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Subject to that limitation, Defendant admits that the facility refined alumina and that red mud was stored on the property.

4. The averments in paragraph 462 are compound. Defendant lacks sufficient information to allow it to determine the truth or falsity of all of the averments and is unable to respond at this time, and therefore denies the same. Subject to that limitation, Defendant admits that SCRG is an L.L.L.P., with its principal place of business at the time the complaint was filed in this matter was Boston, Massachusetts.

5. The averment in paragraph 463 is denied as stated. Subject to that limitation, Defendant admits that SCRG purchased the property on June 22, 2002 and remains the owner.

6. As to paragraph 464, the averments in this paragraph are compound. Defendant lacks sufficient information to allow it to determine the truth or falsity of the averments and is unable to respond at this time, and therefore denies the same. Subject to that limitation, Defendant admits that the facility refined alumina from bauxite ore and that the byproduct, red mud, was disposed of under applicable permits from and agreements with the USVI government on the property prior to SCRG's ownership of the facility.

7. As to paragraph 465, the averments in this paragraph are compound. Defendant lacks sufficient information to allow it to determine the truth or falsity of the averments and is unable to respond at this time, and therefore denies the same. Subject to that limitation, Defendant admits that the facility refined alumina from bauxite

ore prior to SCRG's ownership of the facility and that red mud is stored on the property. Any documents quoted speak for themselves.

8. As to paragraph 466, the averments in this paragraph are compound. Defendant lacks sufficient information to allow it to determine the truth or falsity of the averments and is unable to respond at this time, and therefore denies the same. Any documents quoted speak for themselves.

9. As to paragraph 467, the averments in this paragraph are compound. Defendant lacks sufficient information to allow it to determine the truth or falsity of the averments "from the beginning" and is unable to respond at this time, and therefore denies the same. Subject to that limitation, Defendant admits that the facility refined alumina from bauxite ore and that red mud was stored on the property and that red mud has migrated off of the piles.

10. As to paragraph 468, the averments in this paragraph are compound. Defendant lacks sufficient information to allow it to determine the truth or falsity of the averments and is unable to respond at this time, and therefore denies the same. Subject to that limitation, Defendant admits that the building construction of the facility included structural applications of asbestos.

11. As to paragraph 469, the averments in this paragraph are compound. Defendant lacks sufficient information to allow it to determine the truth or falsity of the averments "in 1995" and is unable to respond at this time, and therefore denies the same. Subject to that limitation, Defendant admits that the facility refined alumina from

bauxite ore and that bauxite ore was stored on the property in an A-Frame structure called the bauxite storage shed.

12. As to paragraph 470 the averments in this paragraph are compound. Defendant lacks sufficient information to allow it to determine the truth or falsity of the averments "previous owners" did particular acts, and is unable to respond at this time, and therefore denies the same. Subject to that limitation, Defendant admits that the facility refined alumina from bauxite ore prior to SCRG's ownership of the facility and that bauxite ore and red mud are stored on the property.

13. With regard to paragraph 471, Defendant admits that prior to its purchase of the property there had been a water borne release of red mud away from the direction of plaintiffs' houses. Defendant admits that thereafter the piles were under the control of SCA and/or AWA and/or DPNR -- and that when SCRG did attempt to act to prevent releases, it was stopped by those parties.

14. SCRG denies the averments in paragraphs 472 and 473. As to paragraph 474, the averments in this paragraph are compound and conclusory. Defendant lacks sufficient information to allow it to determine the truth or falsity of the averments and is unable to respond at this time, and therefore denies the same.

15. As to paragraph 475, SCRG admits that SCA had a contractual duty to abate the structural asbestos and that it hired experts to do so, who certified that this had been fully and correctly done. SCRG thereafter discovered that additional asbestos was present contrary to that certification.

16. SCRG denies the averment in paragraph 476.

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17. SCRG denies the averment in paragraph 477.

18. SCRG denies the averment in paragraph 478.

19. As to paragraph 479, the averments in this paragraph are compound. Defendant lacks sufficient information to allow it to determine the truth or falsity of the averments and is unable to respond at this time, and therefore denies the same. Subject to that limitation, Defendant denies any concealment or failure to remediate.

20. As to paragraph 480, the averments in this paragraph are compound. Defendant lacks sufficient information to allow it to determine the truth or falsity of the averments and is unable to respond at this time, and therefore denies the same. Subject to that limitation, Defendant denies any concealment, false reporting or failure to remediate.

21. SCRG denies the averment in paragraph 481.

22. SCRG denies the averment in paragraph 482.

23. SCRG denies the averment in paragraph 483.

24. Defendant restates its responses with regard to paragraphs 1-483.

25. Paragraph 484 states a conclusion of law and is therefore denied.

26. Paragraph 485 states a conclusion of law and is therefore denied.

27. As to paragraph 486, the averments in this paragraph are compound. Defendant lacks sufficient information to allow it to determine the truth or falsity of the averments and is unable to respond at this time, and therefore denies the same. Subject to that limitation, Defendant admits that St. Croix is in a hurricane prone area and that the refinery lies at the end of the Alucroix Channel.

28. As to paragraph 487, the averments in this paragraph are compound. Defendant lacks sufficient information to allow it to determine the truth or falsity of the averments and is unable to respond at this time, and therefore denies the same.

29. As to paragraph 488, the averments in this paragraph are compound. Defendant lacks sufficient information to allow it to determine the truth or falsity of the averments and is unable to respond at this time, and therefore denies the same.

30. As to paragraph 489, the averments in this paragraph are compound. Defendant lacks sufficient information to allow it to determine the truth or falsity of the averments and is unable to respond at this time, and therefore denies the same.

31. As to paragraph 490, the averments in this paragraph are compound. Defendant lacks sufficient information to allow it to determine the truth or falsity of the averments and is unable to respond at this time, and therefore denies the same.

32. Paragraph 491 states a conclusion of law and fact and is therefore denied.

33. With regard to paragraph 492, Defendant restates its responses with regard to paragraphs 1-491.

34. Paragraph 493 states a conclusion of law and fact and is therefore denied.

35. Paragraph 494 states a conclusion of law and fact and is therefore denied.

36. Paragraph 495 states a conclusion of law and fact and is therefore denied.

37. Defendant denies the averment set forth in paragraph 496.

38. Paragraph 497 states conclusions of law and fact and is therefore denied.

39. Paragraph 498 states conclusions of law and fact and is therefore denied.

40. With regard to paragraph 499, Defendant restates its responses with regard to paragraphs 1-498.

41. Paragraph 500 states a conclusion of law and fact and is therefore denied.

42. Defendant denies the averment in Paragraph 501.

43. Defendant denies the averment in Paragraph 502.

44. Defendant denies the averment set forth in paragraph 503

45. Paragraph 504 states a conclusion of law and fact and is therefore denied.

46. With regard to paragraph 505, Defendant restates its responses with regard to paragraphs 1-504.

47. Paragraph 506 states a conclusion of law and fact and is therefore denied.

48. Defendant denies the averment in Paragraph 507.

49. Defendant denies the averment in Paragraph 508.

50. Defendant denies the averment set forth in paragraph 509, but admits that hurricanes occur on St. Croix and that some persons use water from cisterns.

51. Paragraph 510 states a conclusion of law and fact and is therefore denied.

52. Defendant denies the averment in Paragraph 511

53. Defendant denies the averments in Paragraph 512

54. Defendant denies the averments in Paragraph 513 and states that under a consent decree presented to this Court for its approval, the red mud piles will be covered. Moreover, prior to that, DPNR and/or SCA and/or AWA exercised control over remediation thereof.

55. Defendant denies the averment in Paragraph 514.

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56. With regard to paragraph 515, Defendant restates its responses with regard to paragraphs 1-514.

57 Paragraph 516 states a conclusion of law and fact and is therefore denied.

58. Defendant denies the averment in Paragraph 517.

59. With regard to paragraph 518, Defendant restates its responses with regard to paragraphs 1-517.

60. Defendant denies the averment set forth in paragraph 519.

WHEREFORE Defendant prays that the Court deny the relief sought and award fees and costs to the defendant.

AFFIRMATIVE DEFENSES

DEFENDANT SCRG'S FIRST DEFENSE

Some or all of Plaintiff's claims and causes of action fail to state a claim for which relief may be granted.

DEFENDANT SCRG'S SECOND DEFENSE

Some or all of Plaintiff's claims and causes of action are barred by the applicable statute of limitations.

DEFENDANT SCRG'S THIRD DEFENSE

SCRG is a Bona Fide Purchaser or innocent landowner and has certain defenses under applicable USVI law, protections under federal decrees, protections under USVI

orders and/or RCRA, CERCLA or other federal statutes or regulations, and thus this action should be dismissed.

DEFENDANT SCRG'S FOURTH DEFENSE

The Complaint seeks double or multiple recoveries for the same injury, which is not authorized by law.

DEFENDANT SCRG'S FIFTH DEFENSE

Plaintiffs' claims are barred by or should be reduced by Plaintiffs' own contributory actions resulting in some or all of the injuries in question.

DEFENDANT SCRG'S SIXTH DEFENSE

To the extent Plaintiffs seek to recover money damages for alleged future injuries, such future injuries are speculative, and recovery based thereon would violate SCRG's due process rights.

DEFENDANT SCRG'S SEVENTH DEFENSE

The alleged injuries and damages for which Plaintiffs seek recovery were caused by the intervening and superseding acts of Plaintiffs, or other third parties, over whom SCRG had no control and for whose acts SCRG is not liable; SCRG exercised due care with respect to any substance(s) concerned; and SCRG took reasonable precautions against foreseeable consequences of any such third party.

DEFENDANT SCRG'S EIGHTH DEFENSE

Plaintiff cannot recover from SCRG any more than SCRG's proportional share of any alleged injury, cost, or damage sought by Plaintiff.

DEFENDANT SCRG'S NINTH DEFENSE

Plaintiff's claims are barred by the doctrines of waiver, unclean hands, laches, and/or estoppel.

DEFENDANT SCRG'S TENTH DEFENSE

Some or all of Plaintiff's claims are pending in or have been determined by this or other Courts and are therefore barred by res judicata, issue preclusion, claims preclusion or law of the case.

DEFENDANT SCRG'S ELEVENTH DEFENSE

SCRG is entitled to an offset against any recovery of damages for the amount paid by any other liable party or the equitable share of the liability of any person that has received or will receive a release from liability or covenant not to sue from Plaintiff.

DEFENDANT SCRG'S TWELFTH DEFENSE

If the releases alleged in the Complaint occurred and have resulted in harm, which SCRG denies, one or more of the releases or threatened releases of a hazardous substance and the damages resulting there from resulted from one or more permitted releases.

DEFENDANT SCRG'S THIRTEENTH DEFENSE

If the releases alleged in the Complaint occurred and have resulted in harm, which SCRG denies, one or more of the releases or threatened releases of a hazardous substance and the damages resulting there from resulted from an Act of God.

DEFENDANT SCRG'S FOURTEENTH DEFENSE

If the releases alleged in the Complaint occurred and have resulted in harm, all of which SCRG denies, other necessary parties have not been made parties, so this action must be dismissed, or, in the alternative SCRG cannot be held jointly and severally liable for such harm, for the failure to join these necessary parties..

DEFENDANT SCRG'S FIFTEENTH DEFENSE

SCRG intends to rely upon all other applicable defenses as may become apparent during discovery in this action and reserves the right to amend its answer accordingly.

Dated: February 2, 2012

/s/ Joel H. Holt
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CERTIFICATE OF SERVICE

I hereby certify that on this 2nd day of February, 2012, I filed the foregoing with the Clerk of the Court, and hand-delivered said filing to the following:

Lee J. Rohn, Esq.
Law Office of Rohn and Carpenter, LLC
1101 King St.
Christiansted, VI 00820
Counsel for the Plaintiffs

/s/ Joel H. Holt