

IN THE MATTER OF:

SUPERIOR BLOCK & SUPPLY CO.

SETTLEMENT AGREEMENT

WHEREAS, on October 15, 1995, there occurred a discharge of oil (hereinafter the "Spill") which entered into the navigable waters of the State of Connecticut (hereinafter referred to as "the State" or as "the State Trustee"), specifically, the Quinnipiac River, and injured natural resources of the State ; and

WHEREAS, Superior Block & Supply Co. (hereinafter referred to as "Superior") was designated by the United States Coast Guard as a responsible party with respect to the Spill; and

WHEREAS, on or about May 6, 1996, the State, pursuant to the Oil Pollution Act of 1990 (OPA), 33 U.S.C. 2701 et seq., and as a trustee of the natural resources damaged as a result of the Spill, made a claim to Superior, alleging that Superior was responsible for the Spill and for all response costs; costs for increased governmental services; damages for injuries to natural resources resulting from the Spill; and the costs of assessing those damages; and

WHEREAS the United States Department of Commerce, through the National Oceanic and Atmospheric Administration, and the United States Department of the Interior (hereinafter "the Federal Trustees"), have also incurred costs for natural resource damage assessment as a result of the Spill; and

WHEREAS, the parties to this Agreement desire to settle the portion of the matter concerning the State Trustee's natural resource damages, natural resource damage assessment costs, damages in the form of costs for providing increased or additional public services as a result of the Spill, and the Federal Trustees' natural resource damage assessment costs against Superior, without prejudice to any and all other claims which have or may be made by each or all of them against Superior, civil or criminal, under State or Federal law, including but not limited to OPA, whether arising out of or in connection with the Spill or any matter other than the Spill; and

WHEREAS, the State Trustee and the Federal Trustees have agreed that settlement of the claims in this matter will not constitute evidence against or an admission by any party with respect to any issue or an admission of liability or fault on the part of any party hereto,

IT IS THEREFORE AGREED among the parties:

I. DEFINITIONS

a) The terms used in this Agreement shall have the meanings set forth in OPA, 33 U.S.C. §§ 2701 et seq.

b) The term "date of execution" as used in this agreement shall mean that date on which the the last signatory to this instrument shall have affixed his or her signature to it, such that it bears the signatures of all of the parties to this agreement.

II. PARTIES TO THIS AGREEMENT

This Agreement shall apply to and be binding upon and inure to the benefit of the State Trustee, the Federal Trustees, Superior, and its present and former officers, directors, employees and agents.

III. SUM TO BE PAID TO THE STATE TRUSTEE FOR NATURAL RESOURCE DAMAGES, NATURAL RESOURCE DAMAGE ASSESSMENT COSTS, AND DAMAGES IN THE FORM OF COSTS FOR PROVIDING INCREASED OR ADDITIONAL GOVERNMENTAL SERVICES; AND FOR NATURAL RESOURCE DAMAGE ASSESSMENT COSTS TO THE FEDERAL TRUSTEES

a) Within five (5) days following the date of execution of this agreement the Superior shall pay the sum of Thirteen Thousand Five Hundred Forty -Two (\$ 13,542.00) Dollars, representing partial payment of natural resource damages, to the "Treasurer, State of Connecticut," for the State Trustee's use in accordance with 33 U.S.C. §2706 (f);

b) Within thirty (30) days following the date of execution of this agreement, Superior shall pay an additional sum of Thirteen Thousand Five Hundred Forty-Two (\$13,542.00) Dollars, representing the balance of payment for natural resource damages, to the "Treasurer, State of Connecticut," for the State Trustee's use in accordance with 33 U.S.C. §2706 (f);

c) Within sixty (60) days following the date of execution of this agreement Superior shall pay the sum of Seven Thousand Nine Hundred Eighty- Five Dollars and Sixteen Cents (\$7,985.16), representing the State of Connecticut's costs of assessing the natural resource damages, to the "Treasurer, State of Connecticut." In addition, within said sixty (60) day period, Superior shall pay to the United States Department of the Interior the sum of One Thousand Nine Hundred (\$1,900.00) Dollars, representing the United States Department of the Interior's natural resource damage assessment costs, as well as the sum of Nine Hundred Thirty (\$930.00) Dollars to the United States Department of Commerce, National Oceanic and Atmospheric Administration, representing the natural resource damage assessment costs of the United States Department of Commerce, National Oceanic and Atmospheric Administration ;

d) Within ninety (90) days following the date of execution of this agreement Superior shall pay to the "Treasurer, State of Connecticut" the sum of Thirteen Thousand Two Hundred Seventy-Three Dollars and Eighty-One Cents (\$ 13,273.81) representing damages to the State of Connecticut in the form of costs of providing additional or increased public services in connection with the Spill.

Payments shall be made as set forth in paragraph V below.

IV. RELEASE OF CLAIMS

(a) Except as provided in paragraph IV (b), upon payment in full of all the sums required to be paid by Superior pursuant to this Agreement, the State and Federal Trustees release Superior from all natural resource damage claims, claims for natural resource damage assessment costs, and damages in the form of costs for the provision of increased or additional public services arising from the Spill that may be raised by said Trustees pursuant to OPA, 33 U.S.C. §§ 2701 et seq.

(b) The release of claims provided above in paragraph IV (a) shall not extend: to any and all other claims not specifically addressed herein, which have or may be made by each or all of them against Superior, civil or criminal, under State or Federal law, including but not limited to OPA, whether arising out of or in connection with the Spill or any matter other than the Spill; to third party claims paid or to be paid by the Oil Spill Liability Trust Fund (hereinafter referred to as "the Fund"); or to response costs or removal costs incurred by the State of Connecticut which have been submitted to the Fund.

V. PAYMENT OF NATURAL RESOURCE DAMAGES, NATURAL RESOURCE DAMAGE ASSESSMENT COSTS, AND DAMAGES IN THE FORM OF COSTS FOR THE PROVISION OF INCREASED OR ADDITIONAL PUBLIC SERVICES.

(a) Payments to the State and Federal Trustees pursuant to paragraph III above shall be made by certified check.

(b) Payments shall be send by certified mail, return receipt requested, to the following representatives of the State and Federal Trustees.

(1) For the State of Connecticut:

Brian J. Comerford  
Assistant Attorney General  
State of Connecticut  
55 Elm Street  
Hartford, CT 06141-0120

(2) For the U.S. Department of Interior:

Mark Barash  
Office of the Regional Solicitor  
Department of Interior  
Suite 612  
One Gateway Center  
Newton Center, MA 02158

(3) For the U.S. Department of Commerce/NOAA:

NOAA Finance Services Division  
Bills and Collection Unit, Caller Service 7025  
20020 Century Boulevard  
Germantown, MD 20874, with a notation on the check and any accompanying information referencing the Spill. A copy of NOAA's check and any accompanying information shall be sent to:

Anton P. Giedt  
NOAA Office of General Counsel  
One Blackburn Drive  
Gloucester, Massachusetts 01930-2298

#### VI. PENALTY FOR LATE PAYMENT

If any payment agreed to in paragraph III is not made within the time provided for by this Agreement, Superior shall pay, in addition to all sums due and owing hereunder, liquidated damages in the amount of \$500.00 per day until any such late payment is made. In the event that liquidated damages are owed the Governments pursuant to this paragraph, Superior shall divide

the amount of total liquidated damages by three (3) and make equal payments to each of the three governmental entities.

**VII. REPRESENTATIVES**

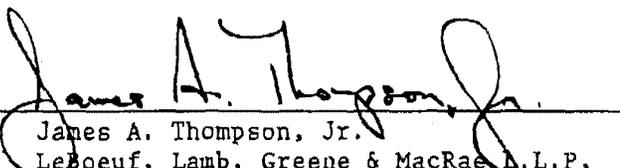
Each undersigned representative of each party to this Agreement certifies that he or she is fully authorized to enter into this Agreement and to execute and legally bind such party to this Agreement.

**VIII. COUNTERPARTS**

This agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

AGREED TO:

for SUPERIOR BLOCK & SUPPLY COMPANY

  
By: James A. Thompson, Jr. Date: 11/22/96  
LeBoeuf, Lamb, Greene & MacRae A.L.P.  
Counsel for Superior Block & Supply Company

Date: 11/27/96  
  
RICHARD BLUMENTHAL

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**ATTORNEY GENERAL**  
by: **Brian J. Comerford**  
**Assistant Attorney General**

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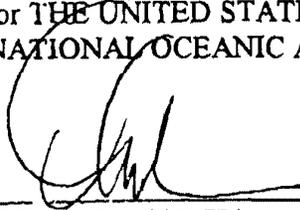
for THE UNITED STATES DEPARTMENT OF INTERIOR

Anthony R. Conte

Date: 10/17/96

ANTHONY R. CONTE  
Regional Solicitor, Northeast  
Office of the Solicitor

for THE UNITED STATES DEPARTMENT OF COMMERCE  
NATIONAL OCEANIC AND ATMOSPHERE ADMINISTRATION



Date: 11/1/96

TERRY D. GARCIA  
NOAA General Counsel

