

SETTLEMENT, RELEASE AND INDEMNITY AGREEMENT

This Settlement, Release and Indemnity Agreement ("Agreement") is entered into between The Lockformer Company ("Lockformer"), its parent, Met-Coil Systems Corporation ("Met-Coil"), and AlliedSignal Inc. ("AlliedSignal") as of the date executed by all parties hereto.

Recitals

WHEREAS, Lockformer filed a lawsuit against AlliedSignal on March 31, 1993, in the United States District Court for the Northern District of Illinois, Eastern Division, entitled The Lockformer Company v. AlliedSignal Inc., No. 93 C 1934 ("the Lawsuit") alleging, inter alia, that AlliedSignal is liable to Lockformer for investigation and remediation costs relating to alleged contamination of soil and groundwater at Lockformer's property at 711 Ogden Avenue, Lisle, Illinois ("the Property").

WHEREAS, AlliedSignal has answered the complaint in the Lawsuit and has denied all liability, and continues to deny all liability;

WHEREAS, Lockformer, Met-Coil and AlliedSignal have engaged in settlement negotiations and now desire to settle and compromise all disputes and all claims arising out of the lawsuit and all claims between AlliedSignal and Lockformer, that Lockformer and/or Met-Coil had, have, or may have in the future, against AlliedSignal, which relate to the Property.

Definitions

AlliedSignal: As used in this Agreement, the term "AlliedSignal" shall mean AlliedSignal Inc. and Baron-Blakeslee, Inc., and their parents, subsidiaries, affiliated



EXHIBIT "A"

companies, predecessors, successors and assigns, joint ventures, and all of their employees, agents, consultants, insurers, attorneys, officers and directors.

Lockformer: As used in this Agreement, the term "Lockformer" shall mean The Lockformer Company, and its parents, subsidiaries, affiliated companies, predecessors, successors, assigns and joint ventures.

Met-Coil: As used in this Agreement, the term "Met-Coil" shall mean Met-Coil Systems Corporation and its parents, subsidiaries, affiliated companies, predecessors, successors, assigns and joint ventures.

Agreement

NOW, THEREFORE, in consideration of the above recitals and covenants and promises of Lockformer, Met-Coil and AlliedSignal, as set forth herein, the parties agree as follows:

A. Lockformer and Met-Coil, and their respective officers, directors, shareholders, and employees hereby and forever release, acquit and discharge AlliedSignal from all claims, demands, damages, expenses, costs, attorneys' fees, actions and liabilities of any kind and nature, known or unknown, past, present or future, for or because of any matter or thing done or omitted, alleged to have been done or omitted, or suffered to be done or omitted by AlliedSignal and related to the following: any and all transactions, events or claims alleged in the complaint or

pleadings on file in the Lawsuit; any and all claims of first party insurance benefits (whether or not subrogated); any and all claims, including but not limited to personal injury and property damage, arising out of or related to the sale, use, delivery, repair or replacement of any TCE storage tank or related stand pipes; the sale, delivery, use or disposal of trichloroethylene ("TCE") or components containing TCE at the Property; any and all soil, air, water, or groundwater contamination or impact, personal injury, property damage, business interruption or lost business of any kind caused or related to, or alleged to have been caused or related to TCE, or any other compounds containing TCE.

B. Lockformer and Met-Coil agree to defend, hold harmless, and indemnify AlliedSignal from all claims, demands, damages, expenses, costs, attorneys' fees, actions and liabilities of any kind and nature, whether known or unknown, past, present, or future, whether threatened or brought by any person or entity, private, governmental, or otherwise regardless of whether any such claims, demands, damages, expenses, costs, attorneys' fees, actions, or liabilities arise from, purport to arise from, or are caused by, negligence, alleged negligence, strict liability, alleged strict liability, or other act or omission on the part of AlliedSignal, (including but, not limited to, the sole, joint or concurrent negligence, acts or omissions of AlliedSignal) that have been or may be brought against AlliedSignal by any person or entity seeking compensation for damages or other relief from AlliedSignal, as a result of any and all transactions, events or claims alleged

in the complaint and pleadings in the Lawsuit; any and all claims, including but not limited to personal injury and property damage, arising out of or related to the sale, use, repair, delivery or disposal of any storage tank and related equipment; the sale, delivery, use, storage, removal or disposal of any TCE or compounds containing TCE; and/or any and all soil, air, water or groundwater contamination or impact, personal injury, property damage, business interruption or lost business, caused by or related to, or alleged to have been caused by or related to TCE.

C. Upon execution of this Agreement, AlliedSignal agrees to pay \$400,000 ("Payment") to Lockformer. AlliedSignal also agrees to arrange for an irrevocable standby letter of credit (issued by a bank acceptable to Lockformer, such acceptance not to be unreasonably withheld) to the order of Lockformer, to issue in the amount of \$400,000 ("Letter of Credit") to guarantee AlliedSignal's obligation under Section D below. Such Letter of Credit may provide that it shall be automatically extended for additional periods each of one (1) year from its present or any future expiration date, unless at least sixty (60) calendar days prior to the then relevant expiration date the issuing bank notifies Lockformer that it has elected not to renew the Letter of Credit. In the event such notice of non-renewal is given, AlliedSignal shall obtain a new Letter of Credit issued by a bank acceptable to Lockformer (such acceptance not to be unreasonably withheld) unless at such time AlliedSignal's obligation under Section D below shall have been satisfied.

D. At any time, Lockformer may present AlliedSignal with a "Second Payment Letter" which may be either: 1. a letter bearing the notarized signature of the chief executive officer of Lockformer representing that the Payment has been expended and used exclusively for investigation and remediation of the Property or; 2. a Section 4(y) letter from the IEPA averring that the remediation of the Property is complete. Within ten (10) business days of the receipt of the Second Payment Letter, AlliedSignal will pay to Lockformer \$400,000 (the "Second Payment"). Within ten (10) business days of making the Second Payment to Lockformer, AlliedSignal will pay to Lockformer an amount equal to interest on \$400,000, calculated at the commercial paper rate for high grade unsecured notes thirty (30) days, less one (1) percent, as published by The Wall Street Journal on the date of execution of this Agreement, for the period which elapsed between the Payment and the Second Payment.

1. Lockformer will send copies of the Second Payment Letter to the following:

- a) General Counsel
AlliedSignal Inc.
Box 2245R
Morristown, NJ 07962-2245
- b) Carolyn J. Horn
Assistant General Counsel
AlliedSignal Inc.
Box 2245R
Morristown, NJ 07962-2245
- c) Robert L. Shuftan, Esq.
Wildman, Harrold, Allen & Dixon
225 W. Wacker Drive
Chicago, IL 60606-1229

d) H. Roderic Heard, Esq.
Wildman, Harrold, Allen & Dixon
225 W. Wacker Drive
Chicago, IL 60606-1229

E. Should AlliedSignal refuse or fail to pay the Second Payment to Lockformer within ten (10) business days of receipt of the Second Payment Letter, Lockformer shall be entitled to draw upon the Letter of Credit. Lockformer's sole pre-condition for payment under the Letter of Credit shall be the presentment of a letter bearing the notarized signature of the chief executive officer of Lockformer and stating that Lockformer has presented the Second Payment Letter to AlliedSignal and that AlliedSignal has not paid the Second Payment to Lockformer within ten (10) business days after its receipt of the Second Payment Letter. Should payment under the Letter of Credit be required, within ten (10) business days after payment under the Letter of Credit, AlliedSignal will pay to Lockformer an amount equal to the interest on \$400,000, at the commercial paper rate for high grade, unsecured notes, thirty (30) days less one (1) percent, as published by The Wall Street Journal on the date of execution of this Agreement, for the period elapsed between the Payment and Lockformer's drawing upon the Letter of Credit.

F. As a condition for AlliedSignal's performance, Lockformer agrees to use the Payment and to the extent necessary, the Second Payment (or the proceeds from the Letter of Credit, as the case may be) solely to investigate and remediate the Property until Lockformer secures a Section 4(y) letter from the IEPA or expends

fully the Payment and Second Payment attempting to secure the Section 4(y) letter. Lockformer further agrees to:

1. Submit the Property to the IEPA and participate in cleanup of the Property through the IEPA Pre-Notice Site Program, and
2. Diligently investigate and remediate the Property, as necessary, to qualify for a Section 4(y) letter from IEPA.

G. Lockformer and AlliedSignal agree to execute a stipulation for dismissal with prejudice of the Lawsuit, with each party to bear its own costs and fees.

H. Lockformer and AlliedSignal agree to request that the court retain jurisdiction over the Lawsuit for the purposes of enforcing this Agreement. If the court is unwilling to retain jurisdiction (and dismisses the case with leave to reinstate), either party may petition the court to enforce this Agreement, after providing notice to all counsel presently of record.

I. Lockformer will provide AlliedSignal with access to all publicly available files and all correspondence and submissions to or documents received from IEPA and submissions to IEPA and responses from IEPA related to the Property.

J. Lockformer will immediately provide AlliedSignal with a copy of any Section 4(y) letter upon receipt from the IEPA.

K. Lockformer, Met-Coil and AlliedSignal shall keep the terms of this Agreement confidential and shall not disclose or divulge this Agreement or its terms to any person or entity other than the

parties to this action or their attorneys. This shall not prevent disclosure to Lockformer's, Met-Coil's or AlliedSignal's owners, agents, accountants or potential purchasers or any governmental agency as may be necessary in the ordinary course of AlliedSignal's, Met-Coil's or Lockformer's business.

L. Lockformer and Met-Coil further agree that they will not assist any private person or private entity that is currently pursuing, or that may pursue, any claims, demands, or actions against AlliedSignal. This provision shall not impair any legal obligation of Lockformer to respond to any court ordered discovery seeking information about this Lawsuit, its settlement or any of the underlying facts. In the event that Lockformer or Met-Coil is served with any discovery request related to the Lawsuit or this Agreement, Lockformer or Met-Coil shall provide written notice to AlliedSignal at Box 2245R, Morristown, NJ 07962-2245, Attention: Carolyn Horn, Assistant General Counsel, prior to the filing of any response or production of documents.

M. Lockformer will stipulate with AlliedSignal to a finding by the court of nonliability of AlliedSignal under Section 107 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") 42 U.S.C. § 9607.

N. Lockformer, Met-Coil and AlliedSignal hereby agree to the special considerations which follow:

1. Any obligation to pay any losses, damages, attorneys' fees, costs or expenses incurred or to be incurred by Lockformer is denied by

AlliedSignal, and this final compromise and settlement hereof shall not be treated as an admission of liability or responsibility by AlliedSignal at any time for any purpose, such liability having been and continuing to be expressly denied by AlliedSignal.

2. This Agreement may be executed in one or more counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which taken together shall constitute one in the same instrument.
3. This Agreement is entered into for the express benefit of Lockformer, Met-Coil and AlliedSignal and is not intended and shall not be deemed to create any rights or interests whatsoever in any third person, including without limitation, any right to enforce the terms hereof.
4. Each provision of this Agreement shall be interpreted in a manner as to be valid and enforceable under applicable law, but if any provision hereof shall be or become prohibited or invalid under any applicable law, that provision shall be ineffective only to the extent of such prohibition or invalidity without thereby invalidating the remainder of that provision or any other provision hereof.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
6. AlliedSignal, Lockformer and Met-Coil hereby expressly agree to waive any and all provisions of the Illinois Anti-Indemnity Act, 740 ILCS 35/1, which are or may be applicable to this Agreement.
7. This Agreement constitutes the entire agreement by and among the parties hereto and integrates and supersedes all prior understandings or agreements with respect to its subject matter, including but not limited to "Terms For Settlement Agreement: Lockformer/AlliedSignal Litigation" dated October 12, 1994.
8. This Agreement may not be altered, amended, modified or otherwise changed except in writing, duly executed by authorized representatives of all the parties hereto.
9. Each party executing this Agreement represents that it has been represented by counsel of its own choosing regarding the preparation and negotiation of this Agreement and all matters and claims set forth herein and that each of them has read this Agreement and is fully aware of the contents hereof and its legal effect.
10. If any dispute should arise with respect to this

Agreement, the prevailing party in any ensuing litigation or controversy shall be entitled to all costs of enforcement including reasonable attorneys' fees.

O. Within thirty days of the execution of this Agreement by the parties, AlliedSignal and Lockformer will file with the court a stipulation to dismiss, proposed finding of nonliability and request for dismissal with prejudice of the Lawsuit, each side to bear its own costs and attorneys' fees.

IN WITNESS HEREOF, this Agreement is executed and agreed to by the following, as of the last date set forth below.

AGREED AND ACCEPTED:

Dated: December ____, 1994

THE LOCKFORMER COMPANY

Dated: December ____, 1994

MET-COIL SYSTEMS CORPORATION

Dated: December 8, 1994

Paul M. Gath
ALLIEDSIGNAL INC.

Agreement, the prevailing party in any ensuing litigation or controversy shall be entitled to all costs of enforcement including reasonable attorneys' fees.

O. Within thirty days of the execution of this Agreement by the parties, AlliedSignal and Lockformer will file with the court a stipulation to dismiss, proposed finding of nonliability and request for dismissal with prejudice of the lawsuit, each side to bear its own costs and attorneys' fees.

IN WITNESS WHEREOF, this Agreement is executed and agreed to by the following, as of the last date set forth below.

AGREED AND ACCEPTED:

Dated: December 6, 1994

X. John Del Vecchio
THE LOCKFORMER COMPANY
PRESIDENT

Dated: December 6, 1994

X. John Del Vecchio
MET-COIL SYSTEMS CORPORATION
V.P. PRESIDENT

Dated: December , 1994

ALLIEDSIGNAL INC.

CERTIFICATE OF SERVICE

I, Larysa Dema, a non-attorney, being first duly sworn, state that I caused a true and correct copy of Honeywell's Answer, Defenses and Crossclaims to Counts I-III and VI-IX of Plaintiffs' Second Amended Class Action Complaint for Injunctive, Declaratory and Other Relief to be served upon the following parties via U.S. Mail, postage prepaid on this 26th day of July, 2001:

Shawn M. Collins, Esq.
Charles J. Corrigan, Esq.
Edward J. Manzke, Esq.
THE COLLINS LAW FIRM
1770 N. Park Street, Suite 200
Naperville, IL 60563

Norman B. Berger, Esq.
Michael D. Hayes, Esq.
Anne E. Viner, Esq.
VARGA BERGER LEDSKY HAYES & CASEY
224 S. Michigan Avenue, Suite 350
Chicago, Illinois 60604

Daniel J. Biederman, Esq.
CHUHAK & TECSON, P.C.
225 W. Washington Street, Suite 1300
Chicago, IL 60606-3418

Vincent S. Oleszkiewicz, Esq.
Douglas B. Sanders, Esq.
Baker & McKenzie
130 East Randolph Drive
Chicago, Illinois 60601



Larysa Dema

SUBSCRIBED and SWORN
to before me this 26th day of July, 2001.


Notary Public



AUTHENTICATION

I, Bharat Mathur, certify that I am the Deputy Regional Administrator of the United States Environmental Protection Agency, Region 5, and that the attached document (17 total pages) concerning the "Lockformer" Site, Lisle, IL., is a true, correct and compared document, the original file copy of which is in my official custody pursuant to 40 C.F.R. §2.406.

Subscribed under penalty of perjury on August 19, 2002



Bharat Mathur
Deputy Regional Administrator
U.S. Environmental Protection Agency
Region 5

CERTIFICATION

I, Bertram C. Frey, certify that I am the Acting Regional Counsel of the United States Environmental Protection Agency, Region 5, that I am the designee of the General Counsel for the purpose of executing certifications under 40 C.F.R. §2.406, that I have duties throughout the jurisdiction of Region 5 of the United States Environmental Protection Agency, and that the official whose signature appears above has legal custody pursuant to 40 C.F.R. §2.406 of the original document as witnessed by my signature and the official seal of the United States Environmental Protection Agency which appear below.



Bertram C. Frey
Acting Regional Counsel
U.S. Environmental Protection Agency
Region 5

Date: August 20, 2002

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
Region 5

IN THE MATTER OF:	)	Docket No. V-W- '02-C-665
	)	
	)	ADMINISTRATIVE ORDER
LOCKFORMER SITE	)	PURSUANT TO SECTION 106(a)
	)	OF THE COMPREHENSIVE
Respondents:	)	ENVIRONMENTAL RESPONSE,
	)	COMPENSATION, AND
	)	LIABILITY ACT OF 1980,
LOCKFORMER COMPANY	)	AS AMENDED, 42 U.S.C.
MET-COIL SYSTEMS CORPORATION	)	§9606(a)
	)	

I. JURISDICTION AND GENERAL PROVISIONS

This Order is issued pursuant to the authority vested in the President of the United States by Section 106(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. §9606(a), and delegated to the Administrator of the United States Environmental Protection Agency ("U.S. EPA") by Executive Order No. 12580, January 23, 1987, 52 Federal Register 2923, and further delegated to the Regional Administrators by U.S. EPA Delegation Nos. 14-14-A and 14-14-B, and to the Director, Superfund Division, Region 5, by Regional Delegation Nos. 14-14-A and 14-14-B.

This Order pertains to property located at 711 Ogden Avenue, Lisle, DuPage County, Illinois ("Lockformer Site" or the "Site"). This Order requires the Respondents to conduct removal activities described herein to abate an imminent and substantial endangerment to the public health, welfare or the environment that may be presented by the actual or threatened release of hazardous substances at or from the Site.

U.S. EPA has notified the State of Illinois of this action pursuant to Section 106(a) of CERCLA, 42 U.S.C. §9606(a).

II. PARTIES BOUND

This Order applies to and is binding upon Respondents and Respondents', receivers, trustees, successors and assigns. Any change in ownership or corporate status of Respondents including, but not limited to, any transfer of assets or real or personal

property shall not alter such Respondents' responsibilities under this Order.

Respondents shall ensure that their contractors, subcontractors, and representatives comply with this Order. Respondents shall be responsible for any noncompliance. Respondents are jointly and severally liable for carrying out all activities required by this Order. Compliance or noncompliance by one or more Respondents with any provision of this Order shall not excuse or justify noncompliance by any other Respondent.

III. FINDINGS OF FACT

Based on available information, including the Administrative Record in this matter, U.S. EPA hereby finds that:

1. The Lockformer Site (Site) is located at 711 West Ogden Avenue, Lisle, DuPage County, Illinois, and is generally depicted in the map appended as Attachment A. The Site is located in a mixed industrial/residential area on the south side of Ogden Avenue, west of Interstate 355. A residential subdivision is located to the north of Ogden Avenue. A car dealership is located to the east. Southeast of the Site are an undeveloped, wooded parcel and single family homes. Southwest of the Site are the Burlington Northern railroad and right-of-way, and St. Joseph's Creek. On the western boundary is a multi-unit commercial building.
2. The current legal owner and operator at the Site is Lockformer Company (Lockformer). Lockformer Company is a wholly owned subsidiary of Metcoil Systems Corporation. In June of 2000, Mestek, Inc. purchased Metcoil and thereby owns and operates both Lockformer and Metcoil.
3. The Site consists of a one-story metal fabricating plant and associated office space and land where releases have occurred and contamination has come to be located. Lockformer manufactures parts and equipment for the metal fabricating business. Lockformer's metal fabrication processes involve the use of a trichloroethylene (TCE) vapor degreaser located inside the building in a degreaser tank and pit. From approximately 1970 to 1992, the degreaser pit drew its TCE from a 500-gallon storage tank located on the roof of the facility. Degreaser spills occurred at the Site during delivery of TCE to the TCE storage tank. The tank was filled at regular intervals via a refilling line which extends down the west side of the facility.

4. Contaminated soil was first discovered at the Site in the fall of 1991, during underground utility (water line) repair work conducted on the west side of the building. In 1992, Lockformer conducted soil sampling and detected TCE at concentrations as high as 680,000 parts per billion (ppb) in soil at the Site. Additional soil and groundwater samples collected in 1995 in the vicinity of the refilling line showed the presence of TCE at maximum concentrations of 960,000 ppb in soil. Lockformer conducted an additional assessment of TCE releases, and a report dated February 14, 1997, documents TCE contamination in on-Site groundwater monitoring wells at levels as high as 68,000 ppb. Technical reports prepared by Lockformer in 1997 and 1998 indicated that surface drainage is to the south and that the storm water drain terminated in a neighboring residential yard. The reports also concluded that TCE contamination at the Site had migrated downward and laterally to a sand layer impacting groundwater at of depth 56 feet.
5. On December 18, 19 and 20, 2000, the Illinois EPA (IEPA) collected samples from private wells at forty-eight (48) homes located near Front Street, which is located approximately 1,200 feet south of the Lockformer Site. Of the 48 private well water samples collected, 34 samples showed the presence of TCE, and nine showed the presence of TCE in excess of 5ppb. IEPA investigations determined that ground water flows from the Lockformer property toward the South /South East in the direction of a residential neighborhood. The contaminated wells are located in an unincorporated area. The unincorporated neighborhood is refusing annexation by neighboring Lisle which must annex it to connect it with a public water supply system.
6. On January 22, 2001, Lockformer entered into an agreed order with the State of Illinois. The agreed order requires Lockformer to among other things, conduct a Comprehensive Volatile Organic Compounds (VOC) Investigation and delineate the nature and extent of the contamination caused by the TCE spills at the Site, and to provide bottled water to the residents affected by the contaminated wells. Under that Order, Lockformer has been providing bottled water to potentially affected residences. Pursuant to the Agreed Order, well installation was initiated in June of 2001; soil sampling, sewer investigation and sampling, monitoring well installation are being conducted; and ground water elevations and additional data are being collected.

7. On March 13, 2001 the IEPA referred the site to U.S. EPA for a time-critical removal action to address source areas at the Site on an expedited basis.

IV. CONCLUSIONS OF LAW AND DETERMINATIONS

Based on the Findings of Fact set forth above, and the Administrative Record supporting these removal actions, U.S. EPA determines that:

1. The Lockformer Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. §9601(9).
2. Trichloroethylene (TCE) is a "hazardous substance" as defined by Section 101(14) of CERCLA, 42 U.S.C. §9601(14).
3. Each Respondent is a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. §9601(21).
4. Respondents-Lockformer Company and Met-Coil Systems Corporation are the present "owners" and "operators" of the Lockformer Site, as defined by Section 101(20) of CERCLA, 42 U.S.C. §9601(20). Respondents Lockformer Company and Met-Coil Systems are either persons who at the time of disposal of any hazardous substances owned or operated the Lockformer Site, or who arranged for disposal or transport for disposal of hazardous substances at the Lockformer Site. Respondents are therefore liable persons under Section 107(a) of CERCLA, 42 U.S.C. §9607(a).
5. The conditions described in the Findings of Fact above constitute an actual or threatened "release" into the "environment" as defined by Sections 101(8) and (22) of CERCLA, 42 U.S.C. §§9601(8) and (22).
6. The conditions present at the Site constitute a threat to public health, welfare, or the environment based upon the factors set forth in Section 300.415(b)(2) of the National Oil and Hazardous Substances Pollution Contingency Plan, as amended ("NCP"), 40 CFR Part 300. These factors include, but are not limited to, the following:
 - a. Actual or potential contamination of drinking water supplies or sensitive ecosystems; this factor is present at the Site due to the existence of high levels of TCE in the surface and subsurface soils and groundwater. Studies conducted by Lockformer have

documented that TCE contamination is migrating vertically and horizontally toward the sand and gravel deposits and ultimately to the bedrock aquifer. Sampling by IEPA from private wells and monitoring wells found levels of TCE above the Maximum Contaminant Level (MCL) of 5 ppb. IEPA investigations determined that ground water flows from the Lockformer property toward the South /South East in the direction of a residential neighborhood.

- b. High levels of hazardous substances or pollutants or contaminants in soils largely at or near the surface, that may migrate; this factor is present at the Site due to the existence of very high levels of TCE that have been documented to be released to the soil and ground water. The TCE in the surface soil and subsurface soil is an ongoing source of groundwater contamination which is migrating vertically and horizontally and will continue to migrate to the bedrock aquifer causing further ground water contamination.
- c. Weather conditions that may cause hazardous substances or pollutants or contaminants to migrate or be released; this factor is present at the Site due to the existence of documented concentrations of TCE in the soil and ground water on site that has been shown to be migrating. The ground water flow in the area has been shown to be toward the South/South East and continuing precipitation and percolation of storm water will continue to cause the TCE to migrate toward the bedrock aquifer which flows to the residential wells.
- d. The unavailability of other appropriate federal or state response mechanisms to respond to the release; this factor supports the actions required by this Order at the Site because IEPA requested U.S. EPA's assistance to conduct a removal action to expedite removal of contaminated source areas at the Lockformer facility. The IEPA will continue to oversee private well sampling and investigation of the TCE ground water contamination in Lisle and coordinate the groundwater investigation and cleanup under its agreed order with Lockformer.

7. The actual or threatened release of hazardous substances from the Site may present an imminent and substantial endangerment to the public health, welfare, or the environment within the meaning

of Section 106(a) of CERCLA, 42 U.S.C. §9606(a).

8. The removal actions required by this Order are necessary to protect the public health, welfare, or the environment, and are not inconsistent with the NCP and CERCLA.

V. ORDER

Based upon the foregoing Findings of Fact, Conclusions of Law, Determinations, and the Administrative Record for this Site, U.S. EPA hereby orders that Respondents perform the following actions:

1. Notice of Intent to Comply

Respondents shall notify U.S. EPA in writing within 3 business days after the effective date of this Order of Respondents' irrevocable intent to comply with this Order. Failure of each Respondent to provide such notification within this time period shall be a violation of this Order.

2. Designation of Contractor, Project Coordinator, and On-Scene Coordinator

Respondents shall perform the removal actions itself or retain a contractor to implement the removal actions. Respondents shall notify U.S. EPA of Respondents' qualifications or the name and qualifications of such contractor, whichever is applicable, within 5 business days of the effective date of this Order. Respondents shall also notify U.S. EPA of the name and qualifications of any other contractors or subcontractors retained to perform work under this Order at least 5 business days prior to commencement of such work. U.S. EPA retains the right to disapprove of the Respondents or any of the contractors and/or subcontractors retained by the Respondents. If U.S. EPA disapproves a selected contractor, Respondents shall retain a different contractor within 2 business days following U.S. EPA's disapproval and shall notify U.S. EPA of that contractor's name and qualifications within 3 business days of U.S. EPA's disapproval.

Within 5 business days after the effective date of this Order, the Respondents shall designate a Project Coordinator who shall be responsible for administration of all the Respondents' actions required by the Order and submit the designated coordinator's name, address, telephone number, and qualifications to U.S. EPA. To the greatest extent possible, the Project Coordinator shall be present on-site or readily available during site work. U.S. EPA

retains the right to disapprove of any Project Coordinator named by the Respondents. If U.S. EPA disapproves a selected Project Coordinator, Respondents shall retain a different Project Coordinator within 3 business days following U.S. EPA's disapproval and shall notify U.S. EPA of that person's name and qualifications within 4 business days of U.S. EPA's disapproval. Receipt by Respondents' Project Coordinator of any notice or communication from U.S. EPA relating to this Order shall constitute receipt by Respondents.

The U.S. EPA has designated Steven Faryan of the Emergency Response Branch, Region 5, as its On-Scene Coordinator ("OSC"). Respondents shall direct all submissions required by this Order to the OSC at 77 West Jackson Boulevard, SE-5J, Chicago, Illinois, 60604-3590, by certified or express mail. Respondents shall also send a copy of all submissions to Thomas Krueger, Assistant Regional Counsel, 77 West Jackson Boulevard, C-14J, Chicago, Illinois, 60604-3590. All Respondents are encouraged to make their submissions to U.S. EPA on recycled paper (which includes significant postconsumer waste paper content where possible) and using two-sided copies.

3. Work to Be Performed

Respondents shall perform, at a minimum, the following response activities:

- a. assessing and mitigating the documented threats posed by contaminants found at the Lockformer Site, including an Extent of Contamination investigation to assess the vertical and horizontal migration of the identified contaminants. The investigation shall be conducted to assess the known areas of contamination and to identify the outer limits of the contamination and shall include groundwater and soil. The Removal Action Work Plan shall also assess and mitigate other known storage or disposal areas or areas where releases occurred. These include the degreaser pit area, associated pipes and drains, building sewers and sumps, the building's roof, down spouts, storm sewers and head walls, and any other indoor or outdoor drum or tank storage area. The staged pile of fill at the south end of the building shall be sampled and characterized for disposal. A ground water assessment and investigation shall be conducted in the general area to determine groundwater flow and concentrations of contaminants in the monitoring wells and drinking water wells.

- b. Controlling access to portions of the property where contaminants have been detected or are known to be disposed to prevent exposure to workers, the public entering the facility, and to neighboring residents. This shall include fencing, tarping, or placing of contaminated materials in containers. Portions of the parking lot may have to be relocated to allow for excavation, treatment and backfilling;
- c. Taking necessary actions to prevent and control migration of contaminants into the ground water, soil, sewers, roadways, neighboring residences, and the St. Joseph's Creek;
- d. After delineating the vertical and horizontal extent of contamination; removing, treating, and properly disposing of all hazardous substances and contaminated materials at an approved facility which is in compliance with the CERCLA Off-Site Rule, and backfilling all areas with clean fill to the pre-existing grade;
- e. Decontaminating, removing, and disposing of all tanks, scrap metal, equipment, sumps, sewers, building floors, walls, or roof which have come into contact with or which have been used to store, treat, or process any of the identified contaminants; and
- f. Implementing a Confirmation Sampling Plan to determine if appropriate clean-up standards have been met. The plan shall provide for sampling of soil, ground water, surface water, metal and concrete floors, walls and roofing material.

3.1 Work Plan and Implementation

Within 10 business days after the effective date of this Order, the Respondents shall submit to U.S. EPA for approval a draft Work Plan for performing the removal activities set forth above. The draft Work Plan shall provide a description of, and an expeditious schedule for, the activities required by this Order.

U.S. EPA may approve, disapprove, require revisions to, or modify the draft Work Plan. If U.S. EPA requires revisions, Respondents shall submit a revised draft Work Plan within 7 business days of notification. Respondents shall implement the Work Plan as finally approved in writing by U.S. EPA in accordance with the schedule approved by U.S. EPA. Once approved, or approved with

modifications, the Work Plan, the schedule, and any subsequent modifications shall be fully enforceable under this Order. Respondents shall notify U.S. EPA at least 48 hours prior to performing any on-site work pursuant to the U.S. EPA approved Work Plan.

Respondents shall not commence or undertake any removal actions at the Site without prior U.S. EPA approval.

3.2 Health and Safety Plan

Within 10 business days after the effective date of this Order, the Respondents shall submit a plan for U.S. EPA review and comment that ensures the protection of the public health and safety during performance of on-site work under this Order. This plan shall comply with applicable Occupational Safety and Health Administration ("OSHA") regulations found at 29 CFR Part 1910. If U.S. EPA determines it is appropriate, the plan shall also include contingency planning. Respondents shall incorporate all changes to the plan recommended by U.S. EPA, and implement the plan during the pendency of the removal action.

3.3 Quality Assurance and Sampling

All sampling and analyses performed pursuant to this Order shall conform to U.S. EPA direction, approval, and guidance regarding sampling, quality assurance/quality control ("QA/QC"), data validation, and chain of custody procedures. Respondents shall ensure that the laboratory used to perform the analyses participates in a QA/QC program that complies with U.S. EPA guidance. Upon request by U.S. EPA, Respondents shall have such a laboratory analyze samples submitted by U.S. EPA for quality assurance monitoring. Respondents shall provide to U.S. EPA the quality assurance/quality control procedures followed by all sampling teams and laboratories performing data collection and/or analysis. Respondents shall also ensure provision of analytical tracking information consistent with OSWER Directive No. 9240.0-2B, "Extending the Tracking of Analytical Services to PRP-Lead Superfund Sites."

Upon request by U.S. EPA, Respondents shall allow U.S. EPA or its authorized representatives to take split and/or duplicate samples of any samples collected by Respondents or their contractors or agents while performing work under this Order. Respondents shall notify U.S. EPA not less than 3 business days in advance of any sample collection activity. U.S. EPA shall have the right to take any additional samples that it deems necessary.

3.4 Reporting

Respondents shall submit a monthly written progress report to U.S. EPA concerning activities undertaken pursuant to this Order, beginning 30 calendar days after the date of U.S. EPA's approval of the Work Plan, until termination of this Order, unless otherwise directed by the OSC. These reports shall describe all significant developments during the preceding period, including the work performed and any problems encountered, analytical data received during the reporting period, and developments anticipated during the next reporting period, including a schedule of work to be performed, anticipated problems, and planned resolutions of past or anticipated problems.

Any Respondent that owns any portion of the Site, and any successor in title shall, at least 30 days prior to the conveyance of any interest in real property at the Site, give written notice of this Order to the transferee and written notice of the proposed conveyance to U.S. EPA and the State. The notice to U.S. EPA and the State shall include the name and address of the transferee.- The party conveying such an interest shall require that the transferee will provide access as described in Section V.4 (Access to Property and Information).

3.5 Final Report

Within 60 calendar days after completion of all removal actions required under this Order, the Respondents shall submit for U.S. EPA review a final report summarizing the actions taken to comply with this Order. The final report shall conform to the requirements set forth in Section 300.165 of the NCP. The final report shall also include a good faith estimate of total costs incurred in complying with the Order, a listing of quantities and types of materials removed, a discussion of removal and disposal options considered for those materials, a listing of the ultimate destinations of those materials, a presentation of the analytical results of all sampling and analyses performed, and accompanying appendices containing all relevant documentation generated during the removal action (e.g., manifests, invoices, bills, contracts, and permits).

The final report shall also include the following certification signed by a person who supervised or directed the preparation of that report:

Under penalty of law, I certify that, to the best of my knowledge, after appropriate inquiries of all relevant persons involved in the preparation

of this report, the information submitted is true, accurate, and complete.

4. Access to Property and Information

Respondents shall provide or obtain access as necessary to the Site and all appropriate off-site areas, and shall provide access to all records and documentation related to the conditions at the Site and the activities conducted pursuant to this Order. Such access shall be provided to U.S. EPA employees, contractors, agents, consultants, designees, representatives, and State of Illinois representatives. These individuals shall be permitted to move freely at the Site and appropriate off-site areas in order to conduct activities which U.S. EPA determines to be necessary. Respondents shall submit to U.S. EPA, upon request, the results of all sampling or tests and all other data generated by Respondents or their contractor, or on the Respondents' behalf during implementation of this Order.

Where work under this Order is to be performed in areas owned by or in possession of someone other than Respondents, Respondents shall obtain all necessary access agreements within 14 calendar days after the effective date of this Order, or as otherwise specified in writing by the OSC. Respondents shall immediately notify U.S. EPA if, after using its best efforts, it is unable to obtain such agreements. Respondents shall describe in writing their efforts to obtain access. U.S. EPA may then assist Respondents in gaining access, to the extent necessary to effectuate the response activities described herein, using such means as U.S. EPA deems appropriate.

5. Record Retention, Documentation, Availability of Information

Respondents shall preserve all documents and information, in their possession or the possession of their contractors, subcontractors or representatives, relating to work performed under this Order, or relating to the hazardous substances found on or released from the Site, for six years following completion of the removal actions required by this Order. At the end of this six year period and at least 60 days before any document or information is destroyed, Respondents shall notify U.S. EPA that such documents and information are available to U.S. EPA for inspection, and upon request, shall provide the originals or copies of such documents and information to U.S. EPA. In addition, Respondents shall provide documents and information retained under this Section at any time before expiration of the six year period at the written request of U.S. EPA. Any information that Respondents are required to provide or maintain

pursuant to this Order is not subject to the Paperwork Reduction Act of 1995, 44 U.S.C. §3501 et seq.

6. Off-Site Shipments

All hazardous substances, pollutants or contaminants removed off-site pursuant to this Order for treatment, storage or disposal shall be treated, stored, or disposed of at a facility in compliance, as determined by U.S. EPA, with the U.S. EPA Off-Site Rule, 40 CFR §300.440, 58 Fed. Reg. 49215 (Sept. 22, 1993).

7. Compliance With Other Laws

All actions required pursuant to this Order shall be performed in accordance with all applicable local, state, and federal laws and regulations except as provided in Section 121(e) of CERCLA and 40 CFR §300.415(j). In accordance with 40 CFR §300.415(j), all on-site actions required pursuant to this Order shall, to the extent practicable, as determined by U.S. EPA, considering the exigencies of the situation, attain applicable or relevant and appropriate requirements under federal environmental or state environmental or facility siting laws.

8. Emergency Response and Notification of Releases

If any incident, or change in Site conditions, during the activities conducted pursuant to this Order causes or threatens to cause an additional release of hazardous substances from the Site or an endangerment to the public health, welfare, or the environment, the Respondents shall immediately take all appropriate action to prevent, abate or minimize such release, or endangerment caused or threatened by the release. Respondents shall also immediately notify the OSC or, in the event of his unavailability, shall notify the Regional Duty Officer, Emergency Response Branch, Region 5 at (312) 353-2318, of the incident or Site conditions.

Respondents shall submit a written report to U.S. EPA within 7 business days after each release, setting forth the events that occurred and the measures taken or to be taken to mitigate any release or endangerment caused or threatened by the release and to prevent the reoccurrence of such a release. Respondents shall also comply with any other notification requirements, including those in Section 103 of CERCLA, 42 U.S.C. §9603, and Section 304 of the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. §11004.

VI. AUTHORITY OF THE U.S. EPA ON-SCENE COORDINATOR

The OSC shall be responsible for overseeing the implementation of this Order. The OSC shall have the authority vested in an OSC by the NCP, including the authority to halt, conduct, or direct any work required by this Order, or to direct any other response action undertaken by U.S. EPA or Respondents at the Site. Absence of the OSC from the Site shall not be cause for stoppage of work unless specifically directed by the OSC.

U.S. EPA and Respondents shall have the right to change their designated OSC or Project Coordinator. U.S. EPA shall notify the Respondents, and Respondents shall notify U.S. EPA, as early as possible before such a change is made, but in no case less than 24 hours before such a change. Notification may initially be made orally, but shall be followed promptly by written notice.

VII. PENALTIES FOR NONCOMPLIANCE

Violation of any provision of this Order may subject Respondents to civil penalties of up to \$27,500 per violation per day, as provided in Section 106(b)(1) of CERCLA, 42 U.S.C. §9606(b)(1). Respondents may also be subject to punitive damages in an amount up to three times the amount of any cost incurred by the United States as a result of such violation, as provided in Section 107(c)(3) of CERCLA, 42 U.S.C. §9607(c)(3). Should Respondents violate this Order or any portion hereof, U.S. EPA may carry out the required actions unilaterally, pursuant to Section 104 of CERCLA, 42 U.S.C. §9604, and/or may seek judicial enforcement of this Order pursuant to Section 106 of CERCLA, 42 U.S.C. §9606.

VIII. REIMBURSEMENT OF COSTS

Respondents shall reimburse U.S. EPA, upon written demand, for all response costs incurred by the United States in overseeing Respondents' implementation of the requirements of this Order. U.S. EPA may submit to Respondents on a periodic basis a bill for all response costs incurred by the United States with respect to this Order. U.S. EPA's Itemized Cost Summary, or such other summary as certified by U.S. EPA, shall serve as the basis for payment.

Respondents shall, within 30 days of receipt of the bill, remit a cashier's or certified check for the amount of those costs made payable to the "Hazardous Substance Superfund," to the following address:

U.S. Environmental Protection Agency
Program Accounting & Analysis Section
P.O. Box 70753
Chicago, Illinois 60673

Respondents shall simultaneously transmit a copy of the check to the Director, Superfund Division, U.S. EPA Region 5, 77 West Jackson Blvd., Chicago, Illinois, 60604-3590. Payments shall be designated as "Response Costs - Lockformer Site" and shall reference the payer's name and address, the U.S. EPA site identification number B5Y5, and the docket number of this Order.

Interest at a rate established by the Department of the Treasury pursuant to 31 U.S.C. §3717 and 4 CFR §102.13 shall begin to accrue on the unpaid balance from the day after the expiration of the 30 day period notwithstanding any dispute or an objection to any portion of the costs.

IX. RESERVATION OF RIGHTS

Nothing herein shall limit the power and authority of U.S. EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing herein shall prevent U.S. EPA from seeking legal or equitable relief to enforce the terms of this Order. U.S. EPA also reserves the right to take any other legal or equitable action as it deems appropriate and necessary, or to require the Respondents in the future to perform additional activities pursuant to CERCLA or any other applicable law.

X. OTHER CLAIMS

By issuance of this Order, the United States and U.S. EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondents. The United States or U.S. EPA shall not be a party or be held out as a party to any contract entered into by the Respondents or their directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out activities pursuant to this Order. Each party shall bear its own costs and attorneys fees in connection with the action resolved by this Order.

~~This~~ order does not constitute a pre-authorization of funds under Section 111(a)(2) of CERCLA, 42 U.S.C. §9611(a)(2).

Nothing in this Order constitutes a satisfaction of or release from any claim or cause of action against the Respondents or any person not a party to this Order, for any liability such person may have under CERCLA, other statutes, or the common law, including but not limited to any claims of the United States for costs, damages and interest under Sections 106(a) or 107(a) of CERCLA, 42 U.S.C. §§9606(a), 9607(a).

XI. MODIFICATIONS

Modifications to any plan or schedule may be made in writing by the OSC or at the OSC's oral direction. If the OSC makes an oral modification, it will be memorialized in writing within 7 business days; however, the effective date of the modification shall be the date of the OSC's oral direction. The rest of the Order, or any other portion of the Order, may only be modified in writing by signature of the Director, Superfund Division, Region 5.

If Respondents seek permission to deviate from any approved plan or schedule, Respondents' Project Coordinator shall submit a written request to U.S. EPA for approval outlining the proposed modification and its basis.

No informal advice, guidance, suggestion, or comment by U.S. EPA regarding reports, plans, specifications, schedules, or any other writing submitted by the Respondents shall relieve Respondents of their obligations to obtain such formal approval as may be required by this Order, and to comply with all requirements of this Order unless it is formally modified.

XII. NOTICE OF COMPLETION

After submission of the Final Report, Respondents may request that U.S. EPA provide a Notice of Completion of the work required by this Order. If U.S. EPA determines, after U.S. EPA's review of the Final Report, that all work has been fully performed in accordance with this Order, except for certain continuing obligations required by this Order (e.g., record retention), U.S. EPA will provide written notice to the Respondents. If U.S. EPA determines that any removal activities have not been completed in accordance with this Order, U.S. EPA will notify the Respondents, provide a list of the deficiencies, and require that Respondents

modify the Work Plan to correct such deficiencies. The Respondents shall implement the modified and approved Work Plan and shall submit a modified Final Report in accordance with the U.S. EPA notice. Failure to implement the approved modified Work Plan shall be a violation of this Order.

XIII. ACCESS TO ADMINISTRATIVE RECORD

The Administrative Record supporting these removal actions is available for review during normal business hours in the U.S. EPA Record Center, Region 5, 77 W. Jackson Blvd., Seventh Floor, Chicago, Illinois. Respondents may contact Thomas Krueger, Assistant Regional Counsel, at (312) 886-0562 to arrange to review the Administrative Record. An index of the Administrative Record is attached to this Order.

XIV. OPPORTUNITY TO CONFER

Within 3 business days after issuance of this Order, Respondents may request a conference with U.S. EPA. Any such conference shall be held within 5 business days from the date of the request, unless extended by agreement of the parties. At any conference held pursuant to the request, Respondents may appear in person or be represented by an attorney or other representative.

If a conference is held, Respondents may present any information, arguments or comments regarding this Order. Regardless of whether a conference is held, Respondents may submit any information, arguments or comments (including justifications for any assertions that the Order should be withdrawn against a Respondent), in writing to U.S. EPA within 2 business days following the conference, or within 7 business days of issuance of the Order if no conference is requested. This conference is not an evidentiary hearing, does not constitute a proceeding to challenge this Order, and does not give Respondents a right to seek review of this Order. Requests for a conference shall be directed to Thomas Krueger, Assistant Regional Counsel, at (312) 886-0562. Written submittals shall be directed as specified in Section V.2 of this Order.

XV. SEVERABILITY

If a court issues an order that invalidates any provision of this Order or finds that Respondents have sufficient cause not to

comply with one or more provisions of this Order, Respondents shall remain bound to comply with all provisions of this Order not invalidated by the court's order.

XVI. EFFECTIVE DATE

This Order shall be effective 10 business days following issuance unless a conference is requested as provided herein. If a conference is requested, this Order shall be effective 5 business days after the day of the conference.

IT IS SO ORDERED

BY: _____

W. E. Muno
William E. Muno, Director
Superfund Division
United States
Environmental Protection Agency
Region 5

DATE: _____

10/4/01

Exhibit B

Corporation Service Company
2711 Centre Road Suite 400, Wilmington, DE, 19808
(302) 636-5400

4/5/02

United States Corporation Company

The Prentice-Hall Corporation System, Inc.

NOTICE OF SERVICE OF PROCESS

Date Processed: 04-SEP-02

Transmittal #: IL1511269C

ALL

To: ANN MCCLURE
MESTEK, INC.
260 N. ELM ST.
WESTFIELD MA 01085

Redirect sent to:

TYPE OF REPRESENTATION: Statutory

We enclose the following documents which were served upon:

as registered agent in Illinois for
Illinois Corporation Service Company

MET-COIL SYSTEMS CORPORATION (ID#: 2005843)
Documents were served on 04-SEP-02 via Personal Service ID#: N/A

Title of Action: VIRGINIA HALLMER
vs. THE LOCKFORMER COMPANY, ET AL.
Court: CIRCUIT COURT OF COOK COUNTY, IL
Nature of Case: Personal Injury

Case #: 02L 011022

☒ Summons
☒ Complaint
☐ Garnishment
☐ Subpoena
☐ Notice of Mechanic's Lien
☐ Notice of Attorney's Lien
☐ Notice of Default Judgment
☒ Other: AFFIDAVIT; EXHIBITS "A" - "B"

☐ A self-addressed stamped envelope enclosed
☐ Duplicate copies of the Notice and Acknowledgement enclosed

Answer Due: WITHIN 30 DAYS AFTER SERVICE
Documents Sent: Federal Express ID#: 608541111711
Call Placed: No call placed Spoke to: N/A
Comments: JURY DEMAND

Attorney for Claimant:
EDMUND J. SCANLAN
LAW OFFICES OF EDMUND J. SCANLAN LTD.
134 N. LASALLE ST., SUITE 1700
CHICAGO, IL 60602
312 372 0020

Form Prepared By: Janelle Watkins

Please acknowledge receipt of this notice and the enclosures by signing and returning the acknowledgement copy.

Original Client Copy - for your records

The information on this transmittal is provided for use in forwarding the attached documents. This information does not constitute a legal opinion as to the facts or details of this action. These should be obtained from the documents themselves. The receiver of this transmittal is responsible for interpreting the documents and for taking appropriate action. If you have received only a copy of the transmittal, you should be aware that the documents have been sent to the original addressee. You should contact that addressee for details or interpretations of the content of those documents.

09/26/2002 09:40 FAX 312 201 2555

WILDMAN HARROLD

0003

SEP-25-2002 18:03

LAW DEPARTMENT

973 455 5904 P.03/03

CT System

Service of Process Transmittal Form

Chicago, Illinois

09/13/2002

Via Federal Express (2nd Day)

TO: Margaret M. Johnson
Honeywell International Inc.
101 Columbia Road
PO Box 2245
Morristown, NJ 07962-2245

SEP 13 2002

RE: PROCESS SERVED IN ILLINOIS

FOR Honeywell International Inc. Domestic State: De

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

1. TITLE OF ACTION: Virginia Hallmer vs The Lockformer Company, et al including HONEYWELL INTERNATIONAL, INC.
2. DOCUMENT(S) SERVED: Summons, Complaint, Exhibits
3. COURT: Circuit Court of Cook County, Illinois, County Department, Law Division
Case Number 02L011022
4. NATURE OF ACTION: Alleged personal injuries and/or wrongful death resulting from prolonged exposure to trichloroethylene (TCE). Amount claimed: \$75,000 in excess.
5. ON WHOM PROCESS WAS SERVED: CT Corporation System, Chicago, Illinois
6. DATE AND HOUR OF SERVICE: By Process server on 09/13/2002 at 08:30
7. APPEARANCE OR ANSWER DUE: Within 30 days after Service
8. ATTORNEY(S): Edmund J. Scanlan, Ltd. 312-372-0020
134 North LaSalle
Chicago, IL 60602

9. REMARKS:

SIGNED CT Corporation System
PER Angela McAley
ADDRESS 208 South LaSalle Street
Chicago, IL 60604
SOP WS 0004777097

Information contained on this transmittal form is recorded for CT Corporation System's record keeping purposes only and to permit quick reference for the recipient. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information that can be obtained from the documents themselves. The recipient is responsible for interpreting the documents and for taking the appropriate action.

TOTAL P.03

Corporation Service Company
2711 Centerville Road Suite 400, Wilmington, DE, 19808
(302) 636-5400

SEP 4 2002

United States Corporation Company

The Prentice-Hall Corporation System, Inc.

NOTICE OF SERVICE OF PROCESS

Date Processed: 03-SEP-02

Transmittal #: MA1510381P

ALL

To: ANN MCCLURE
MESTEK, INC.
260 N. ELM ST.
WESTFIELD MA 01085

Redirect sent to:

TYPE OF REPRESENTATION: Statutory

We enclose the following documents which were served upon:

as registered agent in Massachusetts The Prentice-Hall Corporation System, Inc.
for

Documents were served on 03-SEP-02 via Personal Service MESTEK, INC. (ID#: 0257706)

ID#: N/A

Title of Action: SEE ENCLOSED RIDER
vs. The Lockformer Company, et al
Court: Circuit Court of Cook County, IL
Nature of Case: Environmental

Case #: SEE ENCLOSED RIDER

☒ Summons
☒ Complaint
☐ Garnishment
☐ Subpoena

☐ Notice of Mechanic's Lien
☐ Notice of Attorney's Lien
☐ Notice of Default Judgment

☐ A self-addressed stamped
envelope enclosed
☐ Duplicate copies of the Notice
and Acknowledgement enclosed

☒ Other: Exhibit A, etc.

Answer Due: 30 days
Documents Sent: Federal Express
Call Placed: No call placed
Comments: N/A

ID#:
Spoke to: N/A

Attorney for Claimant:
Edmund J. Scanlan
Law Offices of Edmund J. Scanlan Ltd
134 North LaSalle Street, Suite 1700
Chicago, IL 60602
(312) 372-0020

Form Prepared By: Bernardo Montanez

Please acknowledge receipt of this notice and the enclosures by signing and returning the acknowledgement copy.

Original Client Copy - for your records

The information on this transmittal is provided for use in forwarding the attached documents. This information does not constitute a legal opinion as to the facts or details of this action. These should be obtained from the documents themselves. The receiver of this transmittal is responsible for interpreting the documents and for taking appropriate action. If you have received only a copy of the transmittal, you should be aware that the documents have been sent to the original addressee. You should contact that addressee for details or interpretations of the content of those documents.

Corporation Service Company
2711 Centerville Road Suite 400, Wilmington, DE, 19808
(302) 636-5400

United States Corporation Company

The Prentice-Hall Corporation System, Inc.

DEFENDANT: The Lockformer Company, et al**TRANSMITTAL #:** MA1510381P

CASE #:

02L 011020

02L 011022

PLAINTIFF:

DENISE ANN EHRHART

VIRGINIA HALLMER

The information on this transmittal is provided for use in forwarding the attached documents. This information does not constitute a legal opinion as to the facts or details of this action. These should be obtained from the documents themselves. The receiver of this transmittal is responsible for interpreting the documents and for taking appropriate action. If you have received only a copy of the transmittal, you should be aware that the documents have been sent to the original addressee. You should contact that addressee for details or interpretations of the content of these documents.

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

VIRGINIA HALLMER,

Plaintiff,

vs.

THE LOCKFORMER COMPANY, a
Division of MET-COIL SYSTEMS
CORPORATION, a Delaware corp.;
MESTEK, INC., a Pennsylvania corp.;
HONEYWELL INTERNATIONAL, INC.,
a Delaware corp.; and CARLSON
ENVIRONMENTAL, INC., an Illinois
corp.,

Defendants.

No.:

PLEASE SERVE:

SEE ATTACHED SERVICE LIST

SUMMONS

To each defendant:

YOU ARE SUMMONED and required to file an answer to the complaint in this case, a copy of which is attached, or otherwise file an appearance in the office of the Clerk of this Court (located in the Richard J. Daley Center, Room 801, Chicago, Illinois 60602) within 30 days after service of this summons, not counting the day of service. IF YOU FAIL TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE RELIEF ASKED IN THE COMPLAINT.

To the officer:

This summons must be returned by the officer or other person to whom it was given for service with endorsement of service and fees, if any, immediately after service. If service cannot be made, this summons shall be returned so endorsed. This summons may not be served later than 30 days after its date.

A true copy Attached:

9/3/02 *Catter*
Deputy Sheriff Suffolk County

WITNESS. AUG 28 2002, 2002

Clerk of **DOROTHY BROWN**
CLERK OF CIRCUIT COURT

EDMUND J. SCANLAN LTD.
Attorney for Plaintiff
134 North LaSalle, #1700
Chicago, IL 60602
(312) 372-0020
Attorney No.: 25586

Date of service: 2002
(To be inserted by officer on copy left
with defendant or other person)

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

Served on Mester
only 9/3/02

001 011722
001 011722
001 011722

Exhibit C

020476

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

VIRGINIA HALLMER

Plaintiff,

vs.

THE LOCKFORMER COMPANY, a
division of MET-COIL SYSTEMS
CORPORATION, a Delaware corp.;
MESTEK, INC., a Pennsylvania corp.;
HONEYWELL INTERNATIONAL,
INC. a Delaware corp., and CARLSON
ENVIRONMENTAL, INC., an
Illinois corp.

Defendants.

No. 02 L 11022

Motion Call I

NOTICE OF FILING

TO:

Mr. Edmund J. Scanlan

Edmund J. Scanlan Ltd.

134 North LaSalle Street, Suite 1700

Chicago, Illinois 60602

Phone: 372-0020 / Fax: 372-1211

Mr. Anthony G. Hopp

Wildman, Harrold, Allen & Dixon

225 West Wacker Drive, Suite 3000

Chicago, Illinois 60606-1229

Phone: 201-2562 / Fax: 201-2555

George N. Vurdelja

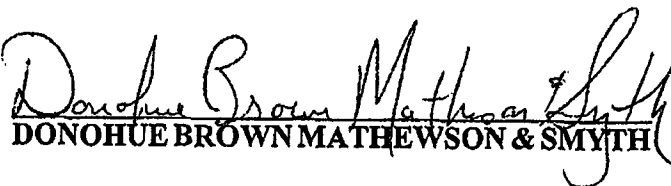
Vurdelja & Heaphy

120 North LaSalle Street, Suite 1150

Chicago, Illinois 60602

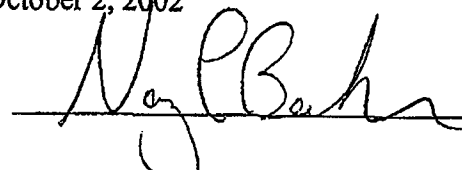
Phone: 345-2000 / Fax: 345-2005

PLEASE TAKE NOTICE that on October 2, 2002 we filed with the Clerk of the Court of Cook County, Illinois the **DEFENDANTS' NOTICE OF REMOVAL UNDER 28 U.S.C. §1441(a)**


DONOHUE BROWN MATHEWSON & SMYTH

PROOF OF SERVICE

I, Nancy P. Becker, a non-attorney, on oath hereby certifies under penalties of perjury as provided by law pursuant to Ill. Rev. Stat., ch. 110, par. 1-109 [735 ILCS 5/1-109], that the above notice and any attached pleadings were () personally delivered or (X) placed in the U.S. mail at 140 South Dearborn Street, Chicago, Illinois, with first class postage prepaid and directed to the parties at the addresses set forth above (at) (before) 5:00 p.m. on October 2, 2002



020476 J825

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

VIRGINIA HALLMER

Plaintiff,

vs.

THE LOCKFORMER COMPANY, a
division of MET-COIL SYSTEMS
CORPORATION, a Delaware corp.;
MESTEK, INC., a Pennsylvania corp.;
HONEYWELL INTERNATIONAL,
INC. a Delaware corp., and CARLSON
ENVIRONMENTAL, INC., an
Illinois corp.

Defendants.

No. 02 L 11022

Motion Call I

**DEFENDANTS' NOTICE OF
REMOVAL UNDER 28 U.S.C. § 1441(a)**

NOW COME Defendants, THE LOCKFORMER COMPANY, a division of MET-COIL SYSTEMS CORPORATION, a Delaware corporation; MESTEK, INC., a Pennsylvania corporation; and HONEYWELL INTERNATIONAL, INC., a Delaware corporation, by counsel, and pursuant to 28 U.S.C. § 1441(a), hereby remove this case from the Circuit Court of Cook County, Illinois to the United States District Court for the Northern District of Illinois, and in support of their Notice of Removal, state as follows:

1. This case is a civil action over which the United States District Court for the Northern District of Illinois has original jurisdiction pursuant to 28 U.S.C. § 1332, and is one which may be removed to the United States District Court for the Northern District of Illinois by these defendants pursuant to 28 U.S.C. § 1441(a).

2. Plaintiff is a resident of the State of Illinois. See Plaintiff's Complaint, ¶ 1, attached as Exhibit A.

3. Defendant, The Lockformer Company, is a Delaware corporation having its principal place of business in the State of Iowa. See Exhibit A, ¶ 2.

4. Defendant, Mestek, Inc., is a Pennsylvania corporation having its principal place of business in the Commonwealth of Massachusetts. See Exhibit A, ¶ 3.

5. Defendant, Honeywell International, Inc., is a Delaware corporation. See Exhibit A, ¶ 4.

6. The amount in controversy in this action exceeds \$75,000. See Exhibit A, p. 13.

7. The sole non-moving defendant, Carlson Environmental, Inc. ("Carlson"), is a sham defendant who owed no legal duty to the plaintiff and is evidently named as a defendant in this action solely for the purpose of defeating the diversity jurisdiction of this court.

8. The plaintiff alleges that Carlson was retained by Lockformer to perform testing to determine the nature and extent of groundwater contamination in the proximity of the Lockformer plant. (Exhibit A, ¶¶ 74-75.) The plaintiff then simply concludes that Carlson "had a duty to act in good faith and to exercise reasonable care in its investigation and testing of groundwater contamination." (*Id.* at ¶ 82.) Although these allegations would suffice to establish a legal duty owed by Carlson to Lockformer, they do not suffice to establish a legal duty owed by Carlson to the plaintiff. The plaintiff does not allege that Carlson owed her a duty of reasonable care in investigating and testing of groundwater. The plaintiff cannot in good faith allege a legal duty owed to her by Carlson, because no such duty exists or ever has existed.

9. Furthermore, any duty owed by Carlson is defined by the terms of the contract between Carlson and Lockformer. *See, e.g., Ferentchak v. Village of Frankfort*, 105 Ill. 2d 474, 482, 475 N.E.2d 822, 826 (1985) (holding that the scope of the duty, whether in tort or contract, between contracting parties, is determined by the terms of the contract).

10. The plaintiff does not and cannot allege that the contract between Lockformer and Carlson state that the plaintiff is an intended beneficiary of their agreements. *See, e.g., Altevogt v. Brinkoetter*, 85 Ill.2d 44, 54-55, 421 N.E.2d 182, 187 (1981) (holding that a third party may only recover under a contract if the contracting parties have manifested in their contract an intent to confer benefit upon the third party.)

11. The plaintiff does not and cannot allege that the terms of the agreements demonstrate that Carlson either undertook to protect the plaintiff or assumed any duty that Lockformer may have owed to the plaintiff.

12. Because the plaintiff cannot establish that Carlson owed her any duty in tort or contract under Illinois law, Carlson is a sham defendant fraudulently joined to defeat this Court's jurisdiction.

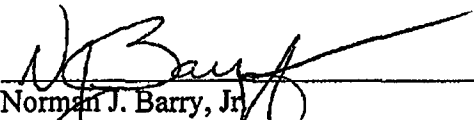
13. Attached hereto and marked Exhibit B are true and accurate copies of the Summonses served upon each of the removing defendants less than 30 days ago. There are no other "process, pleadings, and orders" received by these defendants in this case.

14. Attached hereto and marked Exhibit C is a copy of this Notice of Removal filed in the Circuit Court of Cook County, Illinois on October 2, 2002.

WHEREFORE, defendants respectfully remove this case from the Circuit Court of Cook County, Illinois to the United States District Court for the Northern District of Illinois.

Respectfully submitted,

By:


Norman J. Barry, Jr.
Attorneys for Defendant,
THE LOCKFORMER COMPANY,
a division of MET-COIL SYSTEMS CORPORATION

Norman J. Barry, Jr. #124478
John J. Duffy #6224834
Charles E. Harper, Jr. #6269908
DONOHUE BROWN
MATHEWSON & SMYTH
140 South Dearborn St., Suite 700
Chicago, Illinois 60603
312-422-0907

By:

George N. Vurdelja
Attorneys for Defendant,
MESTEK, INC.

George N. Vurdelja
VURDELJA & HEAPHY
120 North LaSalle Street, Suite 1150
Chicago, Illinois 60602
Phone: 312-345-2000

By:

Anthony G. Hopp
Attorneys for Defendant,
HONEYWELL INTERNATIONAL, INC.

Mr. Anthony G. Hopp
WILDMAN, HARROLD,
ALLEN & DIXON
225 West Wacker Drive, Suite 3000
Chicago, Illinois 60606-1229
Phone: 312-201-2562

WHEREFORE, defendants respectfully remove this case from the Circuit Court of Cook County, Illinois to the United States District Court for the Northern District of Illinois.

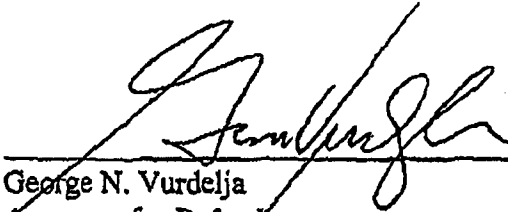
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Norman J. Barry, Jr.
Attorneys for Defendant,
THE LOCKFORMER COMPANY,
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Charles E. Harper, Jr. #6269908
DONOHUE BROWN
MATHEWSON & SMYTH
140 South Dearborn St., Suite 700
Chicago, Illinois 60603
312-422-0907

By:



George N. Vurdelja
Attorneys for Defendant,
MESTEK, INC.

George N. Vurdelja
VURDELJA & HEAPHY
120 North LaSalle Street, Suite 1150
Chicago, Illinois 60602
Phone: 312-345-2000

By:

Anthony G. Hopp
Attorneys for Defendant,
HONEYWELL INTERNATIONAL, INC.

Mr. Anthony G. Hopp
WILDMAN, HARROLD,
ALLEN & DIXON
225 West Wacker Drive, Suite 3000
Chicago, Illinois 60606-1229
Phone: 312-201-2562

WHEREFORE, defendants respectfully remove this case from the Circuit Court of Cook County, Illinois to the United States District Court for the Northern District of Illinois.

Respectfully submitted,

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Norman J. Barry, Jr.
Attorneys for Defendant,
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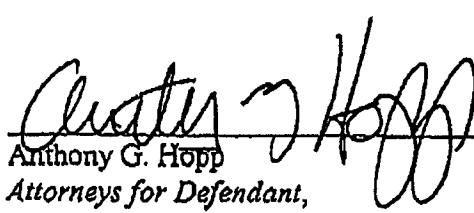
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John J. Duffy #6224834
Charles E. Harper, Jr. #6269908
DONOHUE BROWN
MATHEWSON & SMYTH
140 South Dearborn St., Suite 700
Chicago, Illinois 60603
312-422-0907

By:

George N. Vurdelja
Attorneys for Defendant,
MESTEK, INC.

George N. Vurdelja
VURDELJA & HEAPHY
120 North LaSalle Street, Suite 1150
Chicago, Illinois 60602
Phone: 312-345-2000

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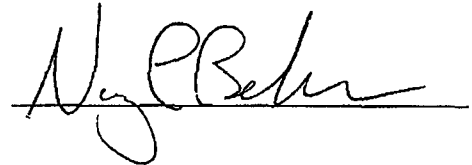


Anthony G. Hopp
Attorneys for Defendant,
HONEYWELL INTERNATIONAL, INC.

Mr. Anthony G. Hopp
WILDMAN, HARROLD,
ALLEN & DIXON
225 West Wacker Drive, Suite 3000
Chicago, Illinois 60606-1229
Phone: 312-201-2562

PROOF OF SERVICE

I, Nancy P. Becker, a non-attorney, on oath hereby certify under penalties of perjury as provided by law pursuant to Ill. Rev. Stat., ch. 110, par. 1-109 [735 ILCS 5/1-109], that the above-mentioned pleading, **DEFENDANTS' NOTICE OF REMOVAL UNDER 28 U.S.C. §1441(a)** was () personally delivered; () sent via facsimile number 312-422-0909 in Chicago, Illinois directed to the parties at the facsimile numbers set forth below; or (X) placed in the U.S. mail at 140 South Dearborn Street, Chicago, Illinois, with first class postage prepaid and directed to the parties at the addresses set forth below before 5:00 p.m. on October 2, 2002

A handwritten signature in black ink, appearing to read "Nancy P. Becker", is written over a horizontal line.

Attorneys for Plaintiff:

Mr. Edmund J. Scanlan
Law Offices of Edmund J. Scanlan Ltd.
134 North LaSalle Street
Suite 1700
Chicago, Illinois 60602
Phone: 372-0020 / Fax: 372-1211

Attorneys for Honeywell:

Mr. Anthony G. Hopp
Wildman, Harrold, Allen & Dixon
225 West Wacker Drive
Suite 3000
Chicago, Illinois 60606-1229
Phone: 201-2562 / Fax: 201-2555

Attorneys for Mestek

George N. Vurdelja
Vurdelja & Heaphy
120 North LaSalle Street
Suite 1150
Chicago, Illinois 60602
Phone: 345-2000 / Fax: 345-2005