IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT

UNITED STATES OF AMERICA Plaintiff, v. SPORTING GOODS PROPERTIES, INC. Defendant.	CIVIL ACTION NO.

STATE OF CONNECTICUT Plaintiff, v. SPORTING GOODS PROPERTIES, INC. Defendant.	CIVIL ACTION NO.

CONSENT DECREE

I. BACKGROUND

A. WHEREAS, the United States of America ("United States"), by the Attorney General, on behalf of the United States Department of the Interior ("DOI") and the United States Department of Commerce, National Oceanic and Atmospheric Administration ("NOAA"), has filed a complaint against Sporting Goods Properties, Inc. ("Settling Defendant"), in this Court alleging that Settling Defendant is liable to the United States under Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended

("CERCLA"), 42 U.S.C. §9607, for damages for injury to, destruction of, or loss of natural resources resulting from the release or threat of release of hazardous substances at or from the Lordship Gun Club Site ("Site"), Stratford, Connecticut, including the reasonable costs of assessing such damages.

B. WHEREAS, the State of Connecticut ("the State"), by the Attorney General for the State, on behalf of the Department of Environmental Protection of the State, has also filed a complaint against Settling Defendant in this Court, alleging that Settling Defendant is liable to the State under Section 107 of CERCLA, 42 U.S.C.A. §9607, and under Conn. Gen. Stat. §§22a - 6, 22a - 6a, 22a-16, and/or 22a - 451, for natural resource damages with respect to the Site, including the reasonable costs of assessing such damages.

C. WHEREAS, the United States, the State of Connecticut, and the Settling Defendant stipulate and agree to this Consent Decree to provide for the restoration, replacement, or acquisition of the equivalent of natural resources allegedly injured by the release of hazardous substances, including lead and lead shot, to the Site in settlement of natural resource damage claims against the Settling Defendant without adjudication of any issue of fact or law, and without any admission of liability or fault as to any allegation that natural resources were injured, and without any admission of liability or fault as to any matter arising out of the pleadings or otherwise.

D. WHEREAS, as partial compensation for natural resource injuries and losses at the Site, the Settling Defendant, in cooperation with the Trustees, has performed habitat enhancements at the Site to establish an indigenous coastal grassland community covering approximately 8.2 acres of uplands on the Site ("the Restoration Area") as described in more

detail in the Description of Coastal Grasslands Restoration set forth in Appendix A to this Consent Decree.

E. WHEREAS, in December 2001, the Settling Defendant donated a conservation easement and restriction ("Conservation Restriction") on the Site to the Connecticut Department of Environmental Protection for the following purposes: (i) to protect the Site, and its conservation values, in perpetuity, in a natural, scenic, and open condition; (ii) to promote the conservation of coastal meadows, wetlands, natural watercourses, and wildlife thereon; (iii) to protect and enhance the value of abutting and neighboring natural resources and open spaces; and (iv) to permit regulated and controlled uses of the Site by members of the general public – including, but not limited to, ecologically responsible Educational Activities and Recreational Activities, as defined in the Conservation Restriction – carried out in a manner that does not materially impact the conservation values protected by the Conservation Restriction. The Conservation Restriction was recorded at volume 1827, page 251 of the Land Records of the Town of Stratford on December 19, 2001.

F. WHEREAS, the parties believe, and the Court finds by virtue of entering this Consent Decree, that this Consent Decree has been negotiated by the parties in good faith, and is fair, reasonable, and in the public interest, and that implementation of this Consent Decree will expedite restoration of natural resources allegedly injured, and will avoid prolonged, difficult, expensive, and complicated litigation between the parties.

NOW, THEREFORE, it is hereby Ordered, Adjudged, and Decreed:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§1331 and 1345, and 42 U.S.C. §§9607 and 9613(b). This Court also has personal jurisdiction over the Settling Defendant. Solely for the purpose of this Consent Decree and the underlying Complaints, Settling Defendant waives all objections and defenses that it may have to jurisdiction of the Court or to venue in this District. Settling Defendant shall not challenge the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree applies to and is binding upon the State, on behalf of the Commissioner of Environmental Protection, as the designated State trustee for natural resources, including natural resources at the Site, and upon the United States, on behalf of the United States Department of Interior, the United States Fish & Wildlife Service, and the United States Department of Commerce, National Oceanic and Atmospheric Administration, as the designated federal trustees for natural resources, including those at the Site, and upon the Settling Defendant, including, without limitation, its successors and assigns, and upon the Settling Defendants' parent corporation, E.I. du Pont de Nemours and Company. No change in the ownership or corporate status of the Settling Defendant including, but not limited to, any transfer of assets or real or personal property, shall in any way alter such Settling Defendant's or its successors' and assigns' rights or responsibilities under this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in the Appendices attached hereto and incorporated hereunder, the following definitions shall apply:

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601 et seq.

"DOI" shall mean the United States Department of the Interior, including the United States Fish & Wildlife Service and all other agencies, bureaus, administrations or departments of the Department of Interior.

"Interest" shall mean interest at the rate specified for interest on investments of the Hazardous Substance Superfund established under Subchapter A of Chapter 98 of Title 26 of the U.S. Code, compounded on October 1 of each year, in accordance with 42 U.S.C. § 9607(a).

"LAT" or "Lead Administrative Trustee" shall mean a representative of the Department of the Interior who will serve as the contact representative of the Trustees (as defined below) in matters under this Consent Decree.

"Natural Resources" shall have the meaning provided in Section 101(16) of CERCLA, 42 U.S.C. § 9601(16).

"Natural Resource Damages" shall mean: (1) damages recoverable under Section 107 of CERCLA, 42 U.S.C. § 9607, for injury to, destruction of, or loss of any and all Natural Resources relating to the Site, including the reasonable costs of assessing such damages; and/or

(2) damages recoverable under Conn. Gen. Stat. §§ 22a-6, 22a-6a, 22a-16, and/or 22a-451, and/or under common law relating to such injury, destruction or loss, including the reasonable costs and expenses of restoring the natural resources of Connecticut or for damage to the natural resources of Connecticut and to the public trust therein, and the reasonable costs of assessing such damages.

"Natural Resources Trustees" or "Trustees" refers to the designated federal and state officials who act on behalf of the public as trustees for the natural resources at the Site: the United States Department of the Interior, represented by the United States Fish and Wildlife Service ("USFWS"), and the National Oceanic and Atmospheric Administration are federal trustees for natural resources injured by releases of hazardous substances at the Site; the Department of Environmental Protection, represented by the Commissioner of Environmental Protection, is the state trustee for natural resources injured by releases of hazardous substances at the Site.

"Restoration Area" shall refer to that portion of the Site covering approximately 8.2 acres and known as Area 6 (as depicted on the map attached as Appendix B) that is to be subject to the Restoration Work defined below.

"Restoration Work" shall mean all the work performed or funded by the Settling Defendant to install, and maintain through mowing, a herbaceous native grassland community covering the Restoration Area, as described in Appendix A, and undertake certain monitoring and wildlife surveys, as described in Appendix A.

"Site" shall mean Stratford Point, the site of the former Remington Gun Club (also known as the Lordship Gun Club), which is located at the mouth of the Housatonic River, on the

Connecticut shore of Long Island Sound, in Stratford, Connecticut, along with the surrounding waters, wetlands, sediments, and other natural resources affected by the activities of the former Remington Gun Club.

"Sporting Goods" shall mean Sporting Goods Properties, Inc.

"State" shall mean the State of Connecticut.

"United States" shall mean the United States of America, on behalf of the United States Department of the Interior ("DOI"), and the United States Department of Commerce, National Oceanic and Atmospheric Administration ("NOAA"), including all agencies, bureaus, administrations or departments of DOI and NOAA.

V. GENERAL PROVISIONS

4. Objectives of the Parties. The parties are entering into this Consent Decree to resolve all of the claims of the United States and the State against the Settling Defendant for Natural Resource Damages, including, but not limited to, injury to or loss of black ducks, salt marsh, benthic, wetland and other biological and abiotic resources, based on the Settling Defendant's agreement to (a) undertake Restoration Work at the Site, (b) reimburse the Natural Resources Trustees for the reasonable costs of assessing the damages to the Natural Resources at the Site, and (c) fund the Trustees' restoration, replacement, and/or acquisition of salt marsh and wetland properties to compensate for injury, or damage to Natural Resources injured by the release of hazardous substances at the Site.

VI. NATURAL RESOURCE DAMAGES - PAYMENTS TO TRUSTEES

5. a. Within 30 days of the effective date of this Decree, the Settling Defendant shall pay the United States and the State a total of $250,000, pursuant to the schedule and procedures

contained in Appendix C. This payment will be used by the Trustees to reimburse costs incurred by the Trustees in assessing the damages to natural resources at the Site, and to plan and implement projects to restore, replace, or acquire the equivalent of natural resources allegedly injured by the release of hazardous substances at the Site.

b. Because the jurisdiction, trusteeships, and restoration goals of DOI, NOAA, and the State for the injured natural resources overlap, the monies paid pursuant to Paragraph 5(a), that are not intended to reimburse costs incurred by the Trustees, shall be used, as agreed by DOI, NOAA and the State, to plan, implement, oversee and monitor projects, and the Trustees's administrative expenses therefore, to restore, create, or enhance marine or estuarine wetlands or habitats to benefit injured natural resources**,** including black ducks. Such restoration projects may include, by way of example only, implementation of restoration projects at the Stewart B.McKinney National Wildlife Refuge ("McKinney Refuge"). The McKinney Refuge borders the Site and provides an excellent opportunity for natural resource restoration projects to compensate for damages at the Site. By way of example only, in areas of the Refuge where it is feasible, settlement damages may be used to restore filled and impounded tidal fresh and salt marshes to function and value by removing debris and dredged material and/or designing water management and flow regimes to restore many historical conditions and enhance or protect target natural resources. Prior to DOI's expenditure of any portion of the Trust money paid to DOI pursuant to Paragraph 5(a) above, DOI shall submit its proposed expenditure to the Trustees and the Trustees must unanimously approve the expenditure**.**

VII. NATURAL RESOURCE DAMAGES - PERFORMANCE OR FUNDING OF RESTORATION WORK BY SETTLING DEFENDANT

6.a. As further compensation for natural resource injuries and losses at the Site, and as set forth in Appendix A, the Settling Defendant shall monitor and maintain the Restoration Area, in accordance with the Area 6 Grassland Monitoring & Maintenance Plan, attached hereto as part of Appendix A, until December 31, 2004, and undertake certain quantitative on-site vegetation, bird and wildlife surveys as set forth in Appendix A.

b. Any activities of the Settling Defendant in the Restoration Area shall comply with the requirements of the Conservation Restriction.

VIII. STIPULATED PENALTIES AND INTEREST

7. Stipulated Penalties. a. Settling Defendant shall pay a stipulated penalty, including any Interest thereon as provided in Paragraph 8, to the United States and/or the State for failure to make the payments in Paragraph 5(a) at the rate of one thousand dollars ($1,000) per day for each day of non-compliance. The following stipulated penalties shall accrue per noncompliance per day for any failure to perform, comply with or satisfy any obligations under this Consent Decree relating to the Restoration Work described in Appendix A:

Damages Per Day	Period of Noncompliance
$200	1st through 15th day
$1,500	16th through 30th day
$2,000	31st day and beyond

b. If the stipulated penalty is for failure to comply with a provision of the Decree, other than any payment provisions, the stipulated penalty shall be paid 50% to the United States and 50% to the State. If the stipulated penalty is for failure to comply with a payment provision of

the Decree, the stipulated penalty shall be paid 100% to the intended payee. Stipulated penalty payments to the State shall be made in the same manner as set forth in Appendix C. Stipulated penalty payments to the United States shall be made, by certified check payable to "Treasurer, United States of America" and shall be delivered by certified mail to the Office of the United States Attorney for the District of Connecticut. Stipulated penalty payments shall be accompanied by a reference to this Consent Decree and be identified as "stipulated penalties." Notice of payment of a stipulated penalty shall be made to the Natural Resource Trustees in the manner specified in Section XIII (Notices and Submissions).

c. Stipulated penalties shall begin to accrue on the day after performance is due, unless otherwise provided herein, and shall continue to accrue through the final day of the completion of the activity even if no notice of such violation is sent to Settling Defendant.

d. Settling Defendant shall pay stipulated penalties within thirty (30) days of receipt of written demand for such penalties.

e. Penalties shall continue to accrue during Dispute Resolution as provided herein, but need not be paid until the following:

i. If a dispute is resolved through Dispute Resolution, any accrued penalties determined to be owing shall be paid to the Trustee(s) within thirty (30) days of the resolution of such dispute; or

ii. In the event a dispute is before the District Court and the Court's decision is appealed by the Settling Defendant to the United States Court of Appeals, Settling Defendant shall pay all accrued penalties into an interest-bearing escrow account within thirty (30) days of receipt of the Court's decision or order to the extent the Trustees prevail or as otherwise in

accordance with the Court's decision. Penalties shall be paid into this account as they continue to accrue, at least every ninety (90) days. Within thirty (30) days of receipt of the final appellate court decision, the escrow agent shall pay the balance of the account to the Trustees to the extent that they prevail, as determined by the appellate court.

f. If Settling Defendant fails to pay stipulated penalties when due, the Trustees may institute proceedings to collect the penalties, as well as Interest, as provided in Paragraph 8.

g. Notwithstanding any other provision of this Section, the Trustees may, in their unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Consent Decree.

8. Interest. If Settling Defendant fails to make the payment required by Paragraph 5(a) of this Decree at or before the deadline set forth in that Paragraph, in addition to stipulated penalties, the Settling Defendant shall also pay Interest on any amount owing 30 days after demand for payment. Interest on the unpaid balance of assessment costs due under Paragraph 5(a) shall be paid to the entity to which the unpaid assessment costs are owed, in accordance with the procedures for payment set forth in Appendix C. Interest on the unpaid balance of the natural resource damages due under Paragraph 5(a) shall be paid to DOI, in accordance with the procedures for payment set forth in Appendix C, for further use and expenditure consistent with Paragraph 5. Interest on the unpaid balance of stipulated penalties which may become due under Paragraph 7 shall be paid according to the following formula:

a. If the Interest accrues with respect to a stipulated penalty for failure to comply with any provision of the Decree, other than any payment provision, the Interest shall be paid 50% to the United States and 50% to the State. Such Interest shall be payable as set forth in Paragraph

7. b. If the Interest accrues with respect to a stipulated penalty for failure to comply with any payment provision of the Decree, the Interest shall be paid 100% to the intended payee. Such Interest shall be payable as set forth in Paragraph 7.

IX. COVENANTS BY NATURAL RESOURCE TRUSTEES

9.a. In consideration of the payments that will be made by the Settling Defendant and the Restoration Work completed and to be completed pursuant to the terms of this Consent Decree, the United States covenants not to sue or to take any other civil or administrative action against the Settling Defendant, its successors, and assigns, its shareholders, officers, directors and employees for Natural Resource Damages relating to the Site.

b. In consideration of the payments that will be made by the Settling Defendant and the Restoration Work completed and to be completed pursuant to the terms of this Consent Decree, the State covenants not to sue or to take any other civil or administrative action against the Settling Defendant, its successors, and assigns, its shareholders, officers, directors and employees for Natural Resource Damages relating to the Site.

c. Each of these covenants not to sue shall take effect and is expressly conditioned upon the Settling Defendant's compliance with the terms of this Consent Decree, including receipt by the Natural Resource Trustees of the payment required by Paragraph 5 of this Consent Decree, completion of the Restoration Work in accordance with the terms of this Consent Decree, and receipt by the United States, the State, or the Trustees of any additional amounts which may become due under Section VIII (Stipulated Penalties and Interest).

10. General Reservations of Rights. The covenants not to sue set forth above do not pertain to any matters other than those expressly specified in Paragraph 9.

a. The United States and the State reserve, and this Consent Decree is without prejudice to, all rights the United States or the State may have against Settling Defendant with respect to all other matters, including but not limited to, the following:

1. claims against the Settling Defendant for its failure to meet a requirement of this Consent Decree;

2. claims against the Settling Defendant for damages, including the costs of an assessment of damages, under Section 107 CERCLA, 42 U.S.C. §9607, and/or under Conn. Gen. Stat. §§22a - 6, 22a - 6a, 22a - 16, and/or 22a - 451, for injury to, destruction of, or loss of Natural Resources due to sources of contamination that do not arise from the Site;

3. any criminal liability;

4. claims against the Settling Defendant or its successors in interest by the United States or the State for future injuries to Natural Resources caused by future operations or activities at the Site, except for any such future operations or activities conducted consistent with the requirements of this Consent Decree.

5. Natural Resource Damages resulting from: (1) conditions at the Site, unknown to the United States or the State on the effective date of this Consent Decree, that result, or have resulted, in injury to, destruction of, or loss of Natural Resources ("Unknown Conditions"); or (2) information, previously unknown to the United States or the State, received by the United States or the State after the effective date of this Consent Decree that indicates that there is a type of injury to, destruction of, or loss of Natural Resources that was unknown to the United States or the State on the effective date of this Consent Decree ("New Information"). The following shall not be considered Unknown Conditions or New Information for the purpose of

this subparagraph: an increase in the United States' or the State's assessment of the magnitude of the known injury to, destruction of, or loss of Natural Resources at the Site;

6. claims, other than claims for Natural Resource Damages, against the Settling Defendant that the United States, including, but not limited to, those on behalf of the United States Environmental Protection Agency, may have under applicable law relating to the Site.

b. Notwithstanding any other provision of this Decree, the State reserves, and this Consent Decree is without prejudice to, any claims the State may have against Settling Defendant with respect to any Natural Resource Damages for new injuries to waterfowl and migratory shorebirds resulting from any lead shot transported after entry of this Consent Decree from the subtidal area to any intertidal area at the Site. Any such claim may only be made if the Commissioner requires the Settling Defendant to conduct additional remediation of such lead shot pursuant to Connecticut Department of Environmental Protection Consent Order No. WC-4122, as Modified. In addition, any such claim for new Natural Resource Damages shall be restricted to the area within the intertidal zone where lead shot has been transported, and the Restoration Work performed and payments made pursuant to this Consent Decree for Natural Resource Damages alleged to have occurred in the past shall be used as a benchmark in establishing the magnitude of any future natural resource damage claims for new injuries to waterfowl and migratory shorebirds reserved by the State pursuant to this subparagraph.

X. COVENANTS BY SETTLING DEFENDANT

11. Covenant Not to Sue. Settling Defendant covenants not to sue and agrees not to assert any claims or causes of action against the United States, including all departments, agencies,

administrations or bureaus thereof, or the State related to Natural Resource Damages arising from the Site or this Consent Decree, including, but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. §9507) through CERCLA Sections 106(b), 107, 111, 112, 113 or any other provision of law; and

b. any other claims for costs, fees or expenses incurred in this action.

12. Notwithstanding any other provision of this Decree, the covenant not to sue in Paragraph 11 shall apply only to matters addressed in Paragraph 11 and is without prejudice to Settling Defendant's reservation of its right to assert any claim, right of contribution, counterclaim, or defense in the event any claim is asserted by the United States or the State against the Settling Defendant in any future cause of action or existing or future administrative claim or action reserved by the United States and the State in Section IX but only to the same extent and for the same matters, transactions, or occurrences as are raised in the claim of the United States or the State against the Settling Defendant.

XI. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION

13. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. The preceding sentence shall not be construed to waive or nullify any rights that any person not a signatory to this Consent Decree may have under applicable law. Each of the Parties expressly reserves any and all rights, defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

14. The Parties agree, and by entering this Consent Decree this Court finds, that the Settling Defendant is entitled, as of the effective date of this Consent Decree, to protection from contribution actions or claims as provided by CERCLA Section 113(f)(2), 42 U.S.C. §9613 (f)(2), or other applicable law, for all matters addressed in this Consent Decree. The matters addressed in this Consent Decree are Natural Resource Damages as defined in Section IV (Definitions) of this Consent Decree.

15. In any subsequent administrative or judicial proceeding initiated by the United States or the State for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site, Settling Defendant shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, the entire controversy doctrine, or other defenses based upon any contention that the claims raised by the United States or the State in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue set forth in Section IX (Covenants by Natural Resource Trustees).

XII. DISPUTE RESOLUTION

16. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree. However, the procedures set forth in this Section shall not apply to actions by the United States to enforce obligations of the Settling Defendant that have not been disputed in accordance with this Section.

17. Any dispute which arises under or with respect to this Consent Decree shall in the first instance be the subject of informal negotiations between the parties to the dispute. The period for informal negotiations shall not exceed 20 days from the time the dispute arises, unless it is modified by written agreement of the parties to the dispute. The dispute shall be considered to have arisen when one party sends the other parties a written Notice of Dispute.

18. Statements of Position.

a. In the event that the parties cannot resolve a dispute by informal negotiations under the preceding Paragraph, then the position advanced by the Trustees shall be considered binding unless, within 30 days after the conclusion of the informal negotiation period, Settling Defendant invokes the formal dispute resolution procedures of this Section by serving on the United States and the State, as set forth in the Notices and Submissions section of this Consent Decree, a written Statement of Position on the matter in dispute, including, but not limited to, any factual data, analysis or opinion supporting that position and any supporting documentation relied upon by the Settling Defendant. The Statement of Position shall specify the Settling Defendant's position as to whether formal dispute resolution should proceed under Paragraph 19 or 20.

b. Within 45 days after receipt of Settling Defendant's Statement of Position, the Trustees will serve on Settling Defendant their Statement of Position, including, but not limited to, any factual data, analysis, or opinion supporting that position and all supporting documentation relied upon by the Trustees. The Trustees' Statement of Position shall include a statement as to whether formal dispute resolution should proceed under Paragraph 19 or 20.

Within 45 days after receipt of the Trustees' Statement of Position, Settling Defendant may submit a Reply.

c. If there is disagreement between the Trustees and the Settling Defendant as to whether dispute resolution should proceed under Paragraph 19 or 20, the parties to the dispute shall follow the procedures set forth in the Paragraph determined by the Trustees to be applicable. However, if the Settling Defendant ultimately appeals to the Court to resolve the dispute, the Court shall determine which Paragraph is applicable in accordance with the standards of applicability set forth in Paragraph 19 and 20.

19. Formal dispute resolution for disputes pertaining to the adequacy of the Restoration Work shall be reviewed on the administrative record pursuant to the procedures set forth in this Paragraph. All other disputes that are accorded review on the administrative record under applicable principles of administrative law shall also be conducted pursuant to the procedures set forth in this Paragraph. For purposes of this Paragraph, the adequacy of the Restoration Work includes, without limitation: (1) the adequacy or appropriateness of plans, procedures to implement plans, or any other items requiring approval by the Trustees under this Consent Decree; and (2) the adequacy of the performance of the Restoration Work taken pursuant to this Consent Decree.

a. An administrative record of the dispute shall be maintained by the Trustees and shall contain all statements of position, including supporting documentation, submitted pursuant to this Section. Where appropriate, the Trustees may allow submission of supplemental statements of position by the parties to the dispute.

b. The Trustees will issue a final administrative decision resolving the dispute based on the administrative record described in Paragraph 19(a) This decision shall be binding upon the Settling Defendant, subject only to the right to seek judicial review pursuant to Paragraph 19(a) and (d).

c. Any administrative decision made by the Trustees pursuant to Paragraph 19(b) shall be reviewable by this Court, provided that a motion for judicial review of the decision is filed by the Settling Defendant with the Court and served on all Parties within 10 days of receipt of the Trustees' decision. The motion shall include a description of the matter in dispute, the efforts made by the parties to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of this Consent Decree. The United States may file a response to Settling Defendant's motion. The parties agree that the administrative record shall include the material described in Paragraph 19(a) , and that no additional matters or issues may be raised or argued to the Court.

d. In proceedings on any dispute governed by this Paragraph, Settling Defendant shall have the burden of demonstrating that the decision of the Trustees is arbitrary and capricious or otherwise not in accordance with law. Judicial review of the Trustees' decision shall be on the administrative record compiled pursuant to Paragraph 19(a).

20. Formal dispute resolution for disputes that neither pertain to the adequacy of the Restoration Work nor are otherwise accorded review on the administrative record under applicable principles of administrative law, shall be governed by this Paragraph.

a. Following receipt of Settling Defendant's Statement of Position submitted pursuant to Paragraph 18, the Trustees will issue a final decision resolving the dispute.

The Trustees' decision shall be binding on the Settling Defendant unless, within 10 days of receipt of the decision, the Settling Defendant files with the Court and serves on the parties a motion for judicial review of the decision setting forth the matter in dispute, the efforts made by the parties to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of the Consent Decree. The United States may file a response to Settling Defendant's motion. The parties agree that only the matters or issues previously considered with respect to such dispute may be raised to the Court.

b. Judicial review of any dispute governed by this Paragraph shall be governed by applicable principles of law.

21. The invocation of formal dispute resolution procedures under this Section shall not extend, postpone or affect in any way any obligation of the Settling Defendant under this Consent Decree, not directly in dispute, unless the Trustees or the Court agree(s) otherwise. Stipulated penalties with respect to the disputed matter shall continue to accrue but payment shall be stayed pending resolution of the dispute. Notwithstanding the stay of payment, stipulated penalties shall accrue from the first day of noncompliance with any applicable provision of this Consent Decree. In the event that the Settling Defendant does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section VIII (Stipulated Penalties and Interest).

XIII. NOTICES AND SUBMISSIONS

22. Whenever, under the terms of this Consent Decree, written notice is required to be given or a report or other document is required to sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their

successors give notice of a change to the other Parties in writing. All notices and submission shall be considered effective upon receipt, unless otherwise provided. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of this Consent Decree with respect to the Natural Resource Trustees and the Settling Defendant, respectively.

As to the United States:

Mark Barash, Esq
U.S. Department of the Interior
Office of the Solicitor
One Gateway Center, Suite 612
Newton Corner, MA 02158

and

Chief, Environmental Enforcement Section
U.S. Department of Justice
P.O. Box 7611
Ben Franklin Station
Washington, D.C. 20044

and

Ken Finkelstein
National Oceanic and Atmospheric Administration
c/o EPA Region 1
Mail Stop HIO
1 Congress Street
Boston, MA 02114-2023

As to the State:

Edward C. Parker, Chief
Bureau of Natural Resources
Department of Environmental Protection
79 Elm Street
Hartford, CT 06106

and

John M. Looney
Assistant Attorney General
55 Elm Street
Hartford, CT 06106.

As to the Settling Defendant:

Michael Clarke
Corporate Counsel
E.I. du Pont de Nemours and Company
Legal Department
1007 Market Street
Wilmington, DE 19898

and

Mark R. Sussman
Murtha Cullina LLP
CityPlace I - 185 Asylum Street
Hartford, CT 06103

23. The Lead Administrative Trustee ("LAT"). The LAT will serve as the contact representative for the Trustees for all meetings and other interactions with Settling Defendant on all Trustee-related matters under this Consent Decree, unless otherwise specified in this Consent Decree. The LAT will only serve as the contact representative of the Trustees and will not exercise trusteeship authority on behalf of the Trustees.

XIV. EFFECTIVE DATE

24. The effective date of this Consent Decree shall be the date that this Consent Decree is entered by the Court.

XV. RETENTION OF JURISDICTION

25. This Court retains jurisdiction over the subject matter of this Consent Decree, the State and federal governments and the Settling Defendant for the purpose of enabling any of the

Parties to apply to the Court at any time for such further order, direction, and relief as may be necessary or appropriate for the construction or modification of this Consent Decree, or to effectuate or enforce compliance with its terms.

XVI. APPENDICES

26. The following appendices are attached to and incorporated into this Consent Decree:

"Appendix A" is the description of coastal grasslands restoration, including the Area 6 Grassland Monitoring and Maintenance Plan, and certain obligations of the Settling Defendant to undertake mowing and wildlife surveys.

"Appendix B" is the map of the Restoration Area.

"Appendix C" is the payment schedule and procedures referenced in Paragraph 5 of this Consent Decree.

XVII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

27. This Consent Decree shall be lodged with the Court for a period of not less that thirty (30) days for public notice and comment consistent with Section 122(d)(2) of CERCLA, 42 U.S.C. Section 9622 (d)(2). The United States reserves the right to withdraw or withhold consent if the comments regarding this Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendant consents to the entry of this Consent Decree without further notice.

28. If for any reason the Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any Party and the terms of the agreement may not be used as evidence in any litigation between the Parties. The State reserves the right to withdraw or withhold its consent to the entry of this Consent Decree if comments

received disclose facts or considerations which show that this Consent Decree violates state law. In addition, in the event of the United States' withdrawal from this Consent Decree, the State reserves the right to withdraw from this Consent Decree.

XVIII. COSTS AND ATTORNEY FEES

29. If Natural Resource Trustees bring an action to collect any payment or enforce any obligation required by this Consent Decree, and if Natural Resource Trustees prevail in such action, Settling Defendant shall reimburse Natural Resource Trustees for all costs of such action, including, but not limited to, attorney's fees. Natural Resource Trustees will use best efforts to coordinate among each other in any action to enforce this Consent Decree. Settling Defendant is entitled to assert any arguments or defenses, claims or counterclaims, available to it by law in an effort to mitigate such costs or fees.

XIX. MODIFICATION

30. Non-material modifications to the Consent Decree may be made only by written notification to and written approval of the United States, the State and the Settling Defendant. Such modifications will become effective upon filing with the Court by the United States. Material modifications to the Consent Decree may be made only by written notification to and written approval of the United States, the State, Settling Defendant and the Court. Nothing in this Decree shall be deemed to alter the Court's power to enforce this Consent Decree.

XX. SIGNATORIES/SERVICE

31. Each undersigned representative of the Settling Defendant certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind such Party to this document.

32. The Settling Defendant hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree.

33. The Settling Defendant shall identify on the attached signature page, the name, address, and telephone number of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to the filing of the complaint. The Settling Defendant hereby agrees to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including, but not limited to, service of a summons.

SO ORDERED THIS _____ DAY OF _____.

_____
United States District Judge

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States, et al. v. Sporting Goods Properties, Inc. relating to claims for Natural Resource Damages in connection with the Lordship Gun Club Site.

FOR THE STATE OF CONNECTICUT

Date: _____

_____

Arthur J. Rocque
Commissioner of Environmental Protection
Natural Resource Trustee
79 Elm Street
Hartford, CT 06106

Date: _____

_____

John M. Looney
Assistant Attorney General
55 Elm Street
Hartford, CT 06106

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States, et al. v. Sporting Goods Properties, Inc. relating to claims for Natural Resource Damages in connection with the Lordship Gun Club Site.

FOR Sporting Goods Properties, Inc.

Date: _____

_____
Michael Clarke
Assistant Secretary
1007 Market Street
Wilimington, DE 19898

Agent authorized to accept service of complaint on behalf of above signed party.

Michael Clarke
Assistant Secretary
Sporting Goods Properties, Inc.
1007 Market Street
Wilimington, DE 19898

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States, et al. v. Sporting Goods Properties, Inc. relating to claims for Natural Resource Damages in connection with the Lordship Gun Club Site.

FOR THE UNITED STATES OF AMERICA

Date: _____

_____

Thomas L. Sansonetti
Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Ben Franklin Station
Washington, D.C. 20044

Date: _____

_____

Catherine Adams Fiske
Trial Attorney
Environment and Natural Resources Division
U.S. Department of Justice
One Gateway Center
Suite 616
Newton, Massachusetts 02458

John A. Danaher III
United States Attorney

Date: _____ By: _____

Lauren Nash
Assistant United States Attorney
District of Connecticut
157 Church St.
23rd Floor
New Haven, Connecticut 06510

Appendix A

Restoration of Coastal Grasslands at the Former Remington Arms Gun Club; Lordship, CT Sporting Goods Properties, Inc.

The work performed in 2002 to restore coastal grasslands at the Lordship site began on April 4, 2002 with the plantings of 750 bare-rooted Beach Plums within a narrow buffer zone 750 ft. long and 25 ft. wide which is intended to serve as a transition zone between the upland area and the intertidal zone. The narrow strip was remediated in 2000-2001 and is part of a larger area designated as Area 6 which also underwent lead shot remediation during the same time frame. This buffer zone is approximately 0.42 acres in size. The remaining portion of Area 6 is 8.2 acres in size and the two areas represent 8.62 acres in total.

In addition to the plantings of Beach Plums, 450 2-gallon size Bayberries and 750 1-gallon size Switch Grasses were also planted approximately three weeks later due to a delay in plant deliveries. The later plantings were potted plants and were also planted within the buffer zone and a starter fertilizer was added to all the plantings . On May 8, 2002, a soaker hose system was added to provide water to the plants within the buffer zone.

On the larger 8.2 acre portion of Area 6, a mixture of warm season grasses were direct seeded using gas powered seeders. A total of 164 lbs. of seed composed of 20% Tioga Deer Tongue, 20% Cave in Rock Switch Grass, 20 % Niagara Big Bluestem, 20% Camper Little Bluestem and 20% Ramsey Yellow Indian Grass was seeded. Annual Rye Grass was added to the mixture to act as a carrier seed to assist in the seeding process.

Prior to direct seeding, the area was graded and scarified. Seeding was started on April 30, 2002 and completed on May 5, 2002. All work was performed by Greenskeeper Lawn Care of Fairfield, CT.

During the Spring of 2002, ample rainfall was available and all plantings responded well except for the Beach Plums. Only approximately 100 of the 750 bare-rooted Beach Plums sprouted leaves. During the summer and fall of 2002, the site experienced drought conditions and the soaker system was frequently utilized to maintain the plantings within the buffer area. Better than 90% of the plants which were growing in the Spring of 2002 were surviving in Fall, 2002. Survival was largely due to the moisture which was added by the soaker system.

While good seed germination was noted in early 2002, the direct seeding effort did not fare as well and much of the warm season grasses perished during the summer. Heavy competition from volunteer vegetation added to the loss of seedlings. Additionally, patches of Phragmites throughout Area 6 also added to the problem.

On October 1, 2002 a site visit was held with the U. S. Fish & Wildlife Services ("US F&WS") and National Oceanic and Atmospheric Administration ("NOAA") and a decision was reached to perform additional work in the Area 6. The shoreward buffer plantings were responding well and their growth deemed to be acceptable, such that re-planting was not required.

On October 8, 2002, the actively growing stands of Phragmites were sprayed with the herbicide Rodeo by the Connecticut Department of Environmental Protection ("CTDEP"). The spraying was conducted by the CTDEP within Area 6 and also in an adjacent 5.1 acre area where Phragmites were also present to reduce the potential for seedlings to become airborne and re-infest locations within the Area 6 restoration.

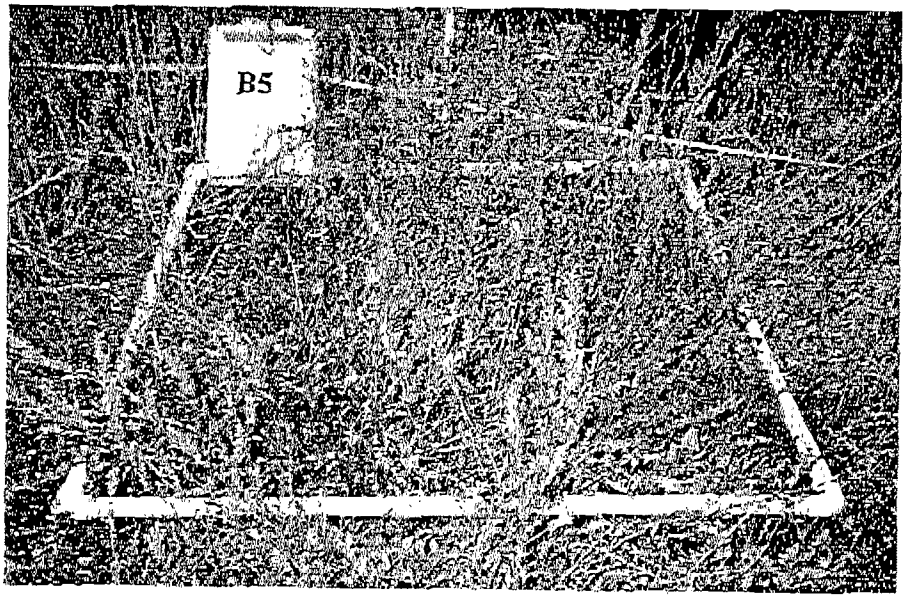
On November 4 and 5, 2002, except for the upland buffer zone, the entire grassland area at Lordship was mowed to approximately eight to ten inches to enable overseeding to take place and to discourage the growth of volunteer woody vegetation. This mowing was performed on a total of 24.5 acres which included an area previously maintained as a lawn, but allowed to revert to natural grasslands. Mowing was performed by Butterworth and Scheck, a local contractor frequently utilized by Sporting Goods Properties, Inc.

To improve upon the developing grasslands at the Lordship site, SGPI accepted an offer from the US F&WS whereby the US F&WS provided the equipment and personnel necessary to reseed Area 6. SGPI provided the seed mix specified by the US F&WS for the reseeding operation. To this end, SGPI purchased a total of 160 lbs. of seed from the Ernst Seed Company. The amount of seed sown was determined by the US F&WS and included a decision to reseed the areas adjacent to Area 6.

On November 6, 2002, the US F&WS reseeded approximately thirteen (13) acres of grassland, including Area 6 at the Lordship site. The soils in this area are almost entirely composed of dredged sediments from the Housatonic River and nearby Long Island Sound, deposited there by the U. S. Corps of Engineers in the mid-1950's. The seeding was performed with the use of a John Deere farm tractor and a Truax drill. Because of improved rainfall in the fall and winter of 2002, good soil conditions were present during the seeding and the seed appears to have been well incorporated into the coarse soils (formerly river sediments). Excellent amounts of precipitation have occurred during the late fall and winter of 2002-2003, and therefore germination of the grasses in the Spring of 2003 is expected to be good.

APPENDIX A
FINAL

AREA 6 GRASSLAND MONITORING & MAINTENANCE PLAN LORDSHIP POINT SITE STRATFORD, CONNECTICUT



February 28 2003

URS Corporation
1400 Union Meeting Road
Suite 202
Blue Bell, PA 19422-1972

DuPont Corporate Remediation Group
Barley Mill Plaza
Building 27, Route 141
Wilmington, DE 19805

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Figure 1 Location Map with Plant Survey Transects

SECTION ONE Introduction

Remediation was performed by Sporting Goods Properties, Inc. ("SGPI") at the Lordship Point site for lead contamination resulting from historical site use as a gun club. As part of the compensation for natural resource injuries and losses, SGPI is required to perform habitat enhancement of Area 6 at the site (Area 6 Restoration Area), as specified in the Consent Decree between the United States and the State of Connecticut (collectively "the Trustees") and SGPI. Area 6 is an 8.2-acre tract of land located on the northern upland portion of the site that was used for dredge spoil disposal and as a staging area during site remediation.

The objective of habitat restoration in Area 6 is to develop a grassland community typical of coastal Connecticut that will provide forage and refuge for birds and other common local wildlife. To satisfy this objective, the Restoration Area was regraded and planted with a mix of warm season grasses in the spring of 2002. Since that time a variety of native, early successional, herbaceous species, including planted and naturally recruited species have become established on Area 6 Restoration Area. A meeting was convened between representatives of SGPI and the Trustees on October 1, 2002 to discuss the status of the Restoration Area and discuss a path forward. Since the meeting, the following proactive measures were taken at the tract to facilitate habitat restoration:

- Patches of *Phragmites* were treated with Rodeo in mid-October 2002 to control this invasive plant.
- A baseline vegetation survey was performed for Area 6 and a reference location on October 29 and 30, 2002. The results of the survey were submitted to the Trustees by a report dated January 17, 2003.
- Immediately following the vegetation survey, the Site was 'high-mowed' and reseeded on November 6, 2002 by U.S. Fish & Wildlife Service ("USFWS") personnel with warm season grasses using a Truax® drill. The warm season grass mixture was composed of 20% Tioga Deer Tongue, 20% Cave in Rock Switch Grass, 20% Niagara Big Bluestem, 20% Camper Little Bluestem and 20% Ramsey Yellow Indian Grass. Reseeding was performed over 13 acres of the site.

SECTION ONE Introduction

To track the progress of the restoration effort, SGPI has prepared this Restoration Project Monitoring and Maintenance Plan (Plan) as provided by the Consent Order. This Plan, describes the activities required to monitor revegetative success of the grassland tract and is based on an understanding of the objectives of the work and Trustee discussions.

SECTION TWO Grassland monitoring

2.1 SCOPE

The scope of work for the Plan was designed to monitor the progressive development of the coastal grassland community structure and ecological functions. The scope includes the following elements that are discussed in more detail in subsequent sections:

- Vegetation Survey
- Bird and Wildlife Use Evaluation
- Reference Area Vegetation Survey

As agreed in the October 2002 meeting between SGPI, the USFWS and NOAA, and based on additional input received from USFWS on February 18, 2003 vegetation monitoring will be performed twice in 2003, and birds and wildlife surveys will be performed during three events. The tract will also be inspected to identify conditions or factors that may disrupt re-vegetation of the grasslands. Conditions requiring corrective measures will be addressed as soon as possible. The surveys will be conducted and documented by an experienced biologist familiar with area's flora and fauna. SGPI has agreed to undertake the monitoring and maintenance in 2003; however, in the future, responsibility for this activity will transfer to the organization or entity receiving title to the property.

2.2. VEGETATION SURVEY

A quantitative on-site vegetation survey will be performed in late spring (May-June) and fall (October-November) near the end of the 2003 growing season to assess vegetation restoration success. Similar to the 2002 survey, the transect approach together with one square meter quadrats will be used to assess the extent and type of vegetative cover. However, on review of the aerial distribution of the 2002 transects it was observed that better spatial coverage of Area 6 was desirable for the monitoring survey. Better coverage will be achieved by increasing the

transect lengths to 100 meters instead of the 100 foot transects used previously. The arrangement of the 100 meter transects is illustrated on Figure 1.

The four transects are approximately evenly spaced across the tract, oriented parallel to and equidistant from each other. Endpoints of each transect will be fixed with Global Positioning System (GPS) co-ordinates and permanently marked with oak stakes during the survey to facilitate mapping and identification of transect locations in future monitoring events.

Five randomly selected quadrat locations will be located along each of the four transects for a total of 20 survey locations. The exact location of each of the 20 quadrats will be selected using a random numbers list generated by an Excel spreadsheet. The time of day each of the quadrats is surveyed will be coupled with a random number that represents the percentage of the distance along the transect length where each of the quadrats will be located.

GPS co-ordinates and photo documentation of each quadrat will be maintained. The percent cover to the nearest 10% will be recorded for all vegetation species noted in the quadrat. Species present at a coverage <10% will be noted as such. The presence of invasive species identified from the *Non-native and Potentially Invasive Vascular Plants in Connecticut* (UCONN 2001) will be noted. Percent bare ground will also be recorded for quadrats where cover is <100%. Observational data on wildlife use of Area 6 will also be recorded. All data will be recorded on Field Sheets.

The grassland should have at least 85% vegetation cover by non-invasive species. Fifty percent of the species must be 'desirable' forms.

SECTION TWO Grassland monitoring

VEGETATION MAINTENANCE

Subsequent to the spring and fall vegetation surveys, but prior to the songbird surveys described below, the Restoration Area will be mowed to promote seed dispersal and accumulation of organic material in the surface soil layer. This process will also promote the development of grass species while discouraging the development of woody plants and weedy herbaceous species, because the grasses can tolerate mowing. However, this mowing schedule is only appropriate for the initial phase of habitat development. As the grassland community matures and wildlife become established, it may be desirable to transition the mowing to once per year in late winter/early spring before green-up. This late winter mowing encourages spring growth and minimizes the potential risks to ground nesting birds. In addition, leaving the fall crop standing through the winter months provides maximum refuge and foraging opportunities for wildlife through the harshest portion of the year. Leaving small groves of native woody plants scattered throughout the grasslands is also a desirable habitat feature, but these areas will need to be managed by hand cutting instead of mowing.

2.3. BIRD AND WILDLIFE USE EVALUATION

Since one of the objectives of the restoration is the establishment of habitat for grassland birds and wildlife, a series of bird and wildlife surveys consisting of twelve sampling dates will be performed over the course of approximately 9 months. To ensure that all possible types of birds are observed, the site will be partitioned into three stations that are consistent with the micro-habitats identified at the site. After the species survey is completed for each station, the station will be reconnoitered for the presence of nests. Stations to be surveyed include:

- Ocean side, for the shorebirds
- Close to the *Phragmites* stand near the tree line, for the above ground nesting birds

- Middle of the lot, for the ground nesting birds

The entire survey consists of twelve sampling dates, with one sampling event being comprised of 2.25 hours of observation (i.e., 3 stations X 45 minutes at each station = 2.25 hours total observation for the sampling event). URS' field experiences have shown that a 45 minute interval at each location is necessary because it allows the birds and wildlife sufficient time for acclimating to the observer and to return to their former "normal", undisturbed behavior patterns. Care will be taken not to 'double count' individual birds or mammals observed. The sampling events will be conducted at dawn during the following seasonal intervals:

- 3 sampling dates during the spring migration (late April-May)
- 3 sampling dates during the fall migration (October-November)
- 6 sampling dates during the breeding season (mid-June to mid-July)

Note that in the spring and fall, observation days will be conducted during the week of the vegetation survey. In the summer, observation events will be conducted during two separate, non-consecutive weeks to increase the likelihood of observation of a greater variety of wildlife and migratory bird species.

At the beginning of each observation period the investigator will set up a spotting scope and remain in place quietly recording bird and wildlife observations for 45 minutes. Each location will be recorded with a GPS unit for future monitoring. Qualitative observations of bird and wildlife occurrences and behaviors will be documented. Direct observations of foraging, calling or otherwise utilizing the grasslands will be noted. Indicators of animal foraging on vegetation, and any other relevant secondary information (scat, tracks, nests) will be described in field notes. The grasslands are intended to provide habitat to typical grassland birds and wildlife. Anticipated bird species may include the Savannah sparrow or similar grassland birds. Wildlife species could include white-tailed deer, rodents or other small mammals. Along with vegetation

data, these observational data will provide input into the assessment as to whether the Restoration Area provides the opportunity and capacity for support of wildlife typical of coastal grassland.

2.4. REFERENCE AREA VEGETATION SURVEY

A qualitative vegetation and wildlife survey will be performed at the Short Beach Park reference location approximately 0.5 miles north of the site along with the Area 6 Restoration Area survey once during each seasonal survey effort (Figure 1). Vegetation and wildlife use of Short Beach Park is another basis for comparison to define what vegetation species are likely to colonize Area 6, and what wildlife forms might use the site.

Short Beach will be reconnoitered and the vegetation and wildlife species will be identified and recorded. General distribution patterns and qualitative assessment of percentage total vegetative cover, dominance (e.g., present, common, abundant, dominant) and presence of invasive species will be noted. Photographic documentation of the plant community will be performed. New species observed will be added to the original data set collected in 2002.

SECTION THREE Schedule and Reporting

3.1. SCHEDULE

Year 2003 will be the second full growing season for the Area 6 Restoration Area. Vegetation and wildlife surveys will be performed in late spring (May-June), summer (mid June-mid July) and fall (October-November) of 2003 to assess restoration success. Mowing will be performed in late spring and late summer for the first three growing seasons to enhance seed dispersal and accumulation of organic material in the surface layer.

As agreed at the October 1, 2002 Trustee meeting, the Area 6 Restoration Area will be considered a success if data collected demonstrate either that the site is dominated by vegetation favorable to wildlife, or that the site is being used by grassland birds typical of coastal Connecticut. Therefore, if it is demonstrated that desirable vegetation has become established and/or the site is providing suitable habitat function to grassland species, monitoring will cease at the end of 2003. If neither of these metrics is satisfied at levels that are anticipated based on observations of the reference site and an understanding of what species should be present, discussions between SGPI and the Trustees will be convened to define an appropriate path forward.

3.2. REPORTING

The annual report of findings will be provided to the Trustees within 45 days of completion of the early fall survey event. The annual report will include the findings and all data from the spring 2003, summer 2003 and early fall events. The objective of the 2003 report is to demonstrate whether the Area 6 Restoration Area is progressing toward its objectives. If findings are positive (i.e., vegetative cover of desirable species exceeds 50% or the site is providing bird and wildlife function), then the monitoring will cease. As discussed above, if

neither the vegetative cover nor the wildlife use satisfies the general success metrics, then additional discussion between SGPI and the Trustees will be convened.

SECTION FOUR

Health & Safety

All survey activities will be reviewed for potential safety hazards. A Project Safety Audit (PSA) will be performed in the field prior to conduct of the work. Appropriate protective equipment will be used in the field as necessary.

SECTION FIVE

References

University of Connecticut. 2001. Non-native and Potentially Invasive Vascular Plants in Connecticut.

Figures

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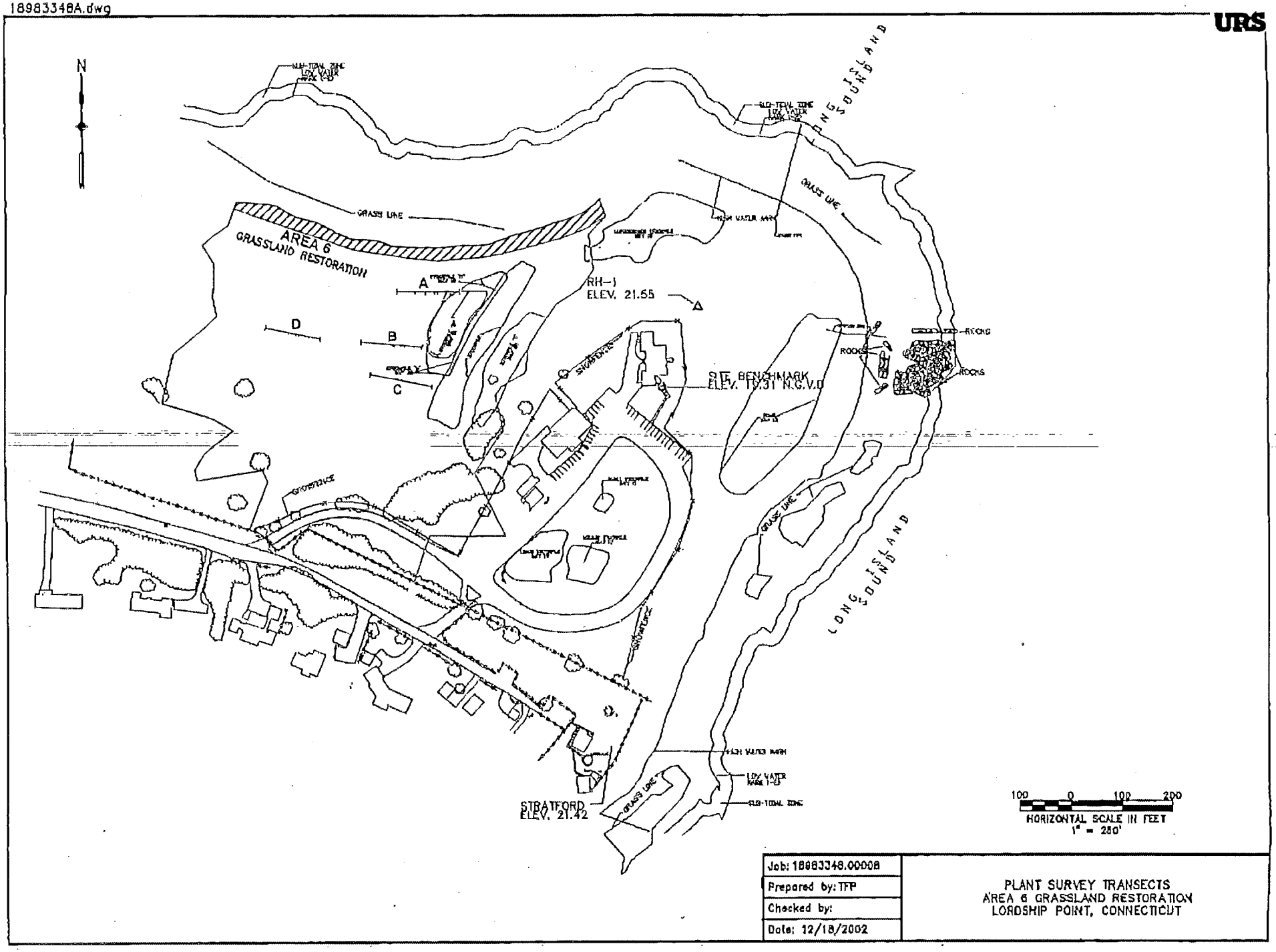

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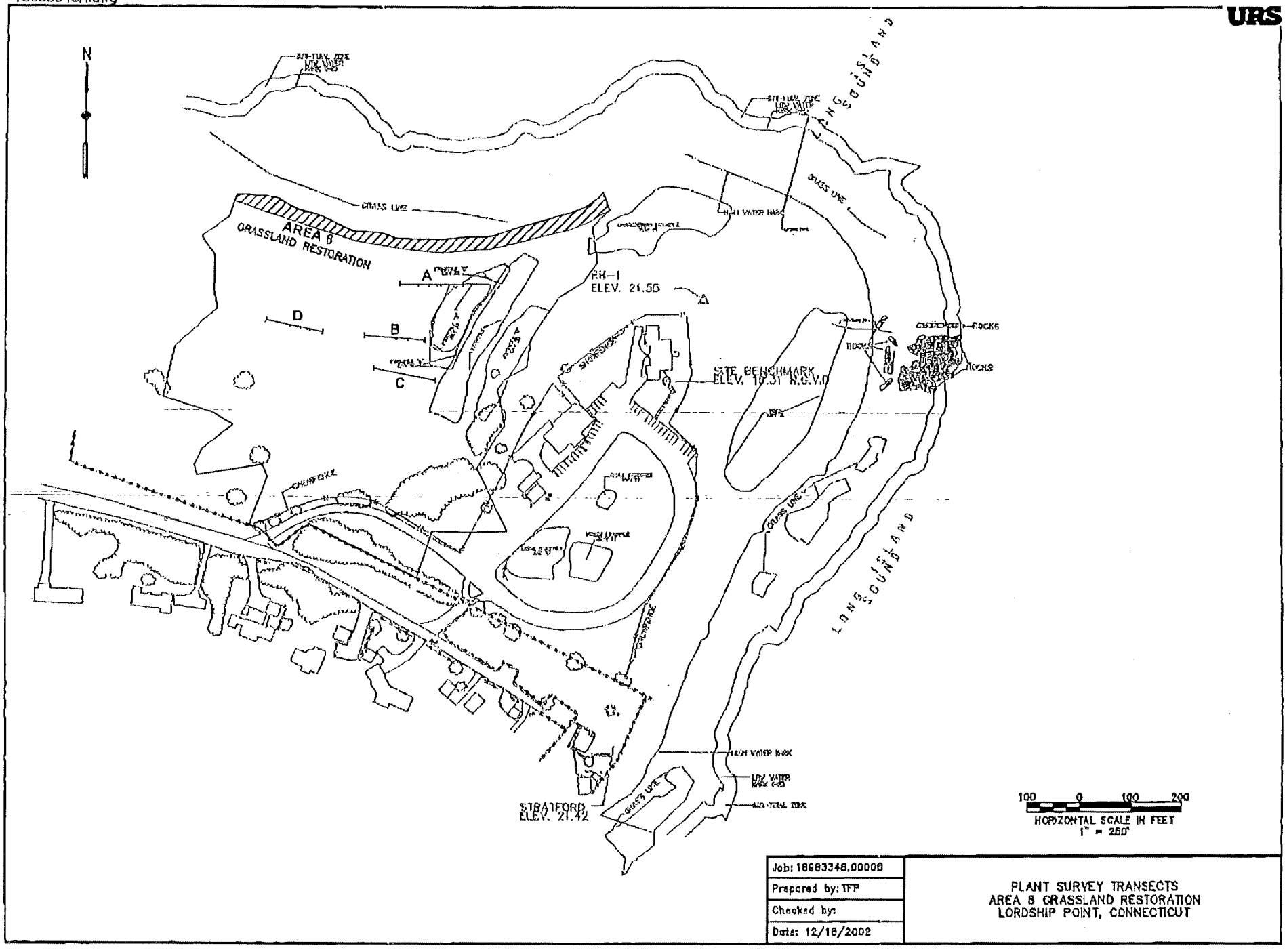

Appendix C
Payment Schedule and Procedures

1. Reimbursement of Assessment Costs. Within 30 days after notice from the Court or the United States, whichever is earlier, that the Consent Decree has been entered by the Court, the Settling Defendant shall pay the following amounts to reimburse costs incurred by the Trustees in assessing the damages to natural resources at the Site:

(1) $13,773.31 to the DOI (DOI Assessment Payment);

(2) $16,000.00 to NOAA (NOAA Assessment Payment); and

(3) $2,000.00 to the Connecticut Department of Environmental Protection (State Assessment Payment.)

These payments shall be made as follows:

a. DOI Assessment Payment: Payment shall be made by Fedwire Electronics Funds Transfer to the U.S. Department of Justice account in accordance with current electronic funds transfer procedures, referencing U.S.A.O. file number, DOJ Case number 90-11-2-06638, and NRDAR Account Number 14X5198. Payment shall be made in accordance with instructions provided to the Settling Defendant by the Financial Litigation Unit of the United States Attorney's Office of the District of Connecticut following lodging of the Consent Decree. Any payments received by the Department of Justice after 4:00 pm (Eastern Time) will be credited on the next business day. Settling Defendant shall send notice that such payment has been made to the persons listed in Section XIII (Notices and Submissions) for notice to the United States. Notice to DOI that such payment has been made shall also be sent to:

Bruce Nesslage
Restoration Fund Manager
DOI NRDAR Program
Mail Stop 4449
1849 C St. NW
Washington, D.C. 20240

and shall reference Accounting Number 14X5198 (NRDAR) and state that the payment is for reimbursement of past natural resource damage assessment costs with respect to the Lordship Point Gun Club Site, situated in Stratford, Connecticut, and is being paid by Sporting Goods.

b. NOAA Assessment Payment: Payment shall be made by Fedwire Electronics Funds Transfer to the U.S. Department of Justice account in accordance with current electronic funds transfer procedures, referencing U.S.A.O. file number, DOJ Case number 90-11-2-06638, and NRDAR Account Number 8K3RCP00. Payment shall be made in accordance with instructions provided to the Settling Defendant by the Financial Litigation Unit of the United States Attorney's Office of the District of Connecticut following lodging of the Consent Decree. Any payments received by the Department of Justice after 4:00 pm (Eastern Time) will be credited on the next business day. Settling Defendant shall send notice that such payment has been made to the persons listed in Section XIII (Notices and Submissions) for notice to the United States. Notice to NOAA that such payment has been made shall also be sent to:

Kathy Salter
DARRF Account Manager
Office of Response and Restoration
SSMC-4 Work Station #9331
1305 East-West Highway
Silver Spring, MD 20910-3281

and shall reference accounting number "8K3RCP00" and state that the payment is for

reimbursement of past natural resource damage assessment costs with respect to the Lordship Point Gun Club Site, situated in Stratford, Connecticut, and is being paid by Sporting Goods.

c. State Assessment Payment: Payment shall be made by cashier's check or certified check referencing the "Lordship Point Gun Club Site" and payable to "Treasurer, State of Connecticut." The check shall be mailed, with a notice referring to this action, to:

The Office of The Attorney General
55 Elm Street
Hartford, CT 06106
Attn. John M. Looney, Assistant Attorney General

A copy of the check, as well as the notice, shall be sent to:

Mr. Dennis Thibodeau
Financial Services Division
Department of Environmental Protection
79 Elm Street
Hartford, CT 06106

2. Payment For Damages. Within 30 days after notice from the Court or the United States, whichever is earlier, that the Consent Decree has been entered by the Court, in addition to the payments identified in Paragraph 1, Settling Defendant shall pay $218,226.69 as monetary compensation for natural resource damages at the Site to the DOI. Payment shall be made using the U.S. Treasury's Remittance Express program, or, in the event said program is not available to Settling Defendant then via Federal Wire Transfer. Payment shall be made in accordance with instructions provided by the DOI. Any payments received after 4:00 p.m. Eastern Time shall be credited on the next business day. Settling Defendant's notice to DOI that such payment has been made shall be sent to:

Bruce Nesslage
Restoration Fund Manager
DOI NRDAR Program
Mail Stop 4449
1849 C St. NW
Washington, D.C. 20240

and shall reference Account Number 14X5198 (NRDAR), shall state that the payment is for Natural Resource Damages with respect to the Lordship Point Gun **C**lub Site, situated in Stratford, Connecticut, and is being paid by Sporting Goods, and shall reference that the payment is for natural resource damages under the trusteeship of the DOI, NOAA, and the State. An additional copy of the notice letter shall be sent by Settling Defendant to the United States as provided in Section III (Notices and Submissions).