, MA 02109-3912

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FOR THE STATE OF RHODE ISLAND

Date: 7/26/2021

A handwritten signature in blue ink is written over a horizontal line. The signature is cursive and appears to read "Teresa H. [unclear]".

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FOR Ashland LLC COMPANY, INC.

Date: Jul 1, 2021

Robin Lampkin

Robin Lampkin (Jul 1, 2021 11:31 EDT)

Name (print): Robin Lampkin

Title: VP , Associate General Counsel

Address: 5475 Rings Rd., Dublin, OH 43017

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Backlund Decker
FOR Corporation COMPANY, INC.

Date: July 16, 2021

Debi J. Geyer


Name (print): *Debi J. Geyer*
Title: *VP + CRO*
Address: *700 Stanley Drive*
New Britain, CT
06053

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FOR COMPANY, INC. *FKI INDUSTRIES INC.*

Date: *7/22/2021*


Name (print): *WILLIAM D FISHER*
Title: *CHIEF HR, LEGAL + COMPLIANCE OFFICER*
Address: *2801 DAWSON RD*
TULSA OK 74110

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FOR Bristol COMPANY, INC.

Date: 7/22/21

Sheila M. Harvey, Esq.

Name (print): SHEILA M. HARVEY, ESQ.

Title: COUNSEL TO BRISTOL, INC.


Address: PILLSBURY WINTHROP SHAW PITTMAN LLP
1200 SEVENTEENTH STREET N.W.
WASHINGTON, D.C. 20036-3006

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FOR LIFE TECHNOLOGIES CORPORATION

Date: July 8, 2021


Name (print): Sharon S. Brinsky
Title: Secretary
Address: 168 Third Ave, Waltham
MA 02451

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FOR ROHM AND HAAS COMPANY

Date: 7/28/2021

A handwritten signature in dark ink, reading "Leanne Austrins". The signature is written in a cursive, flowing style. The first name "Leanne" is written in a larger, more prominent script, and the last name "Austrins" follows in a similar but slightly more compact script. The signature is positioned above a horizontal line.

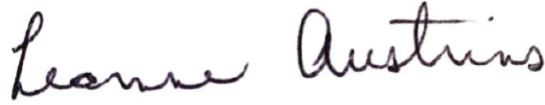
Name (print): Leanne Austrins
Title: Authorized Representative
Address: 633 Washington Ave 1803 Bldg
Midland, MI 48674

*Davis Liquid Waste Superfund Site, Operable Unit 2
Amendment to 2012 Remedial Design and Remedial Action Consent Decree*

THE UNDERSIGNED PARTY enters into this Amendment to Consent Decree in the matter of *United States, et al. v. Ashland Chemical, Inc., et al.* (D.R.I.), regarding the Davis Liquid Waste Superfund Site.

FOR MORTON INTERNATIONAL LLC

Date: 7/28/2021

A handwritten signature in dark ink, reading "Leanne Austrins", written over a horizontal line.

Name (print): Leanne Austrins
Title: Authorized Representative
Address: 633 Washington Ave, 1803 Bldg
Midland, MI 48674