

STATE OF VERMONT

SUPERIOR COURT  
BENNINGTON UNIT

CIVIL DIVISION  
Docket No.      Bncv

STATE OF VERMONT, AGENCY OF  
NATURAL RESOURCES,  
Plaintiff,

v.

SAINT-GOBAIN PERFORMANCE  
PLASTICS CORPORATION,  
Defendant.

PLEADINGS BY AGREEMENT

The State of Vermont, Agency of Natural Resources, by and through Vermont Attorney General Thomas J. Donovan, Jr., and Defendant Saint-Gobain Performance Plastics Corporation, by their undersigned counsel, hereby submit these pleadings by agreement pursuant to Vermont Rule of Civil Procedure 8(g).

THE STATE'S ALLEGATIONS

*The Parties*

1. The State of Vermont Agency of Natural Resources (ANR) is a state agency created through 3 V.S.A. § 2802.
2. Saint-Gobain Performance Plastics Corporation (Defendant) is a California corporation with offices and operations in the United States. From approximately 2000-2002, Defendant owned and operated a fabric coating facility at 1030 Water Street in the Village of North Bennington, Vermont.

Office of the  
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109 State Street  
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### ***Statutory Scheme***

3. ANR has authority to regulate hazardous materials and solid and hazardous waste through 10 V.S.A. Chapter 159 and administrative rules and procedures adopted under that authority.

4. Pursuant to 10 V.S.A. § 6615(a) and (b) and 10 V.S.A. § 1283(c), ANR may recover its costs of investigation, removal, mitigation, and remediation for releases of hazardous materials, and may require a responsible person to take necessary removal and remedial actions.

5. Pursuant to 3 V.S.A. Chapter 7, the Attorney General has the general supervision of matters and actions on behalf of the State, and may settle such matters as the interests of the State require.

### ***Facts***

#### Perfluorooctanoic Acid (PFOA) Release and Agency Response

6. From approximately 1968 to 1978, Chemical Fabrics Corporation (Chemfab) operated a fabric coating facility at 108 Northside Drive in the Town of Bennington, Vermont.

7. In 1978, Chemfab moved from the Northside Drive facility to a facility at 1030 Water Street in the Village of North Bennington, Vermont.

8. In 2000, Defendant acquired Chemfab.

9. From approximately 2000-2002, Defendant continued fabric coating operations at the Water Street facility.

10. PFOA was contained in certain polytetrafluoroethylene (PTFE) coatings purchased by Chemfab and Saint-Gobain from third parties and used at the Northside Drive and Water Street facilities (Facilities) to coat fabrics.

11. PFOA is a synthetic, fully fluorinated, organic acid used in a variety of consumer products and industrial applications.

12. In February 2016, ANR received a complaint that Defendant's fabric coating operation may have resulted in the release of PFOA into the environment.

13. In response to the complaint, ANR sampled several drinking water wells in the area of the Water Street facility and found PFOA to be present in the wells.

14. As a result of the presence of PFOA in drinking water wells, ANR initiated a response action that has included sampling additional wells, providing bottled water, and overseeing State contractor and Defendant's response activities.

- a. ANR has sampled approximately 592 drinking water wells in the Village of North Bennington, Town of Bennington, and Town of Shaftsbury.
- b. Of those 592 wells sampled, 298 contained PFOA concentrations at or above 20 parts per trillion (ppt). 20 ppt is Vermont's primary groundwater quality standard for PFOA.

Defendant's Response Activities

15. By letter dated March 1, 2016, ANR notified Defendant that ANR had determined Defendant may be responsible for cleanup actions.

16. Defendant has voluntarily cooperated with ANR with respect to response activities, including paying for the sampling of soils, surface water, groundwater, and drinking water supply wells in the Bennington and North Bennington area; providing bottled water to residents in Bennington and North Bennington; paying for the installation of point-of-entry treatment (POET) systems on private drinking water wells in which PFOA has been detected at concentrations at or above 20 ppt; and paying for municipal water lines to be extended to certain residences along Northside Drive.

17. Defendant has developed a Conceptual Site Model identifying potential sources and pathways of PFOA in portions of the Village of North Bennington, Town of Bennington, and Town of Shaftsbury.

18. Defendant has developed a comparative analysis of corrective action alternatives with respect to drinking water and groundwater remediation in Corrective Action Area I as defined in Appendix B to the Consent Order.

19. The response activities performed to date by Defendant and the State have ensured that residents have drinking water that meets state and federal standards and advisory levels while the State and Defendant cooperate to implement the additional response activities provided for in the Consent Order.

ANR's Determinations

20. The Facilities released PFOA and caused and/or contributed to PFOA contamination in areas including, but not necessarily limited to, Corrective Action Area I.

21. Pathways for the PFOA contamination include, but are not necessarily limited to, airborne emissions through stacks at the Facilities.

22. Saint-Gobain is liable pursuant to 10 V.S.A. § 6615 and 10 V.S.A. § 1283 for the release of the hazardous material PFOA, response costs, and resulting contamination in the area including, but not necessarily limited to, Corrective Action Area I.

**DEFENDANT'S RESPONSE TO THE ALLEGATIONS**

Defendant answers the preceding allegations as follows:

23. Defendant admits the allegations set forth in paragraphs 1 through 2, 6 through 11, and 15 through 19.

24. The allegations in paragraphs 3 through 5 set forth the purported statutory scheme in Vermont, to which no response is necessary.

25. Defendant denies the allegations and conclusions set forth in paragraphs 12 through 14 and 20 through 22.

**STIPULATION**

26. Notwithstanding paragraph 25, the State and Defendant have agreed to a Stipulation for Entry of Consent Order and Consent Order, which has been executed by the parties and is being filed in this action together with these

Pleadings by Agreement and stipulation. This agreement is made in compromise of disputed claims and is not an admission of liability by Defendant, and Defendant expressly denies the allegations as set forth in paragraph 25.

27. The Consent Order is in the parties' interests because it will memorialize areas of agreement between the State and Defendant and facilitate remediation and long-term management of groundwater and drinking water in Corrective Action Area I.

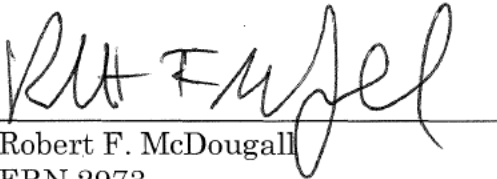
28. The parties agree and request that the Court withhold entry of the Consent Order for 30 days to allow for public notice and comment with ANR.

DATED at Montpelier, Vermont this 25th day of July, 2017.

STATE OF VERMONT

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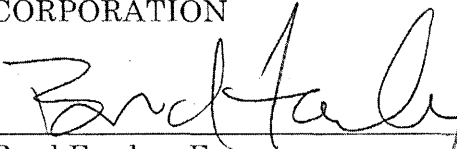
Davis 2

Montpelier, VT 05620-3901

Dated at Brattleboro, Vermont, this 24th day of July, 2017.

SAINT-GOBAIN PERFORMANCE PLASTICS  
CORPORATION

By:



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