COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENVIRONMENTAL AFFAIRS
DEPARTMENT OF ENVIRONMENTAL PROTECTION

IN THE MATTER OF:

Greenfield Industries, Inc.
TRW, Inc.
Town of Greenfield

FILE No. ACO-WE-01-3012

ADMINISTRATIVE CONSENT ORDER

I. The Parties

1. The Department of Environmental Protection (hereafter, the "Department") is a duly constituted agency of the Commonwealth of Massachusetts established pursuant to M.G.L. c. 21A, §7. The Department maintains its principal office at One Winter Street, Boston, Massachusetts and a regional office at 436 Dwight Street, Springfield, Massachusetts. The Attorney General is the chief law enforcement official of the Commonwealth and is authorized to represent the Commonwealth of Massachusetts ("Commonwealth") for purposes of granting covenants not to sue under M.G.L. c. 21E. The Office of the Attorney General, representing the Commonwealth, is a signatory to this Consent Order solely for the purposes of the covenants not to sue, including pertinent limitations and reservations of rights, and of the provisions governing contribution protection. The Attorney General maintains his principal office at One Ashburton Place, Boston, Massachusetts.

2. TRW, Inc., ("TRW") is an Ohio corporation having its principal offices at 1900 Richmond Road, Cleveland, Ohio. TRW was the owner and operator of the former Greenfield Tap & Die Plant #1, 11-17 Meridian Street, Greenfield, Massachusetts (the Greenfield Tap & Die Plant #1, excluding the Swarf Area Disposal Site, MA-DEP Site No. 1-0000083, shall hereafter be referred to as the "Site") from approximately 1968 to 1986.

3. Greenfield Industries, Inc. ("GII") is a Delaware corporation with its principal offices at 470 Old Evans Road, Evans, Georgia. GII was the owner and operator of the Site from approximately 1986 to 1994; since 1997, GII has been a subsidiary of Kennemetal, Inc., a Pennsylvania corporation with its principal offices at 1600 Technology Way, Latrobe, Pennsylvania.

4. The Town of Greenfield ("the Town") is a Massachusetts municipal corporation with offices located at Town Hall, 14 Court Square, Greenfield, Massachusetts. The Town is the present owner of the Site, which it acquired in 1997 through a tax foreclosure from an interim owner.

5. For the purposes of this Consent Order, the Town, GII, and TRW shall collectively be referred to as the "Respondents."

II. The Department's Statement of Facts and Law

The Department alleges the following facts:

6. The Department is responsible for the implementation and enforcement of Massachusetts General Laws (M.G.L.) Chapter 21E, the "Massachusetts Oil and Hazardous Material Release Prevention and Response Act," and the regulations promulgated thereunder at 310 CMR 40.0000, the Massachusetts Contingency Plan (MCP). The Department has authority under M.G.L. c. 21A, §16 and 310 CMR 5.00 to assess civil administrative penalties against persons in noncompliance with its regulations.

7. Various investigations have revealed that the Site is contaminated with oil and hazardous materials and requires remediation pursuant to the MCP and M.G.L. c. 21E. The Town believes that it has neither caused nor contributed to contamination at or from the Site, and wishes to have the Site remediated in order to redevelop it for beneficial uses, and to accomplish such remediation and redevelopment as soon as feasible.

8. GII, as a former owner and operator of the Site, is a person liable pursuant to M.G.L. c. 21E, §5(a), and is a party responsible for response action costs and damages under M.G.L. c. 21E.

9. TRW, as a former owner and operator of the Site, is a person liable pursuant to M.G.L. c. 21E, §5(a), and is a party responsible for response action costs and damages under M.G.L. c. 21E.

10. The Department issued Notices of Responsibility to GII and TRW on March 17, 1999. Pursuant to M.G.L. c. 21E, §5(e), GII and TRW are considered jointly and severally liable to the Commonwealth for their liability at the Site.

11. The Town, GII, and TRW have negotiated settlement agreements to resolve liability among themselves, which settlement agreements are attached hereto as Exhibits A and B.

III. Disposition and Order

12. As a result of discussions between the Parties, and without adjudication of any fact or law set forth above, the Parties have agreed to enter into this Consent Order because it is in their own interests, and in the public interest, to proceed promptly with the actions called for herein rather than expend additional time and resources litigating the allegations stated above. The Parties agree that entering into this Consent Order facilitates and encourages the settlements negotiated between the Town and GII and between the Town and TRW. GII, TRW and the Town neither admit nor deny the truth of any of the allegations in Section II above.

13. The Department's authority to issue this Consent Order is conferred by M.G.L. c. 21E and the MCP, and M.G.L. c. 21A, §16 and 310 CMR 5.00. The Department hereby orders, and the Respondents hereby consent to, the following terms and conditions, and the Respondents admit that the Department has jurisdiction to issue this Consent Order.

14. Within thirty (30) days of the effective date of this Consent Order, TRW and the Town shall reimburse the Department for any and all costs incurred by the Department related to

the Site as of the effective date of this Consent Order, including Annual Compliance Fees due through the billable year ending February 23, 2001. If TRW and the Town do not reimburse said costs and fees, then GII shall reimburse the Department for said costs and fees.

15. TRW shall perform response actions at the Site to achieve a Response Action Outcome ("RAO") supporting either a Permanent Solution or a Remedy Operation Status ("ROS"), in accordance with the MCP, including MCP timelines, and any permits issued by the Department.

16. The Town shall perform certain activities, including response actions, at the Site in accordance with the MCP, as applicable, and any permits issued by the Department.

IV. Additional Terms and Provisions

17. This Consent Order shall not be construed as, or operate as, relieving the Town, GII, TRW or any other person of the necessity of complying with all applicable federal, state and local laws and regulations.

18. This Consent Order shall be binding on the Town, GII, and TRW and on their officers, employees, agents and contractors. The Town, GII, and TRW shall not violate this Consent Order and shall not allow their officers, employees, agents, or contractors to violate this Consent Order. Violation of this Consent Order by any of the foregoing persons or entities shall constitute violation of this Consent Order by the Town, GII, or TRW. However, no Respondent shall be responsible for violations by any other Respondent, except as otherwise provided in this Consent Order. This Consent Order also shall be binding on GII's and TRW's successors or assignees. Until such time as a valid RAO or ROS is submitted to the Department, GII and TRW shall provide a copy of this Consent Order to each successor or assignee, and shall require a written and signed acknowledgement from each successor or assignee of acceptance of responsibility to comply with this Consent Order, concurrent with establishing any succession or assignment. GII and TRW shall provide the Department with a copy of such acknowledgement within thirty (30) days of the establishment of succession or assignment.

19. The Town, GII, and TRW hereby waive their right to an adjudicatory hearing before the Department on, and judicial review of, the issuance and terms of this Consent Order and to notice of any such rights of review.

20. **Covenants.** Other than in an action to enforce this Consent Order or to respond to future violations of the MCP at this Site, in consideration of the actions that will be performed and the payments that will be made by the Respondents under the terms of this Consent Order, and pursuant to M.G.L. c. 21E, § 3A(j)(1), and subject to paragraph 21 herein, the Department and the Commonwealth hereby covenant not to sue or to take administrative action against the Respondents for violations of M.G.L. c. 21E and the MCP related to the Site. With respect to liability for response costs incurred prior to the date of this Consent Order pursuant to M.G.L. c. 21E and the MCP, these covenants shall take effect upon

receipt by the Department of the full payment required under paragraph 14. With respect to liability for performance of response actions at the Site pursuant to M.G.L. c. 21E and the MCP, these covenants shall take effect upon the Department's receipt in compliance with applicable MCP timelines of a valid Class A Response Action Outcome Statement or a Remedy Operation Status Submittal pursuant to 310 CMR 40.0893(3) for the Site.

21. **Reservation of Rights** Notwithstanding any provision of this Consent Order to the contrary, the Department and the Commonwealth reserve the right, and this Consent Order is without prejudice to the right of the Department and the Commonwealth, to institute further legal proceedings or to issue further administrative orders with respect to the Site, including, but not limited to, any proceeding or order (a) to compel any one or more of the Respondents to perform response actions at the Site in accordance with M.G.L. c. 21E and the MCP or (b) to recover response action costs and fees not inconsistent with M.G.L. c. 21E and the MCP, if (i) conditions at the Site previously unknown to the Department are discovered, or (ii) information previously unknown to the Department is received, in whole or in part; and the Department determines, based on such previously unknown conditions or information, together with any other relevant information, that further response actions are necessary at the Site, or (iii) after audit pursuant to 310 CMR 40.1101 *et seq*,. the Department or the Commonwealth determines that further response actions are necessary at the Site. In taking any action related to subsection (iii) of this paragraph with respect to the Respondents, the Department or the Commonwealth will first proceed against TRW and the Town. If TRW and/or the Town do not comply, then the Department and the Commonwealth reserve their right to proceed against GII.

The Department and the Commonwealth reserve all rights that they have under M.G.L. c. 21E and the MCP to perform response actions at the Site not inconsistent with M.G.L. c. 21E and the MCP, and/or to recover response action costs incurred for such response actions, in accordance with M.G.L. c. 21E and the MCP. The Respondents reserve all rights they may have under M.G.L. c 21E and the MCP.

No provision of this Consent Order shall be construed or operate to bar, diminish, waive or in any other way affect the Department's or the Commonwealth's authority with respect to any matter not specifically addressed by this Consent Order.

Failure on the part of the Department or the Commonwealth to complain of action or inaction by TRW, the Town or GII shall not constitute a waiver by the Department or the Commonwealth of any of its rights hereunder. Furthermore, no waiver by the Department or the Commonwealth of any provision herein shall be construed as a waiver of any other provision herein or of a future waiver of such provision.

No provision of this Consent Order shall be construed to render the Department or the Commonwealth a party to any contract or agreement entered into by the Respondents to carry out the Respondents' obligations under this Consent Order. No provision of this Consent Order shall operate as an assumption of any liability by the Department or the Commonwealth under any such contract or agreement.

22. For the purposes of M.G.L. c. 21E, § 3A(j)(2) and paragraphs 20, 23, 24A through H and 25 of this Consent Order, the "matters addressed" in this administrative settlement consist of claims pursuant to M.G.L. c. 21E for contribution, recovery of response costs or property damage, or equitable share, arising from releases of oil or hazardous material at and from the Site prior to the date of execution of this Consent Order

23. **Contribution, Cost Recovery and Equitable Share Protection** Pursuant to M.G.L. c. 21E, § 3A(j)(2), this Consent Order shall provide protection for claims for contribution, cost recovery and equitable share to the Respondents to the fullest extent allowable by law with respect to "matters addressed" as defined above. This Consent Order shall not affect any liability established by contract.

24. **Notice and Comment Period**

A. Within 30 days after the execution of this Consent Order, the Respondents shall provide notice of the Consent Order in accordance with M.G.L. c. 21E, § 3A(j)(2), and copies of the Consent Order, either in hand or by registered mail, return receipt, to all owners of record in the respective registry of deeds or the appropriate land registration office of the registry district for the preceding fifty (50) years for all property within the Site.

B. Within 30 days after the execution of this Consent Order, the Respondents shall provide notice of the settlement in accordance with M.G.L. c. 21E, § 3A(j)(2), and copies of this Consent Order, either in hand or by registered mail, return receipt, to all parties who have received notice from the Department, pursuant to M.G.L. c. 21E, § 4, of the Commonwealth's intent to undertake response actions at the Site.

C. Within 30 days after the execution of this Consent Order, the Respondents shall provide notice of the Consent Order by publication in accordance with M.G.L. c. 21E, § 3A(j)(2). Such notice by publication shall run once per week for three successive weeks, either in a newspaper published in Greenfield, Massachusetts, or, if no newspaper is published in Greenfield, Massachusetts, in a newspaper with general circulation in Greenfield, as defined by M.G.L. c. 21E, § 3A(j)(2). Within 30 days after the execution of this Consent Order, the Respondents shall also cause notice of the Consent Order to be published in the Environmental Monitor in accordance with M.G.L. c. 21E, § 3A(j)(2).

D. Within seven (7) days following completion of the final notice by publication as provided by the preceding paragraph, the Respondents shall provide written notification to the Department that the notice requirements have been fulfilled.

E. The ninety (90) calendar day comment period provided by M.G.L. c. 21E, § 3A(j)(2) ("the Comment Period"), shall be deemed to begin on the thirtieth (30th) day following the execution of this Consent Order, or on the date the Respondents provide written notification to the Department that the notice requirements have

been fulfilled, if such notification is given before the thirtieth (30th) day.

F. During the Comment Period, any person may submit to the Department written comments concerning the matters addressed in this Settlement. As provided in M.G.L. c. 21E, § 3A(j)(2), the Department may, in its sole discretion, extend the Comment Period upon a request made prior to the expiration of the original ninety (90) days.

G. The Commonwealth and the Department reserve the right to withdraw from this Consent Order, if written comments submitted pursuant to M.G.L. c. 21E, § 3A(j)(2), disclose material facts or considerations which indicate that the terms of this Consent Order are unfair, improper, or otherwise not in the public interest.

H. If the Department or the Commonwealth should determine, pursuant to the preceding paragraph, that the terms of this Consent Order are unfair, improper, or otherwise not in the public interest, the Department shall immediately so notify the Respondents, and the Department, the Commonwealth, and the Respondents shall enter into good faith negotiations to discuss any modifications necessary to remedy any such terms. This Consent Order shall be void unless the Department, the Commonwealth, and the Respondents agree otherwise within fourteen (14) days of the Department's notification of Respondents provided herein, and the terms of the Consent Order may not be used as evidence in any litigation between the Parties.

25. In this or any subsequent administrative or judicial proceeding initiated by the Commonwealth or the Department pursuant to paragraph 21 of this Consent Order for injunctive relief, recovery of response costs, or other appropriate relief relating to the matters addressed in this Consent Order, the Respondents shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, or claim splitting; provided, however, that nothing in this paragraph affects the enforceability of the covenants not to sue set forth in this Consent Order.

V. Ratification

26. This Consent Order shall be effective on the date signed by the Department or the Commonwealth, whichever date is later.

27. This Agreement may be executed in five or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

28. Each undersigned representative certifies that he/she is fully authorized to enter into the terms and conditions of this order and to legally bind the party on whose behalf such representative is signing.

I certify that I am duly authorized to enter into this Consent Order on behalf of:

Greenfield Industries
470 Old Evans Road
Evans, Georgia

By: David W. Greenfield Date: 12/7/01
Signature

DAVID W. GREENFIELD
Printed Name

Its: VICE PRESIDENT, SECRETARY AND GENERAL COUNSEL

Federal Employer Identification Number

I certify that I am duly authorized to enter into this Consent Order on behalf of:

TRW, Inc.
1900 Richmond Road
Cleveland, Ohio

DEPT. OF ENV. PROTECTION
Rec'd
12

By: David B. Goldston Date: 12/10/2001
Signature
David B. Goldston
Printed Name
Its: Assistant Secretary
Federal Employer Identification Number 34-0575430

TOWN OF GREENFIELD by it's Selectmen

By: _____
Timothy Farrell

By: _____
Peter Ruggeri

By: _____
John Mackin Jr.

By: _____
David Lamie

By: William B. Allen
William B. Allen

COMMONWEALTH OF MASSACHUSETTS)
) ss:
COUNTY OF Franklin)

I, the undersigned notary public of the County of Franklin, Commonwealth of Massachusetts, hereby certify that the above-named ~~Board of Selectmen~~ personally appeared before me this day, and acknowledged that he is the Selectmen of Town of Greenfield, a municipal corporation, and that by authority duly given, and as the act of the corporation, the foregoing instrument was signed by him in its name.

SUBSCRIBED AND SWORN TO
before me this 4 day of December 2001

Kathryn J. Scott
Notary Public

KATHRYN J. SCOTT
Notary Public
My Commission Expires
March 7, 2008

DEPT. OF ENV. PROTECTION
Rec'd
DEC 10 2001
WERO

Hereunto duly authorized
Department of Environmental Protection

By: _____ Date: 12/12/01
Michael J. Gorski, Regional Director
Western Regional Office
436 Dwight Street
Springfield MA 01103

Hereunto duly authorized
For The Commonwealth of Massachusetts
for the purposes of the covenants not to sue, including pertinent limitations and reservations of rights, and of the provisions governing contribution protection.

Thomas F. Reilly
Attorney General
Commonwealth of Massachusetts

By: _____ Date: 12/12/1
James Farrell
Assistant Attorney General
Commonwealth of Massachusetts
Office of the Attorney General
200 Portland Street
Boston, MA 02114

EXHIBIT A

DEPT. OF ENV. PROTECTION
Rec'd
DEC 17 2001
WERO

SETTLEMENT AND RELEASE
MARCH 28, 2001

SETTLEMENT AND RELEASE

THIS AGREEMENT is made as of the 28th day of March 2001, by and between Greenfield Industries, Inc., having an address at 1600 Technology Way, Latrobe, Pennsylvania 15650-0231 ("GII") and the Town of Greenfield, having an address at 253 Main Street, Greenfield, Massachusetts 01301 ("Town").

WHEREAS, from 1986 until 1994, GII owned and operated the Greenfield Tap & Die Plant # 1, located at 11-17 Meridian Street in Greenfield, Massachusetts ("Site");

WHEREAS the Town is the current owner of the Site, having acquired title in 1997 for nonpayment of taxes by an interim owner;

WHEREAS, various investigations have revealed that the Site is contaminated with oil and hazardous materials and requires remediation pursuant to the Massachusetts Contingency Plan, 310 CMR 40.000 et seq., and the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c. 21E, ("Chapter 21E");

WHEREAS, the Town, GII, and TRW, Inc. (the owner and operator of the Site prior to 1986) previously entered into a limited Interim Settlement Agreement, pursuant to which GII and TRW agreed, *inter alia*, to provide specified funds to the Town for i) technical services, including, without limitation, additional assessment of environmental issues at the Site and/or remediation thereof; ii) legal services related to environmental issues at the Site, including the conduct of negotiations designed to settle claims related to such issues; and iii) related expenses incurred by the Town;

WHEREAS, the Town wishes to have the Site remediated in order to redevelop it for beneficial uses, and to accomplish such remediation and redevelopment as soon as feasible;

WHEREAS, GII has alleged, and the Town has denied, that the Town has caused and/or contributed to contamination at or on the Site;

WHEREAS the Town has alleged, and GII has denied, that GII is liable to the Town under the statutory and common law of the Commonwealth of Massachusetts for all, or a portion, of the costs incurred in connection with the investigation and remediation of environmental contamination at the Site, and in connection with the investigation, maintenance, repair, and/or restoration of the Wiley and Russell Dam located on the Site ("Dam"); and

WHEREAS the parties hereto now wish to settle, fully and finally, all disputes between them related to the presence of, and the release or threat of release of, contaminants at or from the Site, and the obligation to investigate, repair, maintain, or restore the Dam;

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements set forth herein, the adequacy of which are hereby acknowledged, GII and the Town, intending to be legally bound hereby, agree as follows:

1. Payment of Settlement Amount. GII shall pay to the Town the sum of Three Hundred Thousand Dollars ($300,000), above and beyond the Twenty Five Thousand Dollars ($25,000) already paid by GII to the Town in connection with the Interim Settlement Agreement referenced above, in full and final settlement of all disputes between them related to the presence, and the release or threat of release of contaminants at or from the Site, and the obligation to investigate, repair, maintain, or restore the Dam. Payment shall be made by certified check made payable to the "Town of Greenfield," and delivered by overnight courier to the following:

Jeffrey M. Bernstein, Esquire
Bernstein, Cushner & Kimmell, P.C.
585 Boylston Street, Suite 200
Boston, MA 02116

Payment shall be deemed complete on the day of receipt.

GII's payment to the Town shall be conditioned upon satisfaction by April 30, 2001 of the following two conditions:

(a) GII and the Massachusetts Department of Environmental Protection ("DEP") shall enter into an administrative consent order pursuant to which DEP will agree to grant GII a release and contribution protection in connection with the Site; and

(b) the Town and TRW shall enter into an agreement establishing responsibilities for remediating the Site.

If these conditions are not met by the close of business on April 30, 2001, this Agreement shall be null and void. If these conditions are met by or before the close of business on April 30, 2001, GII shall pay the aforementioned Three Hundred Thousand Dollars ($300,000) to the Town within three (3) business days after the administrative consent order, including the release and contribution protection granted pursuant thereto, becomes fully effective and enforceable.

2. Waiver and Release. Upon payment by GII of the amount specified in paragraph 1 of this Agreement, and subject to and in consideration of the mutual promises contained herein, including the rights granted to enforce this Agreement, the Town and GII shall each forever release and discharge the other from all liability arising out of or in connection with, or otherwise related to, any Environmental Condition, as that term is defined in paragraph four (4) of this Agreement, existing at the Site on or prior to the date of this Agreement, whether or not discovered as of the date of this Agreement; and all liability relating to the investigation, maintenance, repair, restoration, or condition of the Dam. This release also extends to the respective officers, directors, representatives, agents, employees, attorneys, parents, subsidiaries, shareholders, successors, and assigns of the Town and GII.

The Town and GII each further waive its right to assert against the other any and all claims either now has, or may have in the future, arising out of or in connection with, or

otherwise related to, any Environmental Condition existing at the Site on or prior to the date of this Agreement, whether or not discovered as of the date of this Agreement; and any and all claims either now has, or may have in the future, arising out of or in connection with, or otherwise related to, the investigation, maintenance, repair, restoration, or condition of the Dam. The claims waived in the previous sentence include, but are not limited to, all claims arising under any Environmental Law, as that term is defined in paragraph four (4) of this Agreement, and any claim for injunctive relief, cost recovery, natural resources damages, indemnification, or contribution arising out of or in connection with, or otherwise related to, any Environmental Condition existing at the site on or prior to the date of this Agreement, whether or not discovered as of the date of this Agreement.

3. No Admission of Liability. Nothing herein constitutes, or shall be construed as, an admission of liability by GII with respect to any claim made, or which could have been made, by the Town in connection with, or arising out of, any Environmental Condition, or in connection with, or arising out of, the investigation, maintenance, repair, restoration, or condition of the Dam.

4. Definitions.

(a) For purposes of this Agreement, the term "Environmental Law" shall mean any federal, state, or local statutory or common law, rule, regulation, or ordinance, whether now in existence or enacted or promulgated hereafter, and any license, permit, or order issued by any governmental agency relating to the use, generation, handling, treatment, storage, disposal, discharge, release, threat of release, or presence of, or exposure to, any oil, waste, pollutant, contaminant, toxin, or other substance or material that causes, or is suspected of causing, harm to human health or the environment, including, but not limited to, Chapter 21E, M.G.L. c. 111 and c. 139, the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601-9675, and the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6992k.

(b) For purposes of this Agreement, the term "Environmental Condition" shall mean any actual or threatened pollution or contamination of soil, groundwater, surface water, air, indoor environment, or other medium by any oil, waste, pollutant, contaminant, toxin, or other substance or material the use, generation, handling, treatment, storage, disposal, transportation, discharge, release, threat of release, or presence of, or exposure to which is regulated, or otherwise addressed, under any Environmental Law; and any nuisance created by, attributable to, or arising from any such actual or threatened pollution or contamination, or other condition, including the physical condition of buildings.

5. Choice of Law/Venue. This Agreement, and any disputes or claims arising hereunder, shall be governed by, and interpreted in accordance with, the laws of the Commonwealth of Massachusetts, without regard to its choice of law rules. Venue for judicial enforcement shall be Franklin County Superior Court or the United District Court for the District of Massachusetts, Western Division.

6. Amendment/Modification. No modification, amendment, supplementation, or other alteration of any of the provisions of this Agreement, or any future representation, promise, or condition made in connection with the subject matter of this Agreement, shall be binding on the parties hereto, unless made in a writing executed by a duly authorized representative of each party.

7. Execution. This Agreement may be executed in two counterparts, each of which shall be deemed an original, and both of which, together, shall constitute one and the same instrument.

8. Acceptance of Terms. By entering into this Settlement and Release, the parties hereto represent that they have read all terms hereof and that such terms are fully understood and voluntarily accepted by each of them.

9. Use of This Agreement in Other Proceedings. Neither this Agreement nor its terms, nor any act or omission in its negotiation, execution, or performance, shall be admissible or relevant in any lawsuit or other proceeding; provided, however, that this Agreement may be

offered by either party hereto in a proceeding to establish payment under or to enforce this Agreement.

10. Entire Agreement/Adequate Representation/Joint Work Product. This Agreement represents the entire agreement of GII and the Town and consolidates, integrates, and supersedes all prior and contemporaneous representations, negotiations, and agreements, written or oral, made with respect to the subject matter of this Agreement. GII and the Town have each been represented by counsel of their own choosing in the negotiation of this Agreement and have participated jointly in its drafting. This Agreement shall not be construed in favor of or against either party as the drafter or by virtue of any rule of contract construction.

11. Captions. The headings appearing in this Agreement are intended for convenience and reference only, and are not to be considered in construing this Agreement or any part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the 27th day of March 2001.

GREENFIELD INDUSTRIES, INC.

By: David T Cofer

Printed Name: DAVID T COFER

Title: VICE PRESIDENT AND SECRETARY

Date: MARCH 28, 2001

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF Westmoreland)

I, the undersigned notary public of the County of Westmoreland, Commonwealth of Pennsylvania, hereby certify that the above-named David T. Cofer personally appeared before me this day, and acknowledged that he is the V.P. & Secretary of Greenfield Industries, Inc., a Delaware corporation, and that by authority duly given, and as the act of the corporation, the foregoing instrument was signed by him in its name.

SUBSCRIBED AND SWORN TO
before me this 28th day of March 2001

Jacqueline L. Zitt
Notary Public

Notarial Seal
Jacqueline L. Zitt, Notary Public
Unity Twp., Westmoreland County
My Commission Expires Jan. 8, 2004
Member, Pennsylvania Association of Notaries

TOWN OF GREENFIELD

By: _____

Printed Name: John J. Mackin, Jr.

Title: Chairman, Board of Selectmen

Date: March 27, 2001

COMMONWEALTH OF MASSACHUSETTS)
) ss:
COUNTY OF FRANKLIN)

I, the undersigned notary public of the County of FRANKLIN, Commonwealth of Massachusetts, hereby certify that the above-named JOHN J. MACKIN personally appeared before me this day, and acknowledged that he is the CHAIRMAN, BOARD OF SELECTMEN of Town of Greenfield, a municipal corporation, and that by authority duly given, and as the act of the corporation, the foregoing instrument was signed by him in its name.

SUBSCRIBED AND SWORN TO
before me this 27th day of March 2001

_____
Notary Public
EDWARD P. SMITH
MY COMMISSION EXPIRES: JULY 24, 2003

EDWARD P. SMITH
NOTARY
PUBLIC
COMMONWEALTH OF MASSACHUSETTS

1022077-1:PGH1

AMENDMENT TO SETTLEMENT AND RELEASE DATED APRIL 30, 2001

AMENDMENT TO SETTLEMENT AND RELEASE

THIS AMENDMENT to the Settlement and Release dated March 28, 2001 by and between Greenfield Industries, Inc., having an address at 1600 Technology Way, Latrobe, Pennsylvania 15650-0231 ("GII") and the Town of Greenfield, having an address at 253 Main Street, Greenfield, Massachusetts 01301 ("Town") (the "Agreement") is made effective as of the 30th day of April 2001 between GII and the Town.

In accordance with Section 6 of the Agreement, GII and the Town, intending to be legally bound hereby, agree as follows:

The words "April 30, 2001," as set forth in two places in Section 1 of the Agreement, are stricken and replaced, in both instances, with the words "May 14, 2001."

This Amendment may be executed in two counterparts, each of which shall be deemed an original, and both of which, together, shall constitute one and the same instrument.

All other provisions of the Agreement shall remain unchanged, binding, and effective.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the 30th day of April 2001.

GREENFIELD INDUSTRIES, INC.

By: David T Cofer

Printed Name: DAVID T COFER

Title: VICE PRESIDENT AND SECRETARY

Date: APRIL 30, 2001

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF Westmoreland)

I, the undersigned notary public of the County of Westmoreland, Commonwealth of Pennsylvania, hereby certify that the above-named David T. Cofer personally appeared before me this day, and acknowledged that he is the Vice President and Secretary of Greenfield Industries, Inc., a Delaware corporation, and that by authority duly given, and as the act of the corporation, the foregoing instrument was signed by him in its name.

SUBSCRIBED AND SWORN TO
before me this 30th day of April 2001

Jacqueline L. Zitt
Notary Public

Notarial Seal
Jacqueline L. Zitt, Notary Public
Unity Twp., Westmoreland County
My Commission Expires Jan. 8, 2004
Member, Pennsylvania Association of Notaries

TOWN OF GREENFIELD

By: _____

Printed Name: John J. Mackin, Jr.

Title: Chairman, Board of Selectmen

Date: May 2, 2001

COMMONWEALTH OF MASSACHUSETTS)
) ss:
COUNTY OF Franklin)

I, the undersigned notary public of the County of Franklin, Commonwealth of Massachusetts, hereby certify that the above-named John J. Mackin, Jr. personally appeared before me this day, and acknowledged that he is the Chairman, Board of Selectmen of the Town of Greenfield, a municipal corporation, and that by authority duly given, and as the act of the corporation, the foregoing instrument was signed by him in its name.

SUBSCRIBED AND SWORN TO
before me this 3 day of May 2001

Kathryn J. Scott
Notary Public

KATHRYN J. SCOTT
Notary Public
My Commission Expires
March 7, 2008

1022077-1:PGH1

AMENDMENT TO SETTLEMENT AND RELEASE DATED MAY 14, 2001

SECOND AMENDMENT TO SETTLEMENT AND RELEASE

THIS AMENDMENT to the Settlement and Release dated March 28, 2001 and amended April 30, 2001 by and between Greenfield Industries, Inc., having an address at 1600 Technology Way, Latrobe, Pennsylvania 15650-0231 ("GII") and the Town of Greenfield, having an address at 253 Main Street, Greenfield, Massachusetts 01301 ("Town") (the "Agreement") is made effective as of the 14th day of May 2001 between GII and the Town.

In accordance with Section 6 of the Agreement, GII and the Town, intending to be legally bound hereby, agree as follows:

The words "May 14, 2001," as set forth in two places in Section 1 of the Agreement, as amended, are stricken and replaced, in both instances, with the words "May 31, 2001."

This Amendment may be executed in two counterparts, each of which shall be deemed an original, and both of which, together, shall constitute one and the same instrument.

All other provisions of the Agreement shall remain unchanged, binding, and effective.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the 14th day of May 2001.

GREENFIELD INDUSTRIES, INC.

By: David T Cofer

Printed Name: DAVID T COFER

Title: VICE PRESIDENT & SECRETARY

Date: MAY 14, 2001

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF Westmoreland)

I, the undersigned notary public of the County of Westmoreland, Commonwealth of Pennsylvania, hereby certify that the above-named David T. Cofer personally appeared before me this day, and acknowledged that he is the V.P. + Secretary of Greenfield Industries, Inc., a Delaware corporation, and that by authority duly given, and as the act of the corporation, the foregoing instrument was signed by him in its name.

SUBSCRIBED AND SWORN TO
before me this 14th day of May 2001

Jacqueline L. Zitt
Notary Public

Notarial Seal
Jacqueline L. Zitt, Notary Public
Unity Twp., Westmoreland County
My Commission Expires Jan. 8, 2004
Member, Pennsylvania Association of Notaries

TOWN OF GREENFIELD

By: _____

Printed Name: Timothy F. Farrell

Title: Clerk, Board of Selectmen

Date: May 14, 2001

COMMONWEALTH OF MASSACHUSETTS)
) ss:
COUNTY OF Franklin)

I, the undersigned notary public of the County of Franklin, Commonwealth of Massachusetts, hereby certify that the above-named Timothy F. Farrell personally appeared before me this day, and acknowledged that he is the Clerk, Board of Selectmen of the Town of Greenfield, a municipal corporation, and that by authority duly given, and as the act of the corporation, the foregoing instrument was signed by him in its name.

SUBSCRIBED AND SWORN TO
before me this 14th day of May 2001

_____
Notary Public

AMENDMENT TO SETTLEMENT AND RELEASE DATED JUNE 7, 2001

BCK

BERNSTEIN, CUSHNER & KIMMELL, P.C.

ATTORNEYS AT LAW

Jeffrey M. Bernstein
Stacey L. Cushner
Kenneth L. Kimmell
Elisabeth C. Goodman
Cristin L. Rochfuss
Erin M. O'Toole
Deirdre T. Murray

The firm has attorneys who are also admitted to practice in California, Connecticut, District of Columbia, Idaho and New York

585 Boylston Street, Suite 200
Boston, Massachusetts 02116
(617) 236-4090

Facsimile: (617) 236-4339
E-Mail: bckboston@bck.com
URL: www.bck.com

June 1, 2001

VIA FAX
ORIGINAL BY FIRST CLASS MAIL

Robert W. Thomson, Esq.
Buchanan Ingersoll
One Oxford Centre
301 Grant Street, 20th Floor
Pittsburgh, PA 15219-1410

Re: Greenfield Tap & Die Plant # 1

Dear Bob:

This is to confirm our telephone conference yesterday in which you agreed on behalf of Greenfield Industries, and I agreed on behalf of the Town, to further extend the date by which the two conditions to the Settlement and Release agreement must be satisfied until at least next week so as to give the various parties more time to work out the two remaining issues (contribution protection as between Greenfield Industries and TRW and third party claim indemnification of the Town by TRW). I am proposing that we dispense with the need for the principals to sign another amendment and agree to extend the date to June 7, 2001 by execution and countersigning of this letter.

Please fax and mail me a countersigned copy at your earliest convenience.

Sincerely,

Jeffrey M. Bernstein

JMB/drb

cc: Nancy Goff, Town of Greenfield Planning Department

Western Massachusetts Office:
75 North Street, Suite 340
Pittsfield, MA 01201
Telephone: (413) 442-3773
Facsimile: (413) 442-3776
E-Mail: bckberk@bck.com

Idaho Office:
P.O. Box 1527
Ketchum, ID 83340
Telephone: (208) 727-9734
Facsimile: (208) 727-9735

Robert W. Thomson, Esq.
June 1, 2001
Page 2

AGREED TO ON BEHALF OF GREENFIELD INDUSTRIES, INC.

By: Robert W. Thomson
Robert W. Thomson, Esq.

I:\Clients\GRE\letThomson10.gre

AMENDMENT TO SETTLEMENT AND RELEASE DATED NOVEMBER 30, 2001

AMENDMENT TO SETTLEMENT AND RELEASE

THIS AMENDMENT to the Settlement and Release dated March 28, 2001, as amended on April 30, 2001, May 14, 2001 and June 7, 2001, by and between Greenfield Industries, Inc., having an address at 1600 Technology Way, Latrobe, Pennsylvania 15650-0231 ("GII") and the Town of Greenfield, having an address at 253 Main Street, Greenfield, Massachusetts 01301 ("Town") (the "Agreement") is made effective as of the 30th day of November 2001 between GII and the Town.

A. In accordance with Section 6 of the Agreement, GII and the Town, intending to be legally bound hereby, agree to add the following new Section to the Agreement:

12. Indemnification. Notwithstanding the provisions set forth in Section 2 of this Agreement, the Town shall be responsible for, and shall indemnify GII from and against any and all costs, claims, liabilities, damages, and expenses, to the extent permitted by law, relating to:

(a) any and all costs incurred by the Massachusetts Department of Environmental Protection ("DEP") related to the Site as of the effective date of the Administrative Consent Order entered into by the Town, GII, TRW, Inc., DEP, and the Commonwealth of Massachusetts (the "Commonwealth"), including Annual Compliance Fees due through the billable year ending February 23, 2001; and

(b) any further response action that DEP or the Commonwealth determines is necessary after audit pursuant to 310 CMR 40.1101 *et seq.* relating to:

(i) remediation of the transformer fluid release south of the Oil Filtration Building (Disposal Site No. 1-0010734);

(ii) removal, transportation, and disposal of oil and water from the concrete pits located in Buildings #28 and #47;

(iii) demolition and disposal of Buildings # 28, # 32, and #47 (but not including remediation of the soil thereunder);

(iv) remediation, removal, transportation, and disposal of the transformer concrete pad at Building # 34 (Disposal Site RTN 1-12447);

(v) removal, transportation, and disposal of oil, water, swarf, and oil-soaked insulation in above ground storage tanks in the Oil Filtration Building (Disposal Site RTN 1-12448);

(vi) dismantling and cleaning of equipment in the Oil Filtration Building (Disposal Site RTN 1-12448);

(vii) demolition and disposal of the Oil Filtration Building (Disposal Site RTN 1-12448) (but not including remediation of the soil thereunder); and

(viii) other releases or threats of releases caused by the Town.

B. In accordance with Section 6 of the Agreement, GII and the Town, intending to be legally bound hereby, agree as follows:

The words "May 31, 2001," as set forth in two places in Section 1 of the Agreement, are stricken and replaced, in both instances, with the words "December 7, 2001."

C. This Amendment may be executed in two counterparts, each of which shall be deemed an original, and both of which, together, shall constitute one and the same instrument.

D. All other provisions of the Agreement shall remain unchanged, binding, and effective.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the 30th day of November 2001.

GREENFIELD INDUSTRIES, INC.

By: David W. Greenfield

Printed Name: DAVID W. GREENFIELD

Title: Vice President and Secretary

Date: 11/20/01

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF Allegheny)

I, the undersigned notary public of the County of Allegheny, Commonwealth of Pennsylvania, hereby certify that the above-named David W. Greenfield personally appeared before me this day, and acknowledged that he is the Vice President & Secretary of Greenfield Industries, Inc., a Delaware corporation, and that by authority duly given, and as the act of the corporation, the foregoing instrument was signed by him in its name.

SUBSCRIBED AND SWORN TO
before me this 20th day of November 2001

Steven R DeWalt
Notary Public

Notarial Seal
Steven R. DeWalt, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Dec. 18, 2002
Member, Pennsylvania Association of Notaries

TOWN OF GREENFIELD by it's Selectmen

By: _____
Timothy Farrell

By: _____
Peter Ruggeri

By: _____
John Mackin

By: _____
David Lanoie

By: _____
William B. Allan

COMMONWEALTH OF MASSACHUSETTS)
) ss:
COUNTY OF Franklin)

I, the undersigned notary public of the County of Franklin, Commonwealth of Massachusetts, hereby certify that the above-named Board of Selectmen personally appeared before me this day, and acknowledged that he is the Selectmen of Town of Greenfield, a municipal corporation, and that by authority duly given, and as the act of the corporation, the foregoing instrument was signed by him in its name.

SUBSCRIBED AND SWORN TO
before me this 4 day of December 2001

_____
Notary Public

KATHRYN J. SCOTT
Notary Public
My Commission Expires
March 7, 2008

AMENDMENT TO SETTLEMENT AND RELEASE DATED DECEMBER 7, 2001

Buchanan Ingersoll
ATTORNEYS

Robert W. Thomson
(412) 562-1695
thomsonrw@bipc.com

PRINCIPAL LOCATIONS
PHILADELPHIA
PITTSBURGH
PRINCETON
LONDON
MIAMI
BUFFALO
NEW YORK CITY
HARRISBURG
TAMPA
WASHINGTON, DC
WILMINGTON
SAN DIEGO

December 6, 2001

VIA TELECOPIER (617) 236-4339
and U. S. MAIL

Jeffrey M. Bernstein, Esquire
Bernstein, Cushner & Kimmell, P.C.
585 Boylston Street
Suite 200
Boston, MA 02116

Re: Greenfield Tap & Die Plant

Dear Jeff:

As per your request, this will constitute a further Amendment to the Settlement and Release dated March 28, 2001, as previously amended on April 30, 2001, May 14, 2001, June 7, 2001, and November 30, 2001, between the Town of Greenfield and Greenfield Industries, Inc. This amendment will change the date in Section 1 from "December 7, 2001" to "December 14, 2001."

Please fax and mail me a countersigned copy of this amendment.

Very truly yours,

Bob

Robert W. Thomson

Confirmed to the above Amendment
this 7th day of December 2001

By: _____
Jeffrey M. Bernstein, Esquire

cc: Kevin G. Nowe, Esquire
Mr. Mark D. Steele

EXHIBIT B

DEPT. OF ENV. PROTECTION
Rec'd
DEC 17 2001
WERO

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made effective as of the 10th day of December, 2001 and is entered into by the Town of Greenfield, Massachusetts, a Massachusetts municipal corporation having its principal offices at 14 Court Square, Greenfield, Massachusetts (the "Town"), and TRW, Inc., an Ohio corporation having its principal offices at 1900 Richmond Road, Cleveland, Ohio ("TRW") (either of the foregoing may be referred to as a "Party" and both may collectively be referred to as the "Parties").

WHEREAS, TRW was the owner and operator of the former Greenfield Tap & Die Plant # 1, 11-17 Meridian Street, Greenfield, Massachusetts from approximately 1968 to 1986 (the Tap & Die Plant, excluding the area known as the "Swarf Disposal Area" and identified by the Department of Environmental Protection by RTN 1-0000083, shall hereafter be referred to as the "Site"); and

WHEREAS, Greenfield Industries, Inc. ("GII"), a subsidiary of Kennemetal, Inc., was the owner and operator of the Site from approximately 1986 to 1994; and

WHEREAS, in 1997, the Town acquired the Site from an interim owner by tax foreclosure; and

WHEREAS, various investigations have revealed that the Site is contaminated with oil and hazardous materials and requires response actions pursuant to the Massachusetts Contingency Plan, 310 CMR 40.0000 *et seq.*, ("MCP") and G.L. c. 21E; and

WHEREAS, the Town, TRW, and GII previously entered into a limited Interim Settlement Agreement, pursuant to which TRW and GII agreed, *inter alia*, to provide specified funds to the Town for i) technical services, including, without limitation, additional assessment of environmental issues at the Site and/or remediation thereof, ii) legal services related to

environmental issues at the Site, including the conduct of negotiations designed to settle claims related to such issues, and iii) related expenses incurred by the Town; and

WHEREAS, the Town believes that it has neither caused nor contributed to contamination at or on the Site; and

WHEREAS, the Town wishes to have the Site remediated in order to redevelop it for beneficial uses, and to accomplish such remediation and redevelopment as soon as feasible; and

WHEREAS, the Town believes that TRW, along with GII and possibly others, is a party responsible for response action costs and damages under G.L. c. 21E and, as such, may be liable for response action and other costs and damages the Town has or may incur with respect to the Site; and

WHEREAS, there are other potentially liable parties, including, without limitation, the Harbour Group and/or an affiliate thereof, that have, to date, disclaimed any responsibility for remediation of the Site; and

WHEREAS, TRW believes that GII, the Harbour Group and/or an affiliate thereof, in particular, is/are responsible for a portion of the costs of remediating the Site; and

WHEREAS, concurrent with the execution of this Agreement, the Town has entered into a separate settlement agreement with GII, which, among other things, releases certain claims of the Town in exchange for compensation to it from GII; and

WHEREAS, on June 8, 2000, the Town sent TRW a letter pursuant to G.L. c. 21E, § 4A demanding that TRW pay certain response action costs related to the Site; and

WHEREAS, TRW specifically denies that it is responsible for any releases of hazardous materials at the Site and that it is a responsible party; and

WHEREAS, TRW and the Town have determined that it is in their mutual best interests to settle the Town's claims without litigation, to remediate oil and hazardous material releases and threats of releases at the Site, and to cooperate and coordinate their efforts;

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TRW and the Town agree as follows:

1. *Site Remediation.* TRW and the Town will remediate the Site in accordance with the MCP. This Agreement prescribes the process that TRW and the Town will follow to agree upon the specific requirements and exceptions that will apply to the division of response actions between TRW and the Town.

a. *Town Warranty.* The Town represents and warrants that it has provided TRW with all material environmental assessments and other environmental information concerning the Site in its possession, and that other than as set forth in such assessments and other information, or as been orally disclosed to TRW or its agents, the Town is not aware of any other specific releases of oil and/or hazardous materials requiring response actions at locations at the Site outside of or in addition to those areas specifically identified in Section 1.b. below. TRW acknowledges that it has had an adequate opportunity to review the environmental assessments and other information provided by the Town, to ask questions of the Town's environmental consultants regarding the same, and that it intends to conduct additional sampling to further assess the environmental conditions at the Site.

b. *Scope of TRW Response Actions.* In accordance with the provisions set forth in this Section 1.b., TRW and the Town will develop a scope of response actions to be performed by TRW at the Site (the "TRW Scope"). No later than April 15, 2002, TRW will provide the

Town with a first draft of the TRW Scope. The TRW Scope will be finalized and agreed to by the Parties no later than May 15 , 2002.

i. The TRW Scope shall provide that, at a minimum and at its own expense, TRW will be responsible for the following:

(a) conducting response actions to address impacts to soil and groundwater associated with the release of cutting oil at, from, and near the Oil Filtration Building (Disposal Site RTN 1-12448) (which areas shall be referred to collectively as the "Oil Filtration Building Area," as generally depicted on the map attached hereto as Exhibit 1);

(b) conducting response actions to address impacts to soil and groundwater associated with the release of cutting oil at, from, and near Building # 28 (RTN 1-12446) (which areas shall be referred to collectively as the "Central Area," as generally depicted on the map attached hereto as Exhibit 1); and

(c) conducting response actions to address impacts to soil and groundwater associated with the release of fuel oil at, from, and near Building # 5 (RTN 1-12449) (which areas shall be referred to collectively as the "Building # 5 Area," as generally depicted on the map attached hereto as Exhibit 1).

ii. The TRW Scope will not include the following, which instead will be the responsibility of the Town:

(a) remediation of the transformer fluid release south of the Oil Filtration Building (Disposal Site No. 1-0010734);

(b) removal, transportation, and disposal of oil and water from the concrete pits located in Buildings #28 and #47;

(c) demolition and disposal of Buildings # 28, # 32, and #47; except that TRW will remain responsible for the soil thereunder;

(d) remediation, removal, transportation, and disposal of the transformer concrete pad at Building # 34 (Disposal Site RTN 1-12447);

(e) removal, transportation, and disposal of oil, water, swarf, and oil-soaked insulation in above ground storage tanks in the Oil Filtration Building (Disposal Site RTN 1-12448);

(f) dismantling and cleaning of equipment in the Oil Filtration Building (Disposal Site RTN 1-12448); and

(g) demolition and disposal of the Oil Filtration Building (Disposal Site RTN 1-12448); except that TRW will remain responsible for the soil thereunder.

iii. TRW will be responsible for response actions related to any releases and threats of releases of oil and/or hazardous materials discovered and required at locations at the Site outside of or in addition to those areas and response actions specifically identified in Sections 1.b.i. and 1.b.ii above, unless such releases or threats of releases were caused by the Town.

c. *Remedial Goals*. TRW shall perform all response actions required under this Agreement in accordance with the following remedial goals:

i. TRW will take all reasonable measures to achieve a Class A or B Response Action Outcome Statement(s) ("RAO") within one (1) year following completion of the demolition activities discussed in Section 1.f. below, unless an alternative schedule is agreed to by the Town and TRW.

ii. TRW and the Town have agreed to an activity and use limitation ("AUL") for a portion of the Site (the "AUL Area"), a draft of which is attached hereto as Exhibit 2. At its own expense, TRW will conduct a survey of the AUL Area and, based on that survey, will prepare the metes and bounds description of the AUL Area that will be attached as Exhibit A-1 to the AUL. TRW's Licensed Site Professional ("LSP") will be responsible for preparing and filing the Activity and Use Limitation Opinion, which will be attached as Exhibit C to the AUL, and otherwise certifying the AUL in accordance with the MCP. In addition, TRW

will prepare the Soil Management Plan ("SMP") and the Health and Safety Plan ("HSP") described in subsections (i) and (ii) of Section 3 of the AUL. To the extent practicable, TRW shall prepare the SMP and HSP concurrently with finalization of the TRW Scope, as discussed in Section 1.b. above. At a minimum, TRW shall provide the Town with a conceptual SMP and a conceptual HSP when the TRW Scope is finalized. Any additional costs incurred by the Town for the handling and/or disposing of soils under the SMP during construction activities in excess of One Thousand Dollars ($1,000) shall be borne by TRW.

iii. In the event that TRW is required to perform response actions beyond those described in Section 1.b.i. above, TRW may expand the geographical extent of the AUL to include other portions of the Site upon approval of the Town, which approval may be withheld only if the Town determines, in good faith, that the proposed expansion of the AUL will materially impair the Town's ability to redevelop or otherwise use the Site for beneficial purposes. In any event, TRW will not change the permitted and prohibited activities and uses in the AUL unless agreed to by the Town.

iv. To further characterize the Site, TRW will perform additional sampling. TRW's draft sampling plan is attached hereto as Exhibit 3. TRW will seek input from the Town, and will consider in good faith incorporating the Town's suggested revisions, before finalizing its sampling plan. TRW shall bear all expenses of said additional sampling.

v. The preliminary remedial goals for the Site are MCP Method 1 S-1/GW-2 standards in the upper three feet of soil and MCP Method 1 S-3/GW-2 standards in soils greater than three feet below grade or existing building slabs, as appropriate. The preliminary remedial goals will be compared to exposure point concentrations calculated in accordance with the requirements of the MCP. TRW may recommend the use of engineered controls in any

buildings constructed on the Site to prevent or limit the volatilization of contaminants into the indoor air space of the building. The incremental costs for any such engineering controls will be the responsibility of TRW. The developer of such building(s) may object to the use of such controls if it demonstrates by clear and convincing evidence that the use of such engineered controls will have a material adverse impact on its ability to market or utilize such building(s), in which event TRW shall pay the developer one hundred twenty five percent (125%) of the cost of the originally proposed engineered controls toward the cost of alternative response actions.

vi. TRW may prepare a Method 2 or Method 3 Risk Characterization if deemed appropriate to support the filing of a Response Action Outcome Statement consistent with the terms of the AUL attached as Exhibit 2.

vii. Once the Town's redevelopment plans for the Site have been finalized the Town may request that TRW, at its expense, take one supplementary set of samples at the Site. This supplementary set of samples shall consist of samples for an appropriate set of petroleum and volatile contaminant parameters in areas where the subsurface soils will be disturbed and/or new buildings will be located. TRW shall review existing Site data and present its proposed supplementary sampling plan to the Town within two weeks of the Town's request, and TRW and the Town will work in good faith to arrive at a mutually agreeable plan within two weeks of TRW's submission of its proposed supplementary sampling plan. At any time, the Town may conduct other sampling and testing at the Site beyond the supplementary set of samples undertaken by TRW, but shall do so at its own expense, provided, however, that if the Town's sampling is a result of the failure of the Town and TRW to agree, after good faith negotiations, on the initial proposed supplementary sampling plan, and any response actions are necessary as a result of releases or threats of releases discovered from the Town's sampling

pursuant to this provision, TRW shall reimburse the Town for the reasonable cost of such sampling. In the event that pre-development sampling indicates that response actions will be required, the Town and TRW agree to work together in good faith to modify the redevelopment plan, if feasible, to minimize the need for response actions. Response actions to accommodate the redevelopment activities, if necessary, will be performed consistent with the terms of Section 1.h.ii.

d. *Terms of Cooperation.*

i. TRW will cooperate in good faith with the Town at all times.

ii. TRW will allow the Town the opportunity to review and comment on draft copies of the following documents:

(a) scopes of work for TRW assessment activities;
(b) scopes of work for TRW response actions;
(c) requests for proposals related to TRW response actions;
(d) AUL and supporting documentation (SMP and HSP); and
(e) MCP submittals (e.g., Release Abatement Measure Plans, Phase IV Remedy Implementation Plans, Response Action Outcome Statements, etc.).

In addition, TRW will provide the Town with copies of remedial contractor proposals prior to the selection of a remedial contractor for the Site. TRW will provide the Town with a minimum of fourteen (14) days to review and comment on draft documents and remedial contractor proposals. TRW will consider the Town's comments and opinions in good faith. TRW retains the discretion to reject comments proposed by the Town, but will provide the Town with the basis upon which the comments are being rejected in writing.

e. *Request for Proposals.* TRW will prepare the first draft of a request for proposals for a contractor to perform the TRW Scope. TRW will present the first draft to the Town for review and comment no later than thirty (30) days after completion of the TRW Scope.

The request for proposals will be issued no later than thirty (30) days after TRW submits its first draft and will allow potential contractors thirty (30) days to submit a responsive proposal. The successful contractor will be selected in accordance with criteria set forth in the request for proposals no later than thirty (30) days following the due date for the submission of all proposals. TRW will award the remediation contract no later than thirty (30) days after selection of the successful contractor.

f. *Pre-Remediation Activities.*

i. Prior to commencement of response actions at the Site, the Town intends to demolish some or all existing buildings. TRW's contractor will begin performing the TRW Scope as soon as is practicable in coordination with the Town's demolition activities. The Town and TRW will cooperate in good faith to determine whether and to what extent the demolition activities and response actions can be performed in conjunction with each other or otherwise coordinated.

ii. TRW and/or its contractor will be responsible for obtaining any and all required permits for response actions. The Town will reimburse TRW for any reasonable additional cost of obtaining permits that correspond to the Town's Scope, as that term is defined in Section 1.g. below; provided, however, that (a) TRW will present the Town with an estimate for such additional cost before TRW incurs such cost, (b) TRW will present the Town with an itemized accounting of the actual additional cost incurred, and (c) prior to incurring costs in excess of one hundred twenty percent (120%) of its estimate, TRW will obtain the Town's approval, which shall not be unreasonably withheld.

g. *Scope of Town Response Actions and Work.* The Town will prepare a scope of response actions and work related to the response actions specifically agreed to be undertaken by

it pursuant to Section 1.b.ii, above (the "Town's Scope"). The Town will present the Town's Scope to TRW no later than sixty (60) days following completion of the final scope of TRW response actions discussed in Section 1 above. No later than forty-five (45) days after receiving the Town's Scope, TRW will provide the Town with a cost estimate for the same. TRW will make its best efforts to obtain a reduced cost estimate for the Town in view of the fact that TRW's selected contractor will have already obtained a significant dollar value contract for work at the Site and be able to achieve economies of scale for the response actions and work sought by the Town. The Town may direct TRW to instruct its remediation contractor to perform the Town's Scope, at the Town' expense and on the Town's behalf, and work in concert with the final scope of TRW response actions. If appropriate, invoicing for implementation of the Town's Scope may be billed through TRW. In such an event, the Town will make a settlement payment to TRW in the amount of the cost for the Town Scope. In the alternative, the Town may elect to issue a request for bids for a contractor to perform the Town's Scope. If it does so, TRW will make good faith, best efforts to have its remediation contractor submit a reasonable bid to the Town.

h. *Post-Remediation Responsibilities.*

i. TRW's LSP shall be responsible for filing the RAO(s) and making all certifications required by the MCP in connection with the Site. The Town will be responsible for reimbursing TRW for the reasonable additional cost of the efforts of TRW's LSP in obtaining an RAO(s) with respect to those response actions specifically agreed to be undertaken by the Town pursuant to Section 1.b.ii ; provided, however, that (i) TRW will present the Town with an estimate for such additional cost before TRW incurs such cost, (ii) TRW will present the Town with an itemized accounting of the actual additional cost incurred, and (iii) prior to incurring

costs in excess of one hundred twenty percent (120%) of its estimate, TRW will obtain the Town's approval, which shall not be unreasonably withheld.

ii. In the event that TRW is required to undertake additional response actions pursuant to Section 1.b.iii., above, TRW may have its LSP direct and certify the additional response actions that must be performed and have the work performed; provided, however, that TRW notify the Town of its decision to so proceed as soon as practicable, but in no event later than five (5) days after receiving notice of the need for additional response actions or such shorter time as the MCP may prescribe, and that TRW's LSP and/or designated contractor act expeditiously such as not to unreasonably delay any then-applicable Town redevelopment or construction schedule. TRW shall be liable for any and all costs and expenses reasonably incurred by the Town as a result of any delay in the Town's then-applicable redevelopment or construction schedule caused by TRW's failure to notify the Town within five (5) days, or sooner if practicable or required by the MCP, or to act expeditiously as required by the preceding sentence. In the event that TRW does not provide the Town with the requisite notice of its decision to proceed, (1) the Town's LSP, in accordance with the MCP, the SMP, and the HSP, shall direct and certify the additional response actions that must be performed; (2) the Town's contractors shall perform said additional response actions; and (3) TRW shall reimburse the Town for all reasonable costs of said additional response actions within sixty (60) days of completion thereof if such response actions were the responsibility of TRW under the provisions of Section 1.b.iii., above.

2. *Payments.*

a. The Town acknowledges that TRW has already made a payment of $40,000 to the Town under the Interim Settlement Agreement between the Town, TRW, and GII. If this

matter is litigated and TRW is finally adjudged liable to pay damages to the Town pursuant to G.L. c. 21E, the common law, or otherwise, then any payments made by TRW under the Interim Settlement Agreement shall be offset on a dollar for dollar basis against such judgment amount.

b. Pursuant to an Administrative Consent Order that TRW, GII, the Town, DEP, and the Commonwealth of Massachusetts intend to enter into in connection with the Site, TRW and the Town will be obligated to reimburse DEP for any and all costs incurred by DEP related to the Site as of the effective date of the Administrative Consent Order, including Annual Compliance Fees due through the billable year ending February 23, 2001. TRW and the Town hereby agree to each pay fifty percent (50%) of the total Annual Compliance Fees due to DEP pursuant to the Administrative Consent Order. TRW shall pay the balance of any and all other costs due to DEP pursuant to the Administrative Consent Order.

3. *Releases; Indemnifications; Financial Assurance.*

a. Subject to and in consideration of the mutual promises contained herein, including the rights granted to enforce this Agreement, TRW and the Town each grants the other a covenant not to sue or bring any further action and releases the other fully from all claims, causes of action, damage, injunctive relief, or other remedies, whether at law or in equity, whether arising under local, state, or federal law, that it has or will ever have against the other with respect to or arising from the environmental conditions of the Site. This release also extends to the respective officers, directors, representatives, agents, employees, and attorneys of the Town and TRW. Notwithstanding the foregoing, the Town and TRW may enforce the terms and obligations of this Agreement and may bring claims based upon any breach of this Agreement.

b. TRW shall be responsible for, and shall indemnify the Town from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys' fees) arising out of all liabilities, to the extent permitted by law, relating to the Site (but not including those activities specifically listed in Section 1.b.ii. above or those liabilities caused by the Town), including, without limitation: (i) additional response actions on or related to the Site required by state or federal law, unknown conditions, or otherwise required by a state or federal agency with relevant jurisdiction, and (ii) third party claims relating to oil and/or hazardous materials that were released at or from the Site or that constituted a threat of release as of the date of this Agreement. Notwithstanding the foregoing, TRW's responsibility to indemnify the Town under this Agreement for (i) additional response actions on or related to the Site required by state or federal law, unknown conditions, or otherwise required by a state or federal agency with relevant jurisdiction and (ii) third party claims relating to oil and/or hazardous materials that were released at or from the Site or that constituted a threat of release as of the date of this Agreement shall be limited to those claims covered by the insurance policy attached hereto as Exhibit 4, shall run for a period of ten (10) years, and shall be capped at a total amount of $10,000,000; provided, however, that TRW shall be responsible for any deductibles under such insurance policy (and shall directly reimburse the Town hereunder for the deductible portion of any claim by the Town which would otherwise be covered hereunder) and the Town hereby reserves any statutory, common law, or other rights it may have to seek contribution or indemnification by TRW to the extent that TRW disclaims any direct contractual indemnification obligation pursuant to this sentence.

c. Upon reasonable request during the term of this Agreement and on a continuing basis, TRW will provide the Town with commercially reasonable proof of its ability

to secure its indemnification of the Town. TRW will continue to provide the Town Accountant with a copy of its annual report and other such publicly available financial information (in an envelope marked "Regarding GTD Settlement Agreement") on a periodic basis as the Town may reasonably request in order for the Town to determine whether the form of such security is commercially reasonable. Should the Town reasonably determine at any time that TRW's then applicable security provided hereunder is no longer commercially reasonable, TRW agrees to discuss in good faith a substitute form of security that is responsive to the Town's concern and to promptly provide the same after mutual agreement or the conclusion of any dispute resolution pursuant to Section 4.g., below.

4. *Miscellaneous Provisions.*

a. *Cooperation and Coordination.* TRW and the Town shall keep each other informed of material developments and issues with respect to activities outlined in this Agreement, cooperate in good faith to carry out their respective obligations hereunder, and identify and attempt to resolve in good faith any concerns presented in writing to the other that may arise with respect to such activities. TRW and the Town shall promptly provide to each other, without the necessity of a prior request, all environmental reports regarding the Site, correspondence with the Massachusetts Department of Environmental Protection, cost estimates, and other pertinent environmental information.

b. *Non-waiver/non-admission.* TRW and the Town have entered into this Agreement as a means to try to settle and/or avoid potential disputes and, accordingly, agree and understand that neither is waiving any rights it may have against the other or making an admission of any kind by entering into this Agreement, except as expressly stated herein. This Agreement may not be introduced into any judicial or other proceeding. No documents or other

material or any statements made pursuant to this Agreement may be introduced or disclosed in any proceeding unless they are already a matter of public record or are independently produced as a result of discovery or other such proceedings. Except as otherwise expressly provided herein, nothing in this Agreement shall be construed as barring, diminishing, adjudicating, or otherwise affecting any rights, claims, causes of action, suits, or demands that either Party may have against any other person, including the other Party.

c. *Use of This Agreement in Other Proceedings*. Neither this Agreement nor its terms, nor any act or omission in its negotiation, execution, or performance, shall be admissible or relevant in any lawsuit or other proceeding; provided, however, that this Agreement may be offered by either Party in a proceeding to establish payment or to enforce this Agreement.

d. *Amendment.* This Agreement shall be binding upon TRW and the Town and their respective attorneys, representatives, agents, officers, successors and assigns, and may not be amended, discharged or supplemented except by an instrument in writing signed by a duly authorized representative of each Party.

e. *Entire Agreement.* This Agreement represents the entire agreement of TRW and the Town and may not be supplemented or modified by any statement, act, or omission not reflected herein. This Agreement may be modified only in writing, signed by both Parties. TRW and the Town have been represented by counsel in the negotiation of this Agreement and have participated jointly in its drafting. This Agreement shall not be construed in favor of or against either Party as the drafter or by virtue of any rule of contract construction. This Agreement consolidates, integrates, and supersedes all prior and contemporaneous representations, negotiations, and agreements, written or oral, made with respect to the subject

matters of this Agreement. The Parties acknowledge that they have read this Agreement and rely on no representations whatsoever, except those contained in this Agreement.

f. *Notices.* All notices, demands, requests, consents or other communications required or permitted to be given or made under this Agreement shall be in writing and shall be deemed properly served (i) by hand delivery, telecopy or other facsimile transmission on the day and at the time on which delivered to the intended recipient at the address or telecopier number set forth in this Agreement, (ii) if sent by mail, on the third business day after the day on which deposited in the United States certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in this Agreement, or (iii) if by Federal Express or other reputable express mail service, on the next business day after delivery to such express mail service, addressed to the intended recipient at its address set forth in this Agreement. A Party may change any of its notification information for the purpose of this Section by giving the other Party prior notice thereof in accordance with this provision. Notices shall be sent to TRW at the following address:

Robert M. Walter
TRW, Inc.
Executive Offices
1900 Richmond Road
Cleveland, OH 44124
(216) 291-7477 (voice)
(216) 291-7874 (facsimile)
robert.m.walter@trw.com (email)

with a copy to:

Charles R. McElwee, II, Esq.
Squire, Sanders & Dempsey, L.L.P.
One Maritime Plaza
Suite 300
San Francisco, CA 94111
(415) 954-0394 (voice)
(415) 391-2493 (facsimile)

cmcelwee@ssd.com (email)

Notices shall be sent to the Town at the following address:

Jeffrey M. Bernstein, Esq.
Bernstein, Cushner & Kimmell, P.C.
585 Boylston Street, Suite 200
Boston, MA 02116
(617) 236-4090 (voice)
(617) 236-4339 (facsimile)
jbernstein@bck.com (e-mail)

with a copy to:

Nancy Goff
Town of Greenfield Planning Department
253 Main Street
Greenfield, MA 01301
(413) 772-1548 (voice)
(413) 772-1309 (facsimile)
nancyg@townofgreenfield.org (e-mail)

g. *Dispute Resolution.* The Parties agree to use their respective best efforts to resolve any dispute that may arise under this Agreement. If a dispute arises that cannot be resolved among the Parties within a reasonable time period, the Parties agree to submit the dispute to mediation for resolution prior to seeking to judicially enforce this Agreement. All questions with respect to the construction of this Agreement and the rights and liabilities of the Parties hereunder shall be determined in accordance with the laws of the Commonwealth of Massachusetts, without regard to its choice of law rules. Venue for judicial enforcement shall be Franklin County Superior Court or the United District Court for the District of Massachusetts, Western Division. In any litigation arising from this Agreement, the prevailing Party, as determined by the court, shall be entitled to receive from the non-prevailing Party reasonable costs and expenses (including reasonable attorneys' fees and expenses) incurred by the prevailing Party by reason of the event giving rise to such litigation.

h. *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement.

i. *Joint Work Product.* This Agreement shall be considered the joint work product of the Parties and shall not be construed against any Party by reason thereof.

j. *Captions.* The headings appearing in this Agreement are intended for convenience and reference only, and are not to be considered in construing this Agreement or any part hereof.

k. *Assignment.* With prior written notice to TRW, the Town may assign its rights, interest, and/or obligations under this Agreement. TRW may assign its rights, interest, and/or obligations under this Agreement with the consent of the Town, which consent may not be unreasonably withheld.

IN WITNESS WHEREOF, the Parties have set their hand and seal to this Agreement as of the date written above. By their signature below, each person signing this Agreement represents and certifies that they have full authority to bind the corporation by executing this Agreement on behalf of that corporation.

TRW, INC.

By: David B. Goldston

Printed Name: David B. Goldston

Title: Assistant Secretary

Date: December 10, 2001

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

I, the undersigned notary public of the County of Cuyahoga, State of Ohio hereby certify that the above-named David B. Goldston personally appeared before me this day, and acknowledged that he/she is the Assist. Sec. of TRW, Inc., an Ohio corporation, and that by authority duly given, and as the act of the corporation, the foregoing instrument was signed by him/her in its name.

SUBSCRIBED AND SWORN TO
before me this 10th day of December 2001.

Janet L. Kroll
Notary Public

NOTARIAL SEAL STATE OF OHIO

JANET L. KROLL
NOTARY PUBLIC
STATE OF OHIO
Recorded in Cuy. Cty.
My Comm. Exp. 12/25/05

TOWN OF GREENFIELD by it's Selectmen

By: _____
Timothy Farrell

By: _____
Peter Ruggeri

By: _____
John Mackin Jr

By: _____
David Lanoie

By: _____
William B. Allen

COMMONWEALTH OF MASSACHUSETTS)
) ss:
COUNTY OF Franklin)

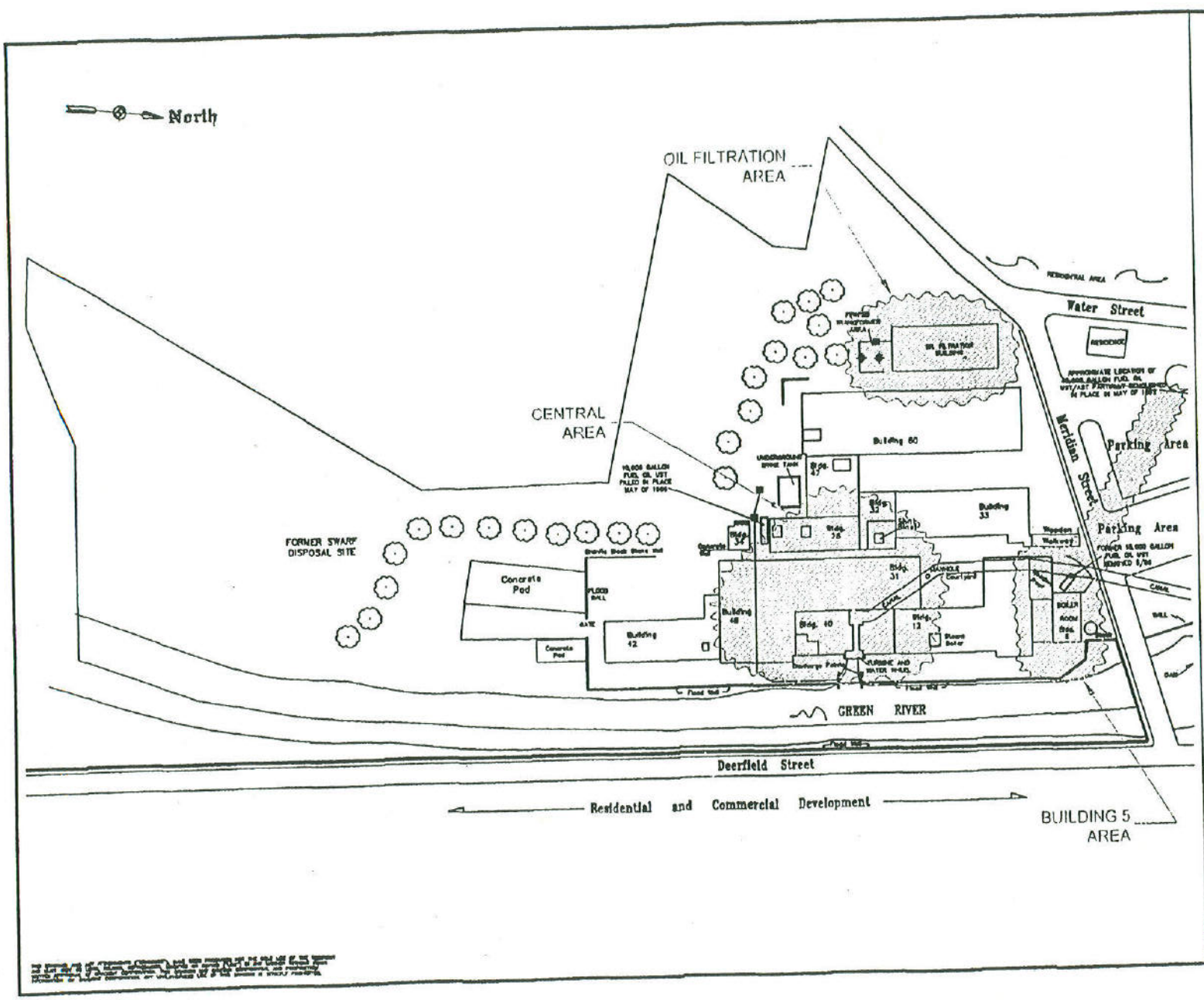
I, the undersigned notary public of the County of Franklin, Commonwealth of Massachusetts, hereby certify that the above-named Board of Selectmen personally appeared before me this day, and acknowledged that he is the Selectmen of Town of Greenfield, a municipal corporation, and that by authority duly given, and as the act of the corporation, the foregoing instrument was signed by him in its name.

SUBSCRIBED AND SWORN TO
before me this 4 day of December 2001

_____
Notary Public

KATHRYN J. SCOTT
Notary Public
My Commission Expires
March 7, 2008

EXHIBIT 1



LEGEND

APPROXIMATE AREA

General Notes:

Property lines prepared from information obtained from a survey map prepared by F. Dean Avery Associates of Greenfield, MA last revised 5/22/86.

All locations, dimensions of the site features, and property lines are approximate. This plan should not be used for construction or land conveyance purposes.

APPROX. SCALE IN FEET

0 80 160

Gradient CORPORATION

238 MAIN STREET • CAMBRIDGE, MA 02142 • (617) 395-5000

EXHIBIT 1

GREENFIELD, MASS.

DRAWN BY:	(CS)	REVISED BY:	JJC	PROJ. NO.:	300118
DATE:	06/98	DATE:	10/31/01	FILE:	AUL_areas

EXHIBIT 2

DRAFT

Form 1075

NOTICE OF ACTIVITY AND USE LIMITATION
M.G.L. c. 21E, § 6 and 310 CMR 40.0000

Disposal Site Name: **Former Greenfield Tap & Die Plant # 1**
DEP Release Tracking No.(s): **1-12446, 1-12448, and 1-12449**

This Notice of Activity and Use Limitation ("Notice") is made as of this _____ day of _____, 200__, by the Town of Greenfield, 14 Court Square, Greenfield, Massachusetts, together with its successors and assigns (collectively "Owner").

W I T N E S S E T H:

WHEREAS, the Town of Greenfield, is the owner in fee simple of those certain parcel(s) of land located in the Town of Greenfield, Franklin County, Massachusetts, with the buildings and improvements thereon, pursuant to deeds recorded with the Franklin County Registry of Deeds in Book 3105, Pages 188 and 189;

WHEREAS, said parcels of land are more particularly bounded and described in Exhibit A, attached hereto and made a part hereof ("Property");

WHEREAS, a portion of the Property ("Portion of the Property") is subject to this Notice of Activity and Use Limitation. The Portion of the Property is more particularly bounded and described in Exhibit A-1, attached hereto and made a part hereof.;

WHEREAS, the Portion of the Property comprises part of one or more disposal sites as the result of releases of oil and hazardous material. Exhibit B is a sketch plan showing the relationship of the Portion of the Property subject to this Notice of Activity and Use Limitation to the boundaries of said disposal sites existing within the limits of the Property and to the extent such boundaries have been established. Exhibit B is attached hereto and made a part hereof; and

WHEREAS, one or more response actions have been selected for the Portion of the Disposal Site in accordance with M.G.L. c. 21E ("Chapter 21E") and the Massachusetts Contingency Plan, 310 CMR 40.0000 ("MCP"). Said response actions are based upon (a) the restriction of human access to and contact with oil and/or hazardous material in soil and/or (b) the restriction of certain activities occurring in, on, through, over or under the Portion of the Property. The basis for such restrictions is set forth in an Activity and Use Limitation Opinion ("AUL Opinion"), dated _____, (which is attached hereto as Exhibit C and made a part hereof);

NOW, THEREFORE, notice is hereby given that the activity and use limitations set forth in said AUL Opinion are as follows:

1. Activities and Uses Consistent with the AUL Opinion. The AUL Opinion provides that a condition of No Significant Risk to health, safety, public welfare or the environment exists for any foreseeable period of time (pursuant to 310 CMR 40.0000) so long as any of the following

activities and uses occur on the Portion of the Property:

(i) commercial, industrial, and/or residential activities and uses, including, but not limited to, landscaping and routine maintenance of landscaped areas that do not cause and/or result in direct contact with, disturbance of, and/or relocation of, the petroleum-impacted soil currently located at depths greater than three (3) feet below grade;

(ii) excavation or other activities that disturb shallow soil (i.e., up to three (3) feet below grade) that do not cause and/or result in direct contact with, disturbance of, and/or relocation of, the petroleum-impacted soil currently located at depths greater than three (3) feet below grade;

(iii) excavation or other activities that disturb deep soil (i.e., greater than three (3) feet below grade) provided they are conducted in accordance with a Soil Management Plan and a Health and Safety Plan prepared and implemented in accordance with Subparagraphs 3 (i) and (ii) below prior to the commencement of such activities;

(iv) such other activities or uses which, in the Opinion of an LSP, shall present no greater risk of harm to health, safety, public welfare or the environment than the activities and uses set forth in this Paragraph 1; and

(v) such other activities and uses not identified in Paragraph 2 below as being Activities and Uses Inconsistent with the AUL.

2. Activities and Uses Inconsistent with the AUL Opinion. Activities and uses which are inconsistent with the objectives of this Notice of Activity and Use Limitation, and which, if implemented at the Portion of the Property, may result in a significant risk of harm to health, safety, public welfare or the environment or in a substantial hazard, are as follows:

(i) any subsurface work conducted at a depth of greater than three (3) feet below grade, including, but not limited to excavation that is likely to disturb petroleum-impacted soil without the prior development and implementation of a Soil Management Plan and a Health and Safety Plan in accordance with Subparagraphs 3 (i) and (ii) below; and

(ii) relocation of the petroleum-impacted soil currently located at a depth of greater than three (3) feet below grade to a shallower depth, unless such activity is first evaluated by an LSP who renders an Opinion that states that such relocation is consistent with maintaining a condition of No Significant Risk.

3. Obligations and Conditions Set Forth in the AUL Opinion. If applicable, obligations and/or conditions to be undertaken and/or maintained at the Portion of the Property to maintain a condition of No Significant Risk as set forth in the AUL Opinion shall include the following:

(i) a Soil Management Plan must be prepared by an LSP and implemented prior to commencement of any subsurface activity that is likely to disturb petroleum-impacted soil located at a depth greater than three (3) feet below grade within the Portion of the Property. The Soil Management Plan must be prepared in accordance with the guidelines discussed in the Activity and Use Limitation Opinion attached hereto as Exhibit C;

(ii) a Health and Safety Plan must be prepared and implemented prior to the commencement of any activity that is likely to disturb petroleum-impacted soil located at a depth greater than three (3) feet below grade within the Portion of the Property. The Health and Safety Plan must be prepared in accordance with the guidelines discussed in the Activity and Use Limitation Opinion attached hereto as Exhibit C; and

(iii) the petroleum-impacted soil located greater than three (3) feet below grade within the Portion of the Property must remain at depth and may not be relocated, unless such activity is first appropriately evaluated by an LSP who renders an Opinion that states that such activity is consistent with maintaining a condition of No Significant Risk.

4. Proposed Changes in Activities and Uses. Any proposed changes in activities and uses at the Portion of the Property which may result in higher levels of exposure to oil and/or hazardous material than currently exist shall be evaluated by an LSP who shall render an Opinion, in accordance with 310 CMR 40.1080 et seq., as to whether the proposed changes will present a significant risk of harm to health, safety, public welfare or the environment. Any and all requirements set forth in the Opinion to meet the objective of this Notice shall be satisfied before any such activity or use is commenced.

5. Violation of a Response Action Outcome. The activities, uses and/or exposures upon which this Notice is based shall not change at any time to cause a significant risk of harm to health, safety, public welfare, or the environment or to create substantial hazards due to exposure to oil and/or hazardous material without the prior evaluation by an LSP in accordance with 310 CMR 40.1080 et seq., and without additional response actions, if necessary, to achieve or maintain a condition of No Significant Risk or to eliminate substantial hazards.

If the activities, uses, and/or exposures upon which this Notice is based change without the prior evaluation and additional response actions determined to be necessary by an LSP in accordance with 310 CMR 40.1080 et seq., the owner or operator of the Portion of the Property subject to this Notice at the time that the activities, uses and/or exposures change, shall comply with the requirements set forth in 310 CMR 40.0020.

6. Incorporation Into Deeds, Mortgages, Leases, and Instruments of Transfer. This Notice shall be incorporated either in full or by reference into all future deeds, easements, mortgages, leases, licenses, occupancy agreements or any other instrument of transfer, whereby an interest in and/or a right to use the Property or a portion thereof is conveyed.

Owner hereby authorizes and consents to the filing and recordation and/or registration of this Notice, said Notice to become effective when executed under seal by the undersigned LSP, and recorded and/or registered with the appropriate Registry of Deeds.

WITNESS the execution hereof under seal this day of , 200__.

_____
Town of Greenfield

COMMONWEALTH OF MASSACHUSETTS

_____, ss _____, 20___

Then personally appeared the above-named _____ and acknowledged the foregoing instrument to be [his][her] free act and deed before me,

Notary Public:
My Commission Expires:

The undersigned LSP hereby certifies that [he][she] executed the aforesaid Activity and Use Limitation Opinion attached hereto as Exhibit C and made a part hereof and that in [his][her] Opinion this [Confirmatory] Notice of Activity and Use Limitation is consistent with the terms set forth in said Activity and Use Limitation Opinion.

Date:_____

_____
[Name of LSP]
[LSP SEAL]

COMMONWEALTH OF MASSACHUSETTS

_____, ss _____, 20__

Then personally appeared the above named _____ and acknowledged the foregoing instrument to be [his][her] free act and deed before me,

Notary Public:
My Commission Expires:

Form 1075

DRAFT

Upon recording, return to:

Attn: _____
Town of Greenfield
14 Court Square
Greenfield, MA 01301

EXHIBIT 3

SETTLEMENT AGREEMENT
EXHIBIT 3

DRAFT

Sampling Plan Overview

Former Greenfield Tap & Die Plant
Meridian Street, Greenfield, MA

Area	*Proposed Sampling Program*
A. Fuel Oil Tank at Building 5	• Gauge 3 wells; sample groundwater in 1 well • 2 test pits and soil samples to document absence of > ½-inch of non-aqueous phase liquid (NAPL) • Sampling of shallow soil to document it meets residential standards • 2 borings through concrete pad to evaluate subsurface conditions and vertical extent of impacts
B. Oil Filtration Building	• Gauge 9 wells; sample groundwater in 2 wells • 3 test pits and soil samples to document absence of > ½-inch of NAPL and to evaluate source of polynuclear aromatic hydrocarbons (PAHs) • Sampling of shallow soil to document it meets residential standards • 3 borings through oil filtration building slab pad to evaluate subsurface conditions
C. Cutting Oil Pits	• Gauge 21 wells; sample groundwater in 10 wells • 2 test pits between buildings • 3 soil borings and one groundwater monitoring well between east and western pits • 2 deep soil borings to evaluate extent of deep impacts near western pit • 2 shallow soil borings around shallow impacted area • 1 shallow soil boring to evaluate source of PAHs • 1 deep boring/ monitoring well downgradient of former degreaser (Building 50)

Notes:
Proposed sampling locations are shown in Figure 3-1.
Proposed sampling and analytical program is summarized in Table 3-1.
Sampling program subject to change based on accessibility of proposed sampling locations, field screening, and visual observations.

SETTLEMENT AGREEMENT
EXHIBIT 3

DRAFT

Table 3-1: Sampling and Analytical Program

Former Greenfield Tap & Die Plant
Meridian Street, Greenfield, MA

Area	Media	Location	Depth		Laboratory Analysis			
			0-3'	3'+	EPH (MADEF)	PAH (8270)	VOC (8021B)	PCB (8082)
A. Fuel Oil Tank at Building 5	Groundwater	GTD-43			1	1	1	
	Soil	ATP-1	1	1	2			
		ATP-2	1	1	2			
		ASB-1	1	1	2			
		ASB-2	1	1	2			
B. Oil Filtration Building	Groundwater	GTD-6		1	1			
		GTD-8		1	1	1	1	
	Soil	BTP-1	1	1	2			1
		BTP-2	1	1	2	1		
		BTP-3	1	1	2	1		
		BSB-1	1	1	2			
		BSB-2	1	1	2			
		BSB-3	1	1	2			
C. Cutting Oil Pits	Groundwater	GTD-15		1	1			
		GTD-17		1	1			
		GTD-18		1	1			
		GTD-23		1	1		1	
		GTD-26		1	1			
		GTD-27		1	1			
		GTD-28		1	1			
		GTD-29		1	1			
		GTD-44		1	1			
		GTD-44		1	1			
		MW-1		1			1	
		MW-2		1	1			
	Soil	CTP-1	1	1	2			
		CTP-2	1	1	2	1		
		CSB-1		1	1			
		CSB-2	1	1	2			
		CSB-3		1	1	1		
		CSB-4		1	1			
		CSB-5		1	1			
		CSB-6	1	1	2			
		CSB-7	1	1	2	1		
		CSB-8		1	1	1		
		MW-1		1	1		1	
Total			15	35	50	8	5	1

Shading indicates that sampling cannot be completed until the equipment in the oil filtration building is removed.
"GTD" locations are existing. Others are new sampling locations.
Existing wells that are accessible will be gauged.
Sample locations may be modified if proposed locations are not accessible.
Samples will be selected for laboratory analysis based on field screening results and visual observations.
Sampling and analytical program may be modified based on field screening results and visual observations.

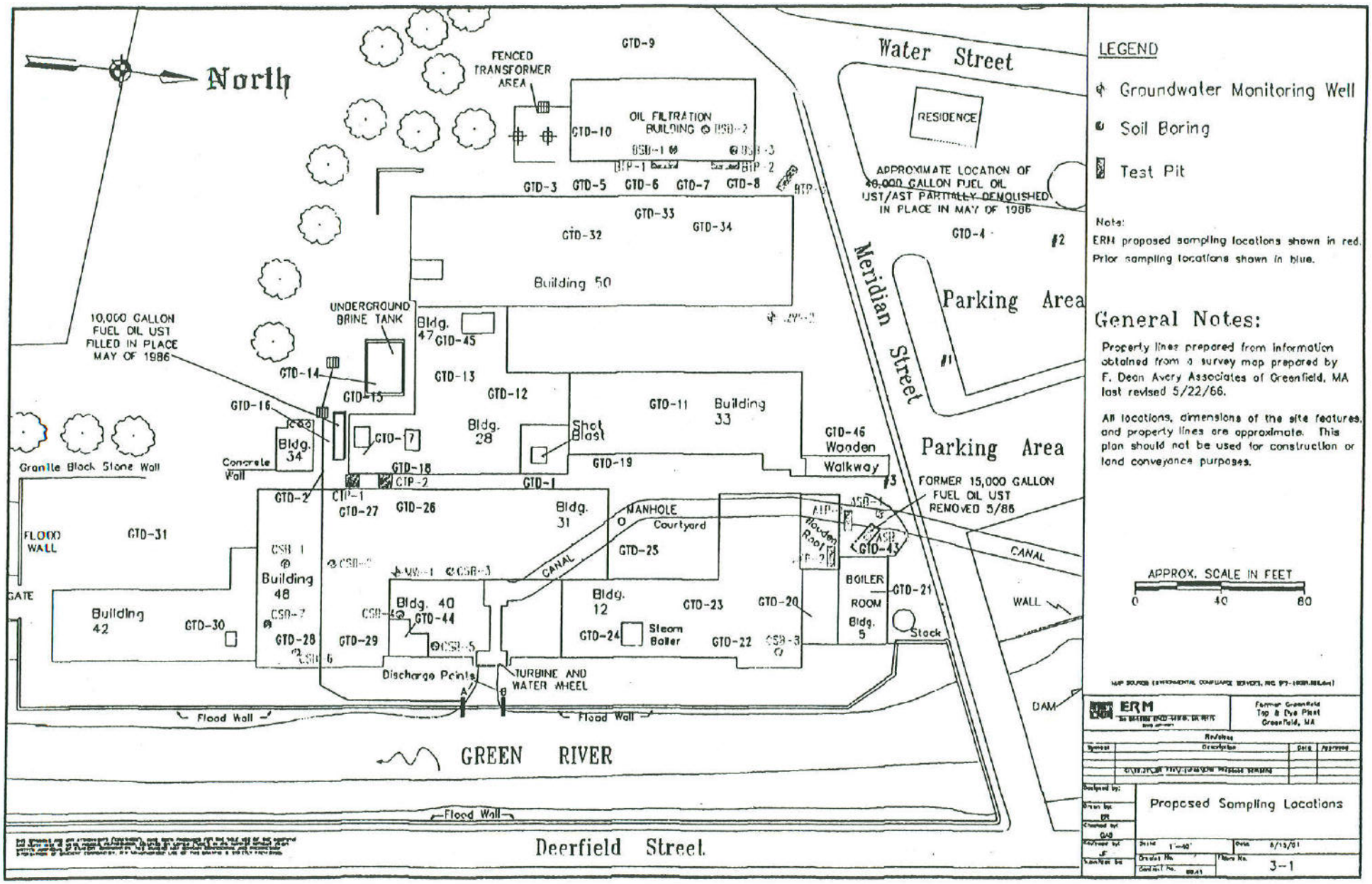

North
Water Street
Meridian Street
Parking Area
Parking Area
RESIDENCE
APPROXIMATE LOCATION OF 40,000 GALLON FUEL OIL UST/AST PARTIALLY DEMOLISHED IN PLACE IN MAY OF 1986
FENCED TRANSFORMER AREA
OIL FILTRATION BUILDING
GTD-9
GTD-10
GTD-3
GTD-5
GTD-6
GTD-7
GTD-8
GTD-33
GTD-34
GTD-32
Building 50
GTD-4
UNDERGROUND BRINE TANK
Bldg. 47
GTD-45
10,000 GALLON FUEL OIL UST FILLED IN PLACE MAY OF 1986
GTD-14
GTD-15
GTD-13
GTD-12
GTD-11
Building 33
GTD-16
Bldg. 34
GTD-17
Bldg. 28
Shot Blast
GTD-46
Wooden Walkway
Granite Block Stone Wall
Concrete Wall
GTD-18
GTD-19
GTD-1
GTD-2
GTD-27
GTD-26
Bldg. 31
MANHOLE
Courtyard
FORMER 15,000 GALLON FUEL OIL UST REMOVED 5/86
FLOOD WALL
GTD-31
GTD-25
GTD-43
CANAL
Building 48
Bldg. 40
GTD-44
Bldg. 12
GTD-23
GTD-20
BOILER ROOM
Bldg. 5
GTD-21
Stack
WALL
GATE
Building 42
GTD-30
GTD-28
GTD-29
GTD-24
Steam Boiler
GTD-22
Discharge Points
TURBINE AND WATER WHEEL
Flood Wall
Flood Wall
DAM
GREEN RIVER
Flood Wall
Deerfield Street
LEGEND
Groundwater Monitoring Well
Soil Boring
Test Pit
Note:
ERM proposed sampling locations shown in red.
Prior sampling locations shown in blue.
General Notes:
Property lines prepared from information obtained from a survey map prepared by F. Dean Avery Associates of Greenfield, MA last revised 5/22/66.
All locations, dimensions of the site features, and property lines are approximate. This plan should not be used for construction or land conveyance purposes.
APPROX. SCALE IN FEET
0
40
80
ERM
Former Greenfield Top & Dye Plant Greenfield, MA
Proposed Sampling Locations
3-1

EXHIBIT 4