

THE STATE OF NEW HAMPSHIRE

STRAFFORD, SS

SUPERIOR COURT

State of New Hampshire
Department of Environmental Services

v.

Universal Recycling Technologies, LLC

Docket No.: 210-2015 – CV 00236

CONSENT DECREE

NOW COME the Petitioner, the State of New Hampshire Department of Environmental Services (hereinafter “State” or “Department”), by and through its attorneys, the Office of the Attorney General, and the Respondent, Universal Recycling Technologies, LLC (“URT”), by and through its attorneys, Nixon Peabody LLP, and hereby agree to the following settlement of claims asserted by the State in this case.

A. INTRODUCTION

1. The Department, located at 29 Hazen Drive, P.O. Box 95, Concord, New Hampshire, 03302-0095, is the State agency responsible for the administration and enforcement of New Hampshire’s Hazardous Waste Management Act, RSA chapter 147-A, and the administrative rules adopted thereunder.

2. RSA 147-A:17, I, authorizes the State to seek a civil forfeiture of up to fifty thousand dollars (\$50,000.00) against a person for each day of each continuing violation of any provision of RSA 147-A or any rules adopted relative to RSA 147-A.

3. Respondent, URT is a Wisconsin corporation with its principal offices and mailing address at 2535 Beloit Avenue, Janesville, Wisconsin 53456 and its principal New

Hampshire offices and mailing address at 61 Industrial Park Drive, Dover, New Hampshire 03820.

4. There has been no trial on any issue of fact or law in this matter, no admission of liability by URT, nor any judicial determination of liability, the State and URT, wishing to avoid the expense of litigation, and in an effort to work cooperatively in resolving this matter, agree that settlement of this matter is in the public interest and that entry of this Decree without further litigation is an appropriate way to resolve the dispute, and the parties consent to the entry of this Decree as an Order of the Court.

NOW THEREFORE, it is hereby ORDERED, ADJUDGED and DECREED as follows:

B. JURISDICTION AND VENUE

4. This Court has jurisdiction over the parties and this action pursuant to RSA 147-A:4, RSA 147-A:9 and RSA 147-A:17 (2005). Venue is proper in this county because URT's New Hampshire facility is located in Dover, New Hampshire.

C. CIVIL FORFEITURE

5. URT shall be assessed a total civil forfeiture of two hundred thousand dollars (\$200,000.00), in exchange for a release and full settlement of the specific violations alleged in the Petition relating to hazardous waste statutes and rules committed at the URT facility located at 61 Industrial Park Drive, Dover, New Hampshire.

6. The total civil forfeiture provided by this Decree shall be satisfied through cash payment in the amount of two hundred thousand dollars (\$200,000.00) to the State's Hazardous Waste Cleanup Fund established by RSA 147-B.

7. The cash payment portion of the total civil forfeiture of two hundred thousand dollars (\$200,000.00) shall be deposited into the State's Hazardous Waste Cleanup Fund, established by RSA 147-B, in the following manner. URT shall pay five installments of forty

thousand dollars (\$40,000.00) over five years beginning on December 30, 2015 and each year thereafter with the final payment to be made on or before December 30, 2019.

8. The cash payment due to the State under this Decree shall be due and payable without any demand from the State. The payment shall be delivered by hand or certified mail to the Office of the Attorney General, Environmental Protection Bureau, 33 Capitol Street, Concord, New Hampshire, 03301, Attn: Mary E. Maloney, Assistant Attorney General. URT shall pay interest on any late payment, which interest shall accrue at a rate of 10% per annum, per RSA 336:1, I.

9. No payment made under this decree shall be tax deductible.

D. OTHER TERMS AND CONDITIONS

12. The Department, by and through the Attorney General, releases and covenants not to sue or take any administrative action against URT and its successors and assigns for the violations alleged in the Petition or for violations that might have been alleged based on specific material facts alleged in the Petition, through the effective date of this Decree. The State expressly reserves the right to sue or to bring administrative actions against URT and its successors and assigns with regard to claims or liability for violations not alleged in the State's Petition and URT reserves any and all defenses with regard to such State claims. The State and URT each also reserves the right to bring an action to enforce the terms of this Decree.

13. The parties acknowledge that URT and its successors and assigns have a continuing obligation to remain in compliance with all applicable federal and state laws, rules and permits relating to its facility. The State reserves the right to bring any administrative, civil, or criminal action for any hazardous waste, solid waste, or other environmental violation arising after the effective date of this Decree. This reservation of rights includes, but is not limited to,

violations that occur in connection with the terms of this Decree. URT reserves any and all defenses with regard to such State claims.

14. It is the intention of the parties that this Decree be entered and enforced as an Order of the Court, subject to all the power of the Court at law and equity. URT acknowledges that any violation of the Decree or the agreements reflected herein may be cause for URT being adjudged in contempt of court and hereby waives any objections to jurisdiction or service of process if such remedy is sought by the State.

15. The State's failure to enforce any provision of this Decree after any breach or default shall not be deemed a waiver of its right to enforce each and all of the provisions of this Decree upon further breach or default.

16. This Decree contains the entire agreement of the parties, and any material modifications hereto must be agreed to in writing by both URT and the State, acting through the Attorney General's Office, and filed with the Court. The parties may agree in writing without Court approval of non-material modification, such as modification to schedules established by this Decree with no effect on statutory, regulatory, or permitted obligations. Such non-material modifications become effective upon execution by both parties.

17. The effective date of this Decree shall be the date upon which it is entered as an Order of the Court.

18. This Decree shall be construed in accordance with the laws of New Hampshire.

19. Each party shall bear its own costs and attorneys' fees.

20. This matter may be closed after ninety (90) days of the Court's approval of this Decree. The Court shall retain jurisdiction of this matter for purposes of enforcement of the Decree and shall reopen the case upon motion by either party for enforcement of its terms.

THE STATE OF NEW HAMPSHIRE

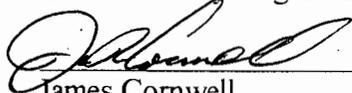
By its attorney,
JOSEPH A. FOSTER
ATTORNEY GENERAL

Dated: ~~Nov.~~ ^{Dec.} 7, 2015

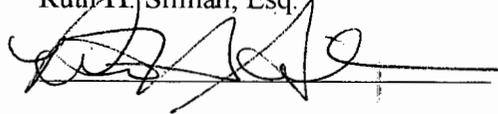
By: 

~~Mary E. Maloney, N.H. Bar #1603~~
Assistant Attorney General
Environmental Protection Bureau
33 Capitol Street
Concord, NH 03301-6397
(603) 271-3679

Dated: Nov. 30, 2015

Universal Recycling Technologies, LLC,
By: 
James Cornwell,
President
2535 Beloit Avenue
Janesville, Wisconsin 53546

Dated: ^{Dec.} Nov. 4, 2015

COUNSEL FOR URT, LLC
Ruth H. Silman, Esq.
By: 

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Ruth H. Silman, Of Counsel
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I hereby enter this Consent Decree as an Order of the Court.

Dated and entered this 16th day of December, 2015.



Justice of the Superior Court

**STEVEN M. HOURAN
PRESIDING JUSTICE**