

NOTIFY

4

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT
CIVIL ACTION No. 2484CV00414

COMMONWEALTH OF MASSACHUSETTS,)
))
Plaintiff,)
))
v.)
))
HOLTEC PILGRIM, LLC and HOLTEC)
DECOMMISSIONING INTERNATIONAL,)
LLC,)
))
Defendants.)

CONSENT JUDGMENT
BETWEEN THE
COMMONWEALTH OF
MASSACHUSETTS AND HOLTEC
PILGRIM, LLC, AND HOLTEC
DECOMMISSIONING
INTERNATIONAL, LLC

I. INTRODUCTION

WHEREAS, Plaintiff, the Commonwealth of Massachusetts (the "Commonwealth"), acting by and through the Attorney General and the Massachusetts Department of Environmental Protection (the "Department"), has filed a Complaint in this action alleging that Defendants, Holtec Pilgrim, LLC ("Holtec Pilgrim") and Holtec Decommissioning International, LLC ("HDI") (collectively "Defendants" or "Holtec"), have violated the Massachusetts Clean Air Act, G.L. c. 111, §§ 142A-O (the "Air Act"), and its implementing regulations, 310 C.M.R. §§ 7.00-.72 (the "Air Regulations"), during the demolition and renovation of the former Pilgrim Nuclear Power Station ("Pilgrim") at 600 Rocky Hill Road, Plymouth, Massachusetts (the "Site");

WHEREAS, the Complaint alleges the Defendants conducted demolition activities, including demolishing a fire water storage tank and concrete masonry unit block partition walls within a warehouse, all of which activities exposed to the ambient air friable anthophyllite asbestos at the Site;

AMENDMENT ENTERED ON DOCKET Mar 1 2024
PURSUANT TO THE PROVISIONS OF MASS. R. CIV. P. 53(c)
AND NOTICE SEND TO PARTIES PURSUANT TO THE PRO-
VISIONS OF MASS. R. CIV. P. 77(c) AS FOLLOWS

Notice sent 3-1-24

WHEREAS, the Commonwealth alleges in its Complaint that the Defendants performed this demolition work without first conducting a proper asbestos survey by a licensed asbestos inspector and without taking precautions required by the Air Act and the Air Regulations to prevent the release of asbestos fibers into the air;

WHEREAS, the Complaint further alleges that the Defendants' actions at the Site resulted in: the removal and handling of asbestos-containing material ("ACM") and asbestos-containing waste material ("ACWM") without using proper handling practices and without properly securing the ACWM for safe storage, transport, and disposal; the commingling of ACWM with demolition debris; the dry, uncontained storage of ACWM on the ground at the Site; the disposal of several dumpsters of ACWM as general construction and demolition waste at a metal recycling facility not approved to accept ACWM; and the performance of asbestos abatement work without notice or an emergency waiver, all of which risked the health and safety of the public and workers at the Site and at the waste facilities which received the commingled debris, and created a condition of air pollution;

WHEREAS, the Commonwealth's Complaint seeks the assessment of civil penalties;

WHEREAS, the Commonwealth and Defendants (collectively, "the Parties") have reached an agreement to resolve the Commonwealth's claims against Defendants, without any admission of liability by Holtec;

WHEREAS, the Commonwealth and Defendants consent to the entry of this Consent Judgment without a trial on any issues and agree that the entry of this Consent Judgment is an appropriate means to resolve this case; and

WHEREAS, the Parties agree that the settlement of this matter has been negotiated in good faith and at arm's length, that implementation of this Consent Judgment will avoid

prolonged and complicated litigation between the Parties, and that this Consent Judgment is consistent with the goals of the Air Act and in the public interest.

NOW, THEREFORE, based on the Joint Motion of the Parties for Entry of this Consent Judgment, and before taking any testimony and without the adjudication of any issue of fact or law except as provided in Section II (Jurisdiction and Venue), it is **ADJUDGED, ORDERED, AND DECREED**, as follows:

II. JURISDICTION AND VENUE

1. The Superior Court has jurisdiction over the subject matter of this action and over the parties to it pursuant to G.L. c. 111, § 142A, and G.L. c. 214, §§ 1 and 3. Venue is proper in Suffolk County pursuant to G.L. c. 223, § 5.

2. The Complaint alleges facts, which, if proven, would constitute good and sufficient grounds for the relief set forth in this Consent Judgment.

III. PARTIES BOUND

3. This Consent Judgment shall constitute a binding agreement between the Parties, and Defendants consent to its entry as a final judgment by the Court and waive all rights of appeal upon its entry on the docket. If the Superior Court declines to enter this Consent Judgment on any ground except one related to form, this Consent Judgment is voidable at the option of either Party within fourteen (14) days of the Court's decision. If, on the other hand, the Superior Court determines that substantive modifications to this Consent Judgment are necessary prior to the Court's entry of it, the Parties shall enter into good faith negotiations to discuss the modifications, and this Consent Judgment shall be void unless the Commonwealth and Defendants agree otherwise in writing within fourteen (14) days of the Court's decision.

4. The provisions of this Consent Judgment shall apply to and bind Defendants, and any person or entity acting by, for, or through Defendants, including managers, directors, officers, supervisors, employees, agents, servants, attorneys-in-fact, successors and assigns, and those persons in active concert or participation with Defendants who receive notice of this Consent Judgment.

5. Defendants shall not violate this Consent Judgment, and Defendants shall not allow their officers, directors, agents, servants, attorneys-in-fact, employees, successors, assigns, or contractors to violate this Consent Judgment. In any action to enforce this Consent Judgment, Defendants shall not raise as a defense the failure by any of their managers, directors, officers, supervisors, employees, agents, or contractors to take any actions necessary to comply with the provisions of this Consent Judgment.

6. In addition to any relief specifically provided in this Consent Judgment, Defendants understand and agree that violations of this Consent Judgment may be punishable by contempt.

IV. PAYMENT OF CIVIL PENALTIES

7. Defendants shall pay to the Commonwealth a civil penalty pursuant to the Air Act of two hundred thousand dollars (\$200,000.00) **within thirty (30) days of entry of this Consent Judgment.**

8. Defendants shall pay the above-described civil penalty payment with funds from HDI's General Overhead Account and not from Pilgrim's Decommissioning Trust Fund.

9. Defendants shall not seek reimbursement for the above-described civil penalty payment from Pilgrim's Decommissioning Trust Fund.

10. Defendants shall make the above-described civil penalty payments by Electronic Funds Transfer (“EFT”) to the Commonwealth of Massachusetts in accordance with current EFT procedures, using the following account information:

Commonwealth of Massachusetts, Office of the Attorney General
ABA#: 011075150
ACCOUNT#: 00088882022
SANTANDER BANK
75 STATE STREET
BOSTON, MA 02109
TIN: 04002284

and shall include the following in the payment information: “EPD, *Commonwealth v. Holtec Pilgrim, LLC, et al.*” Any payments received by the Commonwealth after 4:00 P.M. (Eastern Time) will be credited on the next business day. At the time of the payment, Defendants shall send notice of payment by electronic mail, as set forth below in Section VIII (Notices), and shall include the Defendants’ Taxpayer Identification Numbers, the payment information described in this Paragraph, and the amount of the payment.

V. INTEREST AND COLLECTIONS

11. If any payment required pursuant to this Consent Judgment is late or not made, Defendants shall pay interest on any overdue amount for the period of such nonpayment and at the rate of twelve percent (12%) pursuant to G.L. c. 231, § 6B, computed monthly, and shall pay all expenses associated with collection by the Commonwealth of the unpaid amounts and interest for any period of nonpayment after the payment obligation becomes due, including reasonable attorneys’ fees.

VI. EFFECT OF CONSENT JUDGMENT

12. Upon compliance with the requirements of this Consent Judgment, (a) this Consent Judgment shall resolve Defendants’ liability for the specific legal claims alleged against

them in the Complaint, and (b) the Commonwealth shall release Defendants from liability for the specific legal claims alleged against Defendants in the Complaint.

13. Nothing in this Consent Judgment, or any permit or approval issued by the Department: (a) shall bar any action by the Commonwealth on any legal claim not specifically pleaded in the Complaint or for any violations not revealed to the Commonwealth; (b) shall be deemed to excuse noncompliance by Defendants or any of the persons or entities otherwise bound by this Consent Judgment with any law or regulation; or (c) shall preclude a separate or ancillary action by the Commonwealth to enforce the terms of this Consent Judgment, or any permit or other approval issued by the Department. The Commonwealth expressly reserves all claims for injunctive relief for violations of all of the statutes and regulations referred to in this Consent Judgment, whether related to the specific legal claims resolved by this Consent Judgment or otherwise.

14. Nothing in this Consent Judgment shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Judgment.

VII. MISCELLANEOUS

15. Defendants understand and agree that, pursuant to 11 U.S.C. § 523(a)(7), the civil penalty and any other costs or sums that Defendants may be required to pay under this Consent Judgment are not subject to discharge in any bankruptcy.

16. Defendants shall pay all expenses, including reasonable attorneys' fees and costs, incurred by the Commonwealth in the enforcement of this Consent Judgment.

17. Defendants waive entry of findings of fact and conclusions of law pursuant to Rule 52 of the Massachusetts Rules of Civil Procedure.

18. The titles in this Consent Judgment have no independent legal significance and are used merely for the convenience of the Parties.

19. Massachusetts law shall govern the interpretation and enforcement of this Consent Judgment.

20. In computing any period of time under this Consent Judgment, where the last day would fall on a Saturday, Sunday, or State or Federal holiday, the period shall run until the close of business the next business day.

VIII. NOTICES

21. Unless otherwise specified in this Consent Judgment, notices and submissions required by this Judgment shall be made in writing by first class mail to the following addresses:

For the Attorney General's Office and the Commonwealth:

John S. Craig
Assistant Attorney General
Office of the Attorney General
One Ashburton Place, 18th Floor
Boston, MA 02108
John.Craig@mass.gov

For the Department:

Daniel dHedouville
Regional Counsel
Department of Environmental Protection
20 Riverside Drive
Lakeville, MA 02347
daniel.dhedouville@mass.gov

For Holtec Pilgrim, LLC:

William F. Gill IV, Esq.
Vice President and General Counsel
Holtec Pilgrim, LLC
1 Holtec Boulevard
Camden, NJ 08104
W.Gill@Holtec.com

For Holtec Decommissioning International, LLC:

Jason Day, Esq.
General Counsel
Holtec Decommissioning International, LLC
1 Holtec Boulevard
Camden, NJ 08104
J.Day@Holtec.com

or, to such other place or to the attention of such other individual as a Party may from time to time designate by written notice to the other Party to this Consent Judgment.

IX. INTEGRATION

22. Except as expressly set forth in this Consent Judgment, this Consent Judgment sets forth all of the obligations of the Parties and represents the complete and exclusive statement of the Parties with respect to the terms of the settlement agreement embodied by this Consent Judgment; any other representations, communications or agreements by or between the Parties shall have no force and effect.

X. MODIFICATION

23. The terms of this Consent Judgment may be modified only by a subsequent written agreement signed by the Parties. Where the modification constitutes a material change to any term of this Consent Judgment, it shall be effective only by written approval of the Parties and the approval of the Court. The Commonwealth's decision to extend a deadline in this Consent Judgment shall not constitute a material change for purposes of this Paragraph.

XI. AUTHORITY OF SIGNATORY

24. The person(s) signing this Consent Judgment on behalf of the Defendants acknowledges: (a) that they have personally read and understand each of the numbered Paragraphs of this Consent Judgment; (b) that, to the extent necessary, Defendants' managers,

directors, officers, and shareholders have consented to Defendants entering into this Consent Judgment and to its entry as a Final Judgment; and (c) that they are authorized to sign and bind Defendants to the terms of this Consent Judgment.

XII. RETENTION OF JURISDICTION

25. The Court shall retain jurisdiction over this case for purposes of resolving disputes that arise under this Consent Judgment, entering orders modifying this Consent Judgment, or effectuating or enforcing compliance with the terms of this Consent Judgment and any permits, approvals, or directives issued by the Department pursuant to the terms of this Consent Judgment.

XIII. FINAL JUDGMENT

26. Upon approval and entry of this Consent Judgment by the Court, this Consent Judgment shall constitute a Final Judgment of the Court.

IT IS SO ORDERED. JUDGMENT is hereby entered in accordance with the foregoing.

By the Court:



JUSTICE, SUPERIOR COURT

Balazs, J

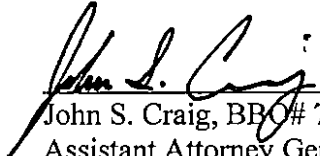
2-26-24

Date

The Undersigned Parties enter into this Consent Judgment in the matter of
Commonwealth v. Holtec Pilgrim LLC, et al. (Suffolk Superior Court).

FOR THE COMMONWEALTH OF
MASSACHUSETTS

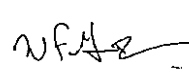
ANDREA JOY CAMPBELL
ATTORNEY GENERAL



John S. Craig, BBO# 707067
Assistant Attorney General
Office of the Attorney General
One Ashburton Place, 18th Floor
Boston, MA 02108
John.Craig@mass.gov

Dated: 2/21/24

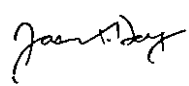
For Holtec Pilgrim, LLC:


Digitally signed by William F. Gill IV
DN: cn=William F. Gill IV, c=US,
o=Holtec International, ou=Legal
Department,
email=w.gill@holtec.com
Date: 2024.02.20 16:39:51 -05'00'

William F. Gill IV, Esq.
Vice President and General Counsel
Holtec Pilgrim, LLC
1 Holtec Boulevard
Camden, NJ 08104
W.Gill@Holtec.com

Dated:

For Holtec Decommissioning International,
LLC:


Digitally signed by Jason Day, General
Counsel
DN: cn=Jason Day, General Counsel, c=US,
o=Holtec Decommissioning International,
LLC, email=jday@holtec.com
Date: 2024.02.21 08:20:25 -05'00'

Jason Day, Esq.
General Counsel
Holtec Decommissioning International,
LLC
1 Holtec Boulevard
Camden, NJ 08104
J.Day@Holtec.com

Dated: