

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

1-30-006

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THE STATE OF NEW YORK, et al.,

Plaintiffs,

- against -

84 Civ. 0864 (JBW)

85 Civ. 2270 (JBW)

SHORE REALTY CORP., et al.,

CONSENT JUDGMENT

Defendants.

(AND RELATED ACTIONS)

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WHEREAS, the Attorney General of the State of New York having filed a first amended complaint (the "Complaint") in this matter pursuant to, inter alia, the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 et seq. ("CERCLA"); the Environmental Conservation Law of the State of New York §§ 27-0914 and 17-0501; and the Common Law for equitable relief and damages including the recovery of all response costs which the State alleges it has incurred and will incur under CERCLA and damages to natural resources in connection with alleged releases of hazardous substances at the facility known as the Applied Environmental Services/Shore Realty site located in Glenwood Landing, New York (hereinafter "Site");

WHEREAS, defendants Donald LeoGrande and Shore Realty Corp. having filed a third-party complaint against approximately ninety-five third-party defendants for contribution and/or indemnification;

WHEREAS, the State having filed a complaint against certain owners and operators, Docket No. CV-85-2270, which has been consolidated with this action;

WHEREAS, the State having filed and amended its Complaint to add approximately 120 New Defendants to this action, all pursuant to, inter alia, CERCLA, as amended by the Superfund Amendments and Reauthorization Act of 1986, Public Law No 99-499, 100 Stat. 1613 ("CERCLA/SARA");

WHEREAS, Third-Party Defendant Phillips Petroleum Company and others having filed a fourth-party complaint against Windsor Fuel Company, Inc., Joseph LeoGrande Sr. and Joseph LeoGrande, Jr. for contribution and/or indemnification, alleging that Windsor and its shareholders controlled Shore Realty Corp.;

WHEREAS, the New Defendants having filed a Third-Party complaint against approximately 58 New Third-Party Defendants for contribution and/or indemnification;

WHEREAS, Fourth-Party Defendants Windsor Fuel Company, Inc. and Joseph LeoGrande, Jr. having filed a Fifth-Party Complaint against certain New and Third-Party Defendants and approximately 500 John Does;

WHEREAS, other parties having filed second-, third-, etc. party complaints, cross-claims and counterclaims;

WHEREAS, the United States of America, at the direction of and upon the authority of the Attorney General of the United States, and upon behalf of and at the request of Barbara H. Franklin as Secretary of Commerce and as Federal Natural Resource

Trustee (Commerce), and Manuel Lujan, as Secretary of the Interior and as Federal Natural Resource Trustee (Interior), has agreed to resolve with the Settling Parties through this Consent Judgment claims for alleged damage to natural resources for which Commerce and Interior are trustees and has cross-claimed in this action; and

WHEREAS, the Court having reviewed this Consent Judgment and finding that it is fair, reasonable and in the public interest; and

WHEREAS, the parties having agreed that settlement of this matter is in the public interest and the Court having determined that such settlement is made in good faith in an effort to avoid expensive and protracted litigation;

NOW THEREFORE, IT IS ORDERED AND ADJUDGED AS FOLLOWS:

I. JURISDICTION

The Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1331, 28 U.S.C. § 1345, 42 U.S.C. § 9613, and 42 U.S.C. § 6972, and it has jurisdiction over the parties to this Judgment. The parties who have consented to entry of this Judgment waive any objection they may have to the jurisdiction of the Court to enforce this Judgment and agree to be bound by the terms hereof.

II. PARTIES

The parties to this Consent Judgment are:

1. Plaintiffs State of New York and Thomas C. Jorling, as Commissioner of Environmental Conservation and Natural Resource Trustee (the "State");

2. The United States of America, upon the direction of and upon the authority of the Attorney General of the United States, upon behalf of and at the request of Barbara H. Franklin, as Secretary of Commerce and Natural Resource Trustee, and Manuel Lujan, as Secretary of the Interior and Natural Resource Trustee ("Federal Trustees");
3. The defendant owners/operators joined by reason of allegations made under § 107(a) of CERCLA/SARA, set forth in Appendices X and Y ("Settling Owner Defendants");
4. The de minimis defendant generators set forth in Appendix V attached hereto ("De Minimis Defendants");
5. The non-de minimis defendant generators set forth in Appendix W attached hereto ("Non-De Minimis Defendants").

III. PURPOSE

The purpose of this Consent Judgment is to settle those claims alleged or which might have been alleged in the Complaint, cross-claims, counterclaims, third-party, fourth-party and fifth-party claims in this action relating to the existence, release or threat of release of hazardous substances at or from the Site, except as specifically reserved herein and except as to claims of the United States which are addressed by Exhibits 1 and 2 to the Consent Judgment, including its response costs. Additionally, the purpose of the Consent Judgment is to serve the public interest by

protecting the public health, welfare, and the environment at the Site and its environs by the implementation of the remedy required herein.

The State, the United States, on behalf of the Federal Trustees, the Settling Generator Defendants and the Settling Owner Defendants expressly acknowledge that this Consent Judgment is being entered into for the reasons articulated above. They agree that in implementing this Consent Judgment they will work to achieve the purposes so set forth. Should any dispute arise concerning this Consent Judgment, the purposes stated herein are to be considered paramount in the resolution of such dispute and any resolution is to be guided accordingly and in accordance with applicable law, including Section 113(j) of CERCLA as provided in Section XXXIII, infra.

The Parties to this Consent Judgment each acknowledge that this Consent Judgment and the Appendices to it are negotiated documents and are to be construed neutrally, fairly, and in accordance with the statements contained in this section.

This Consent Judgment was negotiated and executed by the State, the United States, on behalf of the Federal Trustees, the Settling Owner Defendants, and the Settling Generator Defendants in good faith to avoid expensive and protracted litigation and is a settlement of all claims raised expressly or impliedly by this action, except as otherwise stated in this Consent Judgment, which claims are contested, denied and disputed by the defendants. Accordingly, the provisions, terms and conditions of

this Consent Judgment and any action or submission under or by reason of the provisions, terms and conditions of this Consent Judgment shall not in any action, proceeding or litigation whatsoever, whether or not brought by the State or the United States on behalf of the Federal Trustees, constitute or be construed as an adjudication or finding on any issue of fact or law, or as an admission by any party with respect to any issue or be construed as, or operate as, an admission that the Settling Owner Defendants, the Non-De Minimis Defendants or the De Minimis Defendants have violated any law or regulation or otherwise committed a breach of duty at any time.

IV. PUBLIC PARTICIPATION

In accordance with the Pre-Closing Order entered in this case, following signature by the United States Assistant Attorney General for the Environment and Natural Resources Division, counsel for the State and the United States shall give public notice of the Consent Judgment for a thirty (30) day period prior to the final approval and entry of this Consent Judgment by the Court. The public will be afforded an opportunity to review and comment upon the Consent Judgment as set forth herein and in accordance with Section 122(d)(2) of CERCLA, 42 U.S.C. § 9622(d)(2), and 28 CFR 50.7. All written comments by the public will be reviewed by the State and the United States, on behalf of the Federal Trustees, and made a part of the record filed with this Consent Judgment prior to its final review by the Court. The United States reserves the right to withdraw or withhold its

consent if the comments regarding the Consent Judgment disclose facts or considerations which indicate that the Consent Judgment is inappropriate, inadequate or improper. Settling Defendants consent to entry of this Consent Judgment without further notice.

V. DEFINITIONS

Unless otherwise explicitly stated, the definitions provided in CERCLA/SARA shall control the meaning of terms used in this Consent Judgment and its Appendices.

1. "Closing" shall mean that concurrent exchange of certain documents and monies occurring on the thirtieth (30) day after the entry of this Consent Judgment at 11:00 a.m. in the Ceremonial Courtroom, United States Courthouse, Cadman Plaza, Brooklyn, New York or at such other time or location as may be mutually agreed upon by the parties to this Consent Judgment. Should the thirtieth (30th) day after entry of this Consent Judgment fall on a Saturday, Sunday, or federal holiday, then Closing shall take place on the next following business day.

2. "Consent Judgment" shall mean this Final Consent Judgment and all its Appendices.

3. "Contractor" means the person or persons or company or companies retained by the Performing Parties Group, defined infra, to undertake and implement the Remedy. Each contractor and subcontractor shall be qualified to implement those portions of the Remedy for which it is retained and the retention of each contractor and subcontractor shall be subject to approval by the State, which approval shall not be withheld unreasonably and any

disapproval shall be accompanied by a statement of reasons for such disapproval.

4. "CPI" shall mean the "Consumer Price Index for Urban Wage Earners and Clerical Workers" ("1967=100") specified for "All Items", relating to New York State and issued by the Bureau of Labor Statistics of the United States Department of Labor. In the event the CPI shall hereafter be converted to a different standard reference base or otherwise revised, the determination of the CPI Adjustment Factor, defined infra, shall be made with the use of such conversion factor, formula or table for converting the CPI as may be published by the Bureau of Labor Statistics or if said Bureau shall not publish the same, then with the use of such conversion factor, formula or table as may be published by Prentice Hall, Inc., or, failing such publication, by any other nationally recognized publisher of similar statistical information. In the event the CPI shall cease to be published, then, for the purposes of this provision there shall be substituted for the CPI such other index as the parties hereto shall agree upon, and, if they are unable to agree within ninety days after the CPI ceases to be published, such matter shall be resolved in accordance with the Dispute Resolution provisions of this Consent Judgment.

5. "CPI Adjustment Factor" shall mean, for each year, the percentage equal to the fraction, the numerator of which shall be the CPI on December 1 of the immediately preceding year less the

CPI on December 1, 1991 and the denominator of which shall be the CPI on December 1, 1991.

6. "DEC" shall mean the New York State Department of Environmental Conservation.

7. "Disbursing Agent" shall mean Bankers Trust Company, which shall receive the funds described in paragraphs IX(1) and IX(2), hold such funds in an account to be established in such bank and cause such funds to be distributed in accordance with the provisions of paragraphs IX(6) through IX(8) of this Consent Judgment.

8. "EPA" shall mean the United States Environmental Protection Agency.

9. "Escrow Fund" shall mean the Escrow Fund as established by the Trust Agreement, defined infra, a copy of which is annexed hereto as Appendix A.

10. "Executive Committee" shall mean the Executive Committee of the Performing Parties Group, defined infra.

11. "Federal Trustees" shall mean the Under Secretary of Commerce for Oceans and Atmosphere and the Secretary of the Interior in their capacities as trustees for natural resources on behalf of the United States of America.

12. "Generators' Overrun Fund" shall mean the Generators' Overrun Fund established by the Trust Agreement, defined infra, a copy of which is annexed hereto as Appendix A.

13. "Hazardous Substances" includes those substances referred to as hazardous substances in Section 101(14) of

CERCLA/SARA, 42 U.S.C. § 9601(14), and those substances referred to as hazardous wastes in the New York State Environmental Conservation Law § 27-1301. For purposes of this Consent Judgment, "Hazardous Substances" also includes petroleum and petroleum products.

14. "Land" shall mean the real property, buildings and fixtures located at the Site as defined infra.

15. "Liaison Counsel" shall mean Andrew J. Simons, Esq., Farrell, Fritz, Caemmerer, Cleary, Barnosky & Armentano, P.C., EAB Plaza, West Tower - 14th Floor, Uniondale, New York 11556-0120, (516) 832-1000; Donald W. Stever, Jr., Esq., Sidley & Austin, 875 Third Avenue, New York, New York 10022, (212) 906-2000; and G.S. Peter Bergen, Esq., LeBoeuf, Lamb, Leiby & MacRae, 520 Madison Avenue, New York, New York 10022, (212) 715-8000.

16. "National Contingency Plan" shall be used as that term is defined in Section 105 of CERCLA/SARA, 42 U.S.C. § 9605.

17. "Operations Commencement Date" means the date, as certified in writing by the Contractor, on which the remedial system contemplated by the ROD has operated as contemplated for a period of 45 consecutive days.

18. "Operation and Maintenance" ("O&M") means the requirements for continued operation of the program of remediation, as necessary, in a manner which ensures that the Remedy continues to perform its function as designed to meet the Remediation Criteria set forth in the ROD.

19. "Over-run" shall mean any expenditure of money required to perform the undertakings set forth in Section VIII and paragraph X(3), infra, in excess of the sums in the Trust Fund as defined infra.

20. "Oversight" means the State's, the Federal Trustees' and the EPA's inspection of remedial work and verification of compliance with the requirements set forth in this Consent Judgment, as appropriate.

21. "Participating Settling Owners" shall mean those Settling Owner Defendants identified in Appendix Y.

22. "Performing Parties Group," or "Group," shall mean the members of the Glenwood Landing Superfund Site Group as organized and constituted pursuant to The Glenwood Landing Superfund Site Performing Party Participation Agreement.

23. "Pre-Closing Order" shall mean the Pre-Closing Order entered in this action.

24. "Recalcitrant Generator" shall mean any entity including haulers, transporters, brokers or arrangers, named as a defendant, at any tier, in this litigation that is not an operator of the Site nor an owner of the Site nor a Settling Generator Defendant, as defined in paragraph 32 infra.

25. "Recalcitrant Owners" shall mean those owners and operators named as defendants in this action as owners or operators as those terms are defined in CERCLA which are not Settling Owner Defendants, as defined in paragraph 33 infra.

26. "Record of Decision" or "ROD" means the document jointly issued by the State and the EPA as of June 25, 1991 which provides the Remedy at the Site, a copy of which is annexed hereto as Appendix C.

27. "Remedy" as used in this Consent Judgment means that program for remediation, including design, construction and operation, as detailed in the ROD and as specified in Section VIII of this Consent Judgment.

28. "RI/FS" shall mean the Remedial Investigation and Feasibility Study addressing conditions at the Site as performed by Roux in accordance with the RI/FS Stipulation, all as defined infra.

29. "RI/FS Escrow Agent" shall mean that individual appointed to such post by the RI/FS Stipulation as defined, infra.

30. "RI/FS Stipulation" shall mean the Stipulation entered into and approved by this Court on September 16, 1987.

31. "Roux" shall mean Roux Associates, Inc. of Huntington, N.Y.

32. "Settling Generator Defendants" shall mean the De Minimis Defendants and the Non-De Minimis Defendants as defined in Section II supra.

33. "Settling Owner Defendants" shall mean those defendant owners and operators specified in Appendices X and Y.

34. "Site" shall mean the Applied Environmental Services/Shore Realty site located in Glenwood Landing, Nassau County, New York.

35. "State" shall mean the State of New York and Thomas C. Jorling, as Commissioner of Environmental Conservation and Natural Resource Trustee.

36. "Trust Agreement" shall mean the Glenwood Landing Remedial Trust Agreement, annexed hereto as Appendix A.

37. "Trustees" shall mean the Trustees named in the Trust Agreement.

38. "Trust Fund" shall mean the Trust Fund established by the Trust Agreement, a copy of which is annexed hereto as Appendix A, which will fund the performance of the ROD and certain natural resources damages obligations by the Performing Parties Group to the extent provided in Section VIII and paragraph X(3), infra.

VI. STATEMENT OF CONDITIONS AT THE SITE

1. The Site is located at One Shore Road, Glenwood Landing, Nassau County, New York. The Site is included as site number 454 on the National Priorities List which is set forth at 40 C.F.R. Part 300, App. B (February 1991). The National Priorities List is a list of sites at which there have been known releases or threatened releases of hazardous substances, pollutants or contaminants throughout the United States and is promulgated by EPA pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605.

2. The Site is approximately 3.2 acres in size and is located on part of a peninsula on the east shore of Hempstead Harbor directly north of Mott's Cove. The Site is surrounded by industrial, commercial, and residential areas. There are no drinking water supply wells within one (1) mile of the Site. Twelve (12) non-public groundwater wells within one (1) mile of the Site are used for industrial, irrigation, and observation purposes. The principal aquifers beneath the Site include the Upper Glacial, Port Washington, and Lloyd aquifers, and these aquifers are used to varying degrees as sources of groundwater. Groundwater beneath the Site discharges to Hempstead Harbor to the west and south.

3. The Site was used for the bulk storage of petroleum products. In or about 1974, part of the Site was sub-leased to Mattiace Petrochemical Company ("Mattiace") which used it for the storage and distribution of chemical solvents. Numerous spills of organic chemicals are reported to have occurred during the period of Mattiace's occupancy of the Site. In or about 1980, the Site was sold to new owners, who in turn leased the Site to Applied Environmental Services ("AES"). AES operated the Site, in part, as a hazardous waste storage facility. Shore Realty Corporation ("Shore Realty") purchased the Site in October 1983 and evicted AES from the Site in January 1984.

4. The State initiated a lawsuit against Shore Realty and its President and shareholder of record, Donald LeoGrande, in February 1984. Shore Realty and Mr. LeoGrande subsequently

brought into the action numerous other entities, including the prior landowners, prior on-site operators, and entities that are alleged to have sent hazardous substances to the Site while it was operated by AES.

5. To date, several response actions have occurred at the Site. Between June and September 1984, Shore Realty removed 255 of 410 drums that were present at the Site, and further drums thereafter. DEC hired a contractor who removed the hazardous substances stored in tanks and other containers from the Site during the period October 1985 through September 1986. In February 1987, a number of entities that allegedly sent chemicals to the Site and certain Owner Defendants jointly retained a consultant, Roux, to perform a remedial investigation and feasibility study ("RI/FS") of the Site. Roux's April 1991 RI/FS report was accepted for the purposes of preparing a proposed remedial plan and for public inspection. The State oversaw the conduct of the RI/FS and EPA has reviewed and commented upon certain documents and data developed during the course of the RI/FS.

VII. RECORD OF DECISION

In June, 1991, DEC and EPA jointly issued the Record of Decision documenting their selection of a remedial action for the Site. The major components of the remedial action, as set forth in the ROD, include:

(a) active venting, by vacuum extraction, of contaminated unsaturated soils;

(b) collection of contaminated groundwater from a series of shallow groundwater extraction wells and treatment of the collected groundwater by air-stripping;

(c) reinjection of treated groundwater along with nutrients and a chemical source of oxygen to stimulate the growth of indigenous bacteria capable of degrading contaminants in the groundwater and saturated soils; and

(d) treatment (e.g., catalytic oxidation) of contaminant-laden vapors from the vacuum extraction and air-stripping processes before release to the environment.

This ROD was issued upon conclusion of the statutory public comment period following completion of the RI/FS.

The ROD provides, in addition to the selected Remedy, a Site description, a summary of Site characteristics and risks, and a comparative analysis of the remedial alternatives considered.

The ROD presents the selected remedial action consistent with the applicable requirements of federal and State law, including CERCLA/SARA and the National Oil and Hazardous Substances Pollution Contingency Plan ("NCP").

VIII. PERFORMANCE OF THE ROD

1. The Performing Parties Group shall be responsible for the design, construction, operation and maintenance of the remedial program for the Site in accordance with and to the extent provided by this Consent Judgment.

2. The Performing Parties Group shall take all steps promptly and reasonably necessary to implement the remedial

program described in the ROD, which in summary provides the following:

- a. A biotreatability pilot study to determine the type and amount of nutrient and oxygen additives needed to stimulate the growth of indigenous bacteria capable of biodegrading site contaminants.
- b. A remedial design program to verify the components of the conceptual design and provide the details necessary for the construction, implementation, and monitoring of the remedial program.
- c. Consistent with the remedial design, installation and operation of a soil venting (vapor extraction) system consisting of:
 - (i) installation of a cover system on the ground surface over the area to be vented to prevent short-circuiting of air into the venting system and reduce the infiltration of precipitation into site soils;
 - (ii) installation of an adequate number of vacuum extraction wells and trenches to remove contaminants from the soils in accordance with the remedial goals;
 - (iii) piping, pumps, and other appurtenances to extract contaminated vapors from the treatment zone; and

- (iv) air pollution controls to limit air emissions to levels acceptable to the DEC and EPA.
- d. Consistent with the remedial design, installation and operation of a groundwater collection and treatment system consisting of:
 - (i) collection wells, well-points, or trenches capable of intercepting contaminated groundwater before entering Hempstead Harbor or Mott's Cove;
 - (ii) collection wells under the existing tank farm to collect contaminated groundwater;
 - (iii) pipes, pumps, and other appurtenances to collect groundwater to a treatment area;
 - (iv) treatment of groundwater by air stripping (or equivalent process) to levels acceptable to the DEC and EPA;
 - (v) air pollution controls to limit air emissions to levels acceptable to the DEC and EPA; and
 - (vi) reinjection/infiltration of treated water fortified with nutrients and an oxygen source to stimulate the biotreatment of contaminated saturated soils and groundwater.
- e. Consistent with the remedial design, a biotreatment program designed to reduce to the extent practicable in conjunction with the other

process options employed, contaminants in the saturated soils and groundwater.

- f. A monitoring program designed to determine and monitor the levels of contaminants in the saturated soils and groundwater and any other medium as may be appropriate to the operation of the remedial system.

3. The objective of the remedial program outlined above is to implement the ROD, to achieve a Remedy protective of human health and the environment, and to achieve to the extent technically feasible the performance standards summarized in the ROD:

- a. Soil -
 - (i) Reduce the concentrations of benzene and methylene chloride so that the presence of these chemicals at the Site does not present an added risk of cancer of more than one in one million under the most conservative exposure scenario or otherwise pose a threat to public health; and
 - (ii) Reduce the concentrations of organic contaminants in soils so that contaminants do not leach from soil and contaminate groundwater to levels above standards.

- b. Groundwater - Reduce the concentrations of contaminants in groundwater to levels equal to or less than State groundwater standards.
- c. Sediments - Remediate sediments by treating the source of contaminants to the sediments, site soils and groundwater at the Site.
- d. Air - Eliminate the exceedances of ambient air standards over the mudflats adjacent to the Site.
- e. Surface Water - Eliminate the sheen on surface waters to comply with applicable surface water standards.

When monitoring indicates that the continued operation of the Remedy is no longer producing further significant reductions in the concentrations of contaminants in soils and groundwater, the DEC and the EPA will evaluate in accordance with the NCP whether discontinuance of the Remedy is warranted. The criteria for discontinuation will include an evaluation of the operation conditions and parameters as well as a statistical determination that the Remedy has attained the feasible limit of contaminant reduction and that further reductions would be impracticable.

4. The Performing Parties Group shall continue the operation and maintenance of the remedial program described in

the ROD until the performance standards have been achieved, subject to the following limitations.

a. In the event the performance standards have not been achieved six years from the Operations Commencement Date, the Performing Parties Group shall nevertheless be relieved of any and all further responsibility and liability for the implementation of the remedial program described in the ROD, provided only that \$1.75 million, as adjusted by the CPI Adjustment Factor, over and above the sums in the Trust Fund, has been expended in the remediation effort.

b. In the event the performance standards have not been achieved six years from the Operations Commencement Date and \$1.75 million, as adjusted by the CPI Adjustment Factor over and above the sums in the Trust Fund has not been expended in the remediation effort, the Performing Parties Group shall continue to implement the remedial program described in the ROD until such sum has been expended, or until the performance standards have been achieved, whichever first occurs. Upon the expenditure of \$1.75 million, as adjusted by the CPI Adjustment Factor, over and above sums in the Trust Fund, the Performing Parties Group shall be relieved of any and all further responsibility and liability for the implementation of the remedial program described in the ROD.

5. In the event the performance standards have not been achieved at the point at which the Performing Parties Group is relieved of any further responsibility and liability for the

implementation of the remedial program described in the ROD pursuant to paragraphs 4.a or 4.b, above, the State shall be responsible for the completion of the remedial program described in the ROD until the performance standards as specified in paragraph 3 above are achieved.

6. The Performing Parties Group's obligation to implement a remedial program to achieve the performance standards is limited to the program described in the ROD. The Performing Parties Group, in consultation and subject to the approval of the State, may elect to implement a remedial technology other than the preferred remedial alternative described in the ROD; however, it shall be under no obligation to undertake any such remedial technology not included in the preferred remedial alternative described in the ROD, and set forth in paragraph 3 above, and subject only to the reopener provision set forth in paragraph XXII(2).

7. The Performing Parties Group shall submit to the State the name of the Contractor proposed to be selected by the Group for preparation of the remedial design, together with a brief statement of the Contractor's qualifications to prepare the remedial design, no later than fifteen (15) days after the Closing.

IX. FINANCIAL OBLIGATIONS

1. By the dates prior to Closing specified herein, the Settling Generator Defendants shall pay to the Disbursing Agent a total sum which is calculated by adding Four Million Six Hundred

Twenty Thousand dollars (\$4,620,000), plus Five Hundred Eighty Three Thousand Three Hundred Thirty-three dollars (\$583,333), plus eighty percent (80%) of the total final costs of the RI/FS, plus sixty percent (60%) of the oversight costs of the EPA, plus sixty percent (60%) of those amounts for natural resource damages pursuant to Section X infra, and by subtracting from that sum the total amount previously paid by Settling Generator Defendants to fund the RI/FS as provided in the RI/FS Stipulation.

2. By the dates before Closing specified in Appendices X and Y, the Settling Owner Defendants shall pay to the Disbursing Agent a total sum which is calculated by adding Three Million Eighty Thousand dollars (\$3,080,000) plus twenty percent (20%) of the total final costs of the RI/FS, plus forty percent (40%) of the oversight costs of the EPA, plus forty percent (40%) of those amounts for natural resource damages pursuant to Section X infra, and by subtracting from that sum the amount provided in subparagraph (a) below and the total amount previously paid by the Settling Owner Defendants to fund the RI/FS as provided for in the RI/FS Stipulation.

a. Up to Five Hundred Thousand dollars (\$500,000) of the amount the Settling Owner Defendants are to pay can be paid by them, at their discretion, by a pledge of the estimated value of the Land, which is anticipated to be sold, the proceeds from which sale are to be applied in accordance with the provisions of Section XXV hereof. The shares of Shore Realty Corp. shall be

held by the Receiver, as defined in Section XXI hereof, to facilitate sale of the Site to a future purchaser.

3. The amount of the total settlement to be paid by each De Minimis Defendant shall be as set forth in Appendix D annexed hereto.

a. A De Minimis Defendant shall pay in hand to the Disbursing Agent its settlement amount as set forth in Appendix D fourteen (14) days before Closing.

b. The amount set forth in Appendix D for a De Minimis Defendant shall credit on a dollar for dollar basis, payments made by that Defendant to fund the RI/FS.

4. The approximate amounts of the total settlement to be paid by each Non-De Minimis Defendant based on certain variable assumptions are as set forth in Appendix E. The precise amount of the total settlement to be paid by a Non-De Minimis Defendant shall be determined after the level of participation has been ascertained, which determination shall be made and notification given within thirty-five (35) days of the Date of Entry in the Pre-Closing Order all as described in the Pre-Closing Order. As soon as practical after the determination has been made, Liaison Counsel shall give notice to each Non-De Minimis Defendant of the total amount it is obligated to pay.

a. A Non-De Minimis Defendant shall pay in hand to the Disbursing Agent its settlement amount fourteen (14) days before Closing.

b. The amount paid by a Non-De Minimis Defendant shall credit, on a dollar for dollar basis, payments made by the Defendant to fund the RI/FS.

5. In addition to its payment of the amounts described in the preceding paragraphs, each Settling Generator Defendant, as a condition to participating in this Consent Judgment, shall, by the days before Closing specified in paragraphs 3 and 4 above, pay its allocated share of common defense and administrative fees as such fees are set forth in Appendix F annexed hereto. Such fees shall be paid to the appropriate person[s] from each such functional defendant group.

6. The Disbursing Agent shall remit the funds received pursuant to paragraphs 1 and 2, supra, to the Trustees to be applied as follows:

(a) Four Million Five Hundred Thousand dollars (\$4.5 million), together with any amount remaining after the payments made pursuant to subparagraphs (b) and (c) below and paragraphs 7 and 8 of this Section, to the Trustees to establish the Trust Fund as specified in the Trust Agreement. The Trust Fund shall be used in the first instance by the Performing Parties Group to meet its obligations in accordance with Section VIII, supra, and the contingent obligation in paragraph X(3), infra.

(b) Three Million Two Hundred Thousand dollars (\$3.2 million) less such amounts as the Settling Owner Defendants have not paid in cash but by pledge as described above in paragraph 2.a. to the Trustees to establish the Escrow Fund as specified in

the Trust Agreement. Upon termination of the Escrow Fund upon termination and satisfaction of this Consent Judgment, the monies then in such Fund shall be used to reimburse the State in part for its prior removal costs.

(c) Five Hundred Eighty-Three Thousand Three Hundred Thirty-three dollars (\$583,333) to the Trustees to establish the Generators' Over-Run Fund as specified in the Trust Agreement.

7. The Disbursing Agent, upon receipt of the amounts described in paragraphs 1 and 2 of this Section IX shall also pay promptly after closing \$175,000 to the EPA to reimburse it for its oversight costs and \$124,000 to the Federal Trustees as provided by Section X hereof.

8. The Disbursing Agent, upon receipt of the amounts described in paragraphs 1 and 2 of this Section IX, shall pay promptly after closing any unpaid amount properly owed to Roux for the performance of the RI/FS after the payments made to Roux as described in sub-paragraph 8.a, infra, have been made.

a. Prior to Closing, the RI/FS Escrow Agent shall pay to Roux all monies in his possession to satisfy, to the greatest extent possible, in whole or in part, any outstanding obligation properly payable to Roux.

9. While it is anticipated that the Trust Fund will have sufficient funds to permit the Performing Parties Group to meet its obligations under Section VIII, supra, and paragraph X(3), infra, the State, the Settling Owner Defendants and the Non-De

Minimis Defendants have agreed to the following concerning any Over-run.

a. For each of the first Five Hundred Eighty-Three Thousand Three Hundred Thirty-Three dollars (\$583,333) expended because of an Over-run, the State shall pay twenty percent (20%), the Non-De Minimis Defendants fifty percent (50%) and the Settling Owner Defendants not released under paragraph XXII(3) thirty percent (30%).

b. For each of the next Five Hundred Eighty-three Thousand Three Hundred Thirty-Three dollars (\$583,333) expended because of an Over-run (i.e., dollars \$583,334 through \$1,166,666) the State shall pay thirty percent (30%), the Non-De Minimis Defendants shall pay thirty percent (30%) and the Settling Owner Defendants not released under paragraph XXII(3) shall pay forty percent (40%).

c. For each of the next Five Hundred Eighty-three Thousand Three Hundred Thirty-three dollars (\$583,333) expended because of an Over-run (i.e., dollars \$1,166,667 through \$1,750,000) the State shall pay fifty percent (50%), the Non-De Minimis Defendants shall pay twenty percent (20%) and the Settling Owner Defendants not released under paragraph XXII(3) shall pay thirty percent (30%).

d. For each dollar expended because of an Over-run after the expenditure of One Million Seven Hundred Fifty Thousand dollars (\$1.75 million) and before the sixth anniversary of the Operations Commencement Date, the State, the Non-De Minimis

Generators and the Settling Owner Defendants not released under paragraph XXII(3) shall each pay one-third (1/3).

e. The dollars set forth above in subparagraphs a. through d. of this paragraph are expressed in 1991 dollars. The actual dollars to be expended to meet the obligations imposed by such paragraphs shall be adjusted in accordance with the CPI Adjustment Factor.

f. The sums in the Generators' Over-run Fund may be used by the Non-De Minimis Defendants to meet some or all of their obligations under this paragraph.

10. The State shall meet its obligations as set forth above in paragraphs 9.a through 9.d as follows:

a. The State's obligations under paragraphs 9.a through 9.d above, initially shall be satisfied by using interest earned by the Escrow Fund.

b. In the event that all interest earned by the Escrow Fund is expended pursuant to sub-paragraph 10.a above, the Settling Owner Defendants not released under paragraph XXII(3) shall advance, on behalf of the State, a sum not to exceed the additional interest which would have been earned by the Escrow Fund had the Settling Owner Defendants at Closing paid the Three Million Eighty Thousand dollars (\$3,080,000) described in paragraph 2 above instead of the lesser amount, if any, such Settling Owner Defendants actually did pay as permitted under paragraph 2.a of this Section. Such Settling Owner Defendants' obligation under this paragraph 10.a shall be limited to the

lesser of (a) the difference between the State's interest earned on the Escrow Fund and the amounts necessary for the State to meet its obligations under paragraphs 9.a through 9.d of this Section or (b) an amount equal to the additional interest which would have been earned had the full Three Million Eighty Thousand (\$3,080,000) been paid.

c. If the State remains obligated to make payments under paragraphs 9.a through 9.d above after it has expended all monies available to it under subparagraphs (a) and (b), of this paragraph 10, it shall use for such purposes, one-half (1/2) of the total sums recovered in excess of Three Hundred Fifty Thousand dollars (\$350,000) from Recalcitrant Generators.

d. If the State remains obligated to make payments under paragraphs 9.a through 9.d, after it has expended all monies available to it under subparagraphs 10.a through 10.c, supra, monies in the Escrow Fund, other than interest, shall be used for such purpose.

X. NATURAL RESOURCES DAMAGES CLAIMS

1. The Performing Parties Group ("Group") shall perform a Site restoration project along the western and southern shores of the Site, at locations described in Appendix G. As part of such project, the Group shall prepare the described locations for planting, and plant juvenile plugs of species of vegetation, such as Spartina alterniflora, Spartina patens and/or Distichlis spicata, as appropriate, in the locations shown on Appendix G. The planting shall be performed in the first

appropriate season of the year after the State and the Federal Trustees (collectively, the "Natural Resources Trustees"), after consultation with the Group, determine that based on Site inspections and sampling carried out under paragraph IX(6) of the ROD, discharges to the shoreline and mud flats adjacent to the Site have been sufficiently abated by the remedial program to ensure that the mud flats and shoreline are in satisfactory condition to allow for the success of such planting. The number and location of plantings shall be limited to those portions of the areas described in Appendix G which, as determined by the Natural Resources Trustees, are of a tidal elevation and soil type that is conducive to survival and reproduction of such plant species. The Group shall not be required to alter the elevation of the mud flats by dredging, depositing fill material or other similar means. The Group will, however, be required to use proper planting techniques, including but not limited to, raking and grading. Continued planting after the initial planting shall be done at such other times as may be necessary to successfully establish such planting; provided however, the Group shall not be required to perform such continued planting after five (5) years from the initial planting or if the cost of continued planting exceeds \$25,000, whichever first occurs. The initial planting and any necessary continued planting shall be of sufficient quantity and quality as to ensure that the planted areas will be self-maintainable and can support marine life indigenous to Hempstead Harbor and Motts Cove marsh areas similar to those

created by this restoration project, as determined by the State and the United States, on behalf of the Federal Trustees. In the event that planting has not occurred prior to the relieving of the Group under paragraphs VIII(4) and (5) of this Consent Judgment, the Group shall place into an escrow account the amount of \$50,000, if no planting has occurred. If the initial planting has been completed, the amount of \$25,000, less any amount already expended by the Group for continued planting, shall be placed in an escrow account to be solely used by the State and the Federal Trustees for planting. Any amounts in the escrow account which are not expended upon the expiration of five years from the initial planting shall revert to the Group.

2. In order to maximize the effectiveness and accuracy of the above referenced determination by the Natural Resources Trustees that discharges from the Site have been sufficiently abated by the remedial program and that the mud flats are in satisfactory condition to allow for successful planting, the Natural Resources Trustees shall participate in the development and implementation of the monitoring program called for under paragraph IX(6) of the ROD. At a minimum, monitoring shall include the collection of necessary biological data and may incorporate to an appropriate extent, results from ongoing Federal and State regional monitoring programs.

3. If during the course or at the conclusion of the remediation, and subject to the provisions of paragraph VIII(4), of this Consent Judgment as to the Group, and paragraph VIII(5)

of this Consent Judgment as to the State, it is determined by the EPA and DEC, after consultation with the Natural Resources Trustees, that the entire Site bulkhead shown on Appendix G, or any part of the bulkhead, continues to be a source for the release of hazardous substances which were the subject of the ROD, such that the performance standards of the ROD are not being met, the appropriate party(ies), in accordance with paragraphs VIII(4) and (5) of this Consent Judgment, shall take all actions necessary to ensure to the satisfaction of EPA and DEC, after consultations with the Federal Trustees, that the bulkhead no longer serves as a source for the release of hazardous substances which were the subject of the ROD. Such actions may include, but are not limited to, renovation of the bulkhead, replacement of the bulkhead, or removal of the bulkhead along with shoreline reconstruction which preserves and/or enhances the biological and physical integrity of the shoreline and mud flats.

4. Settling Generator Defendants and Settling Owner Defendants ("Settling Defendants") shall pay the United States, on behalf of the Federal Trustees, immediately upon the entry of this Consent Judgment, the sum of \$60,000, as natural resources damages, for use by the Federal Trustees for the design and implementation of a post-planting monitoring program to determine the functional success of the wetlands restoration referenced in paragraph 1 above. The Federal Trustees will consult with the State Trustee with respect to the monitoring program.

5. Settling Defendants shall pay to the United States, on behalf of the Federal Trustees, in accordance with the Pre-Closing Order upon the entry of this Consent Judgment, the sum of \$50,000, for the past injury to, destruction of and loss of natural resources, to be used by the Federal Trustees in accordance with the requirements of section 107(f) of CERCLA/SARA, 42 U.S.C. § 9607(f) to restore, replace or acquire the equivalent of the affected natural resources. The Federal Trustees will consult with the State Trustee with respect to the Federal Trustees' restoration, replacement or acquisition efforts which shall occur in New York State.

6. Settling Defendants shall pay the sum of \$14,000 to the United States, on behalf of the Federal Trustees upon the entry of this Consent Judgment, in accordance with the Pre-Closing Order, for past natural resource damage assessment costs incurred by the Federal Trustees in connection with the Site and for the future costs of oversight and participation with respect to the remedy at the Site, and for oversight of the post-planting monitoring program at the Site.

7. In consideration for the payments to be made and the obligations assumed by the De Minimis Defendants listed on Appendix V under paragraphs 4, 5 and 6 above, the United States, on behalf of each Federal Trustee, covenants not to take any other civil or administrative action against any De Minimis Defendants listed on Appendix V with respect to Natural Resource Damage Matters as defined in paragraph 9 below, and fully

discharge and release all De Minimis Defendants listed on Appendix V from all claims involving Natural Resource Damage Matters as defined in paragraph 9 below. These covenants not to sue shall take effect upon receipt by the United States of all the payments required in paragraphs 4, 5 and 6 above. These covenants not to sue are conditioned upon the complete and satisfactory performances by De Minimis Defendants of their obligations under this Consent Judgment. These covenants not to sue extend only to the De Minimis Defendants and their present and former parents and subsidiaries, officials, officers, directors, shareholders, employees and agents and do not extend to any De Minimis Defendant which has not paid its allocated share of the amounts to be paid in paragraphs 4, 5 and 6 above or to any other person.

8. In consideration of the payments to be made and the obligations assumed by the Non-De Minimis Defendants (listed on Appendix W) and the Settling Owner Defendants (specified in Appendices X and Y) under paragraphs 1, 3, 4, 5 and 6 above, the United States, on behalf of each Federal Trustee, covenants not to sue or take any civil or administrative action against the Non-De Minimis Defendants listed on Appendix W and the Settling Owner Defendants (specified in Appendices X and Y) and their present and former parents and subsidiaries, officials, officers, directors, shareholders, agents and employees relating to Natural Resource Damage Matters as defined in paragraph 9 below, based on available documentation known to either of the Federal Trustees

on the date of publication of this Consent Judgment in the Federal Register, as set forth in the Pre-Closing Order. These releases and covenants not to sue do not extend to Recalcitrant Generators, Recalcitrant Owners, any other party or person not participating in this Consent Judgment, and any party or person who has committed to participation in this Consent Judgment but has failed to make timely payment hereunder and in accordance with the Pre-Closing Order. The Federal Trustees explicitly acknowledge that on the date of publication of this Consent Judgment, the following documents relating to conditions at or near the site were available:

- a. ROD
- b. RI/FS
- c. 1986 Nassau County Department of Health
Report of Assessment of Water Quality in
Hempstead Harbor.
- d. September 6, 1990 letter from State of New
York to Judge Jack B. Weinstein regarding
Natural Resources damages.

9. Natural Resource Damage Matters means any civil judicial or administrative liability of Settling Defendants to the United States for damages for injury to, destruction of, or loss of natural resources, under the jurisdiction of the Federal Trustees, at the Site, including costs of assessment, under Section 107(a)(4)(C) of CERCLA/SARA, 42 U.S.C. § 9607(a)(4)(C),

resulting from releases of Hazardous Substances at the site, which Hazardous Substances are addressed by the ROD.

10. Notwithstanding any other provision of this Consent Judgment, the United States, on behalf of the Federal Trustees reserves the right to institute proceedings against Non-De Minimis Defendants and Settling Owner Defendants, in this action or in a new action seeking recovery of natural resource damages, including the cost of assessment, based on (1) conditions with respect to the Site, unknown to the United States at the date of publication of this Consent Judgment, that result in releases of hazardous substances that contribute to an injury to, destruction of, or loss of natural resources, or (2) information received after the date of publication of the Consent Judgment which, together with any other relevant information, indicates that there is injury to, destruction of, or loss of natural resources at the Site of a type that was unknown to the United States at the date of publication of this Consent Judgment.

11. The covenants not to sue set forth in paragraphs 7 and 8 above do not apply to matters other than those expressly specified as Natural Resource Damages Matters. The United States reserves all rights against the Settling Defendants with respect to all other matters. In addition, the following are specifically identified as matters that are not Natural Resource Damages Matters:

a. claims asserted against the De Minimis Defendants based on any alleged failure by them to satisfy the De Minimis Defendant obligations authorized in the Consent Judgment.

b. claims asserted against the Non-De Minimis Defendants and Settling Owner Defendants based on any alleged failure by the Non-De Minimis Defendants and the Settling Owner Defendants to satisfy a requirement of the Consent Judgment;

c. claims for criminal liability;

d. claims asserted against the Non-De Minimis Defendants and Settling Owner Defendants based on any alleged liability of the Non-De Minimis Defendants and Settling Owner Defendants, arising from the past, present or future disposal of hazardous substances attributable to performance of the ROD and disposed outside of the Site or future disposal of Hazardous Substances not in accordance with the implementation of the ROD in a lawful manner; and

e. claims based on liability of the Settling Defendants which arise from the releases of hazardous substances, pollutants or contaminants to the environment which are unrelated to those which are the subject of this Consent Judgment.

Payment Terms

12. Any payments made pursuant to this Consent Judgment shall be made by wire transfer payable to:

Department of Justice

to be made in accordance with the instructions to be provided by the Financial Litigation Unit of the Office of the United States Attorney for the Eastern District of New York.

13. Settling Defendants shall cause copies of the confirmation transfer and of any transmittal letter accompanying it to be sent to : Chief, Environmental Enforcement Section, Department of Justice, P.O. Box 7611, Ben Franklin Station, Washington, D.C. 20044; Deputy Bureau Chief, Environmental Protection Bureau, Office of the Attorney General, 120 Broadway, 26th Floor, New York, NY 10271, Chief Environmental Attorney, Office of the United States Attorney, Eastern District of New York, 1 Pierrepont Plaza, 11th Floor, Brooklyn, New York 11201; Regional Attorney, NOAA Office of General Counsel, One Blackburn Drive - Suite 205, Gloucester, MA 01930; Regional Solicitor, U.S. Department of the Interior, Northeast Region, One Gateway Center - Suite 612, Newton Corner, MA 02158.

Miscellaneous

14. Nothing in this Consent Judgment shall be construed to waive or nullify any rights that any person not a signatory to this Consent Judgment may have under applicable law.

15. Commencing upon the date of lodging of this Consent Judgment, the Settling Defendants agree to provide the United States and its representatives, including EPA, the Federal Trustees, and their contractors, access at all reasonable times to the Site and any other property to which access is required for the implementation of this Consent Judgment to the extent

access to the property is controlled by Settling Defendants, for the purposes of conducting any activity related to this Consent Judgment including, but not limited to:

- a. Monitoring;
- b. Verifying any data or information submitted to the United States;
- c. conducting investigations relating to contamination at or near the Site;
- d. Obtaining samples;
- e. Assessing the need for, planning, or implementing additional response actions at or near the Site;
- f. Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Settling Defendants or their agents, and
- g. Assessing Settling Defendants' compliance with this Consent Judgment.

A. Notwithstanding any provision of this Consent Judgment, the United States retains all of its access authorities and rights, including enforcement authorities related thereto, under CERCLA, RCRA and any other applicable statute or regulations.

XI. CONSISTENCY WITH THE LAWS OF
THE STATE OF NEW YORK AND
FEDERAL LAW

The obligations of the parties under this Consent Judgment are consistent with the laws of the State of New York and the United States. The parties hereto agree that, in any civil, judicial, or administrative proceeding instituted by any person

or entity against any such parties arising from activities at the Site, they will acknowledge the appropriateness of the ROD and that the activities described in the ROD are consistent with the National Contingency Plan.

XII. REVIEW AND APPROVAL PROCEDURE

Whenever implementation of the ROD calls for the development or submittal of plans to the State or if either the Performing Parties Group or the State pursuant to this Consent Judgment proposes modification or alteration to any plan to be developed and implemented pursuant to this Consent Judgment, such plans shall first be reviewed by the designated recipients of the parties hereto, as appropriate, and according to the following procedure:

1. A copy of each proposed plan or modification to a plan shall be mailed to:

- a. United States Environmental Protection Agency
Region II
Office of Regional Counsel
New York/Caribbean Superfund Branch
26 Federal Plaza - Room 437
New York, New York 10278
AES Site Attorney
- b. United States Environmental Protection Agency
Region II
Emergency and Remedial Response Division
New York/Caribbean Superfund Branch
26 Federal Plaza
New York, New York 10278
Attn: AES Site Project Manager

- c. New York State Department of Law
Gordon J. Johnson, Esq.
Deputy Bureau Chief
Environmental Protection Bureau
120 Broadway
New York, N.Y. 10271
Re: Shore Realty Remediation
- d. Michael J. O'Toole, Jr.
Director, Division of Hazardous Waste Remediation
New York State Department of
Environmental Conservation
50 Wolf Rd. - Room 212
Albany, N.Y. 12233-7016
- e. Anthony Candela
Regional Hazardous Waste Remediation Engineer
New York State Department
of Environmental Conservation
SUNY - Building 40
Stony Brook, New York 11794
- f. (Name)
Chair, Technical Committee
Glenwood Landing Performing Parties Group
(Address)
- g. (Name)
Chair, Executive Committee
Glenwood Landing Performing Parties Group
(Address)

Any person or agency listed above may designate in writing an alternate person to receive such plan. Informational copies shall also be mailed to:

- a. NOAA
Office of General Counsel
One Blackburn Drive
Suite 205
Gloucester, MA 01930
- b. Anne Secord
U.S. Fish and Wildlife Service
100 Grange Place
Room 202
Cortland, NY 13045

2. After receiving a proposal for a plan or modification to a plan, the receiving party, shall promptly respond to said proposal as soon as practicable and normally within 30 days. If that party considers the proposal acceptable, it shall mail written notice of approval within 30 days after receipt of the proposal. The plan shall become effective on the date the approval is received by the proposing party from each of the other representatives listed above and shall thereafter be implemented by the Performing Parties Group. Failure to respond within thirty (30) days shall be deemed an acceptance of the plan or modification.

3. If the receiving party, does not consider the proposal acceptable, it shall mail a written notification of disapproval within 30 days after receipt of the proposal which shall include its particular objections and may include suggested modifications. If each of the representatives listed above cannot thereafter agree on the proposed plan within a reasonable time of the date of mailing of such notice of disapproval, then the proponent of the proposal may petition this Court for a resolution of the dispute pursuant Section XXXIII.

4. Periods of review specified herein shall not be binding upon any non-signatory receiving party to this Consent Judgment but shall be those periods pursuant to a Superfund Memorandum of Agreement between such receiving parties, if any.

XIII. PROPERTY ACCESS

1. To the extent that the work to install and construct the remedial plan under the ROD will take place off site and to accomplish the actions required under Section X hereof, the State will assist, consistent with its legal authority, the Performing Parties Group and the Federal Trustees in obtaining access to the off-site property. To the extent that access to any off-site property requires the payment of a fee to the owner or tenant of the offsite property, the State, the Federal Trustees and the Performing Parties Group shall confer in an effort to avoid or minimize such fee.

2. The Receiver shall provide access to the Site and its environs and all structures and facilities erected thereon, as necessary, to fulfill the remedial goals, programs and plan described herein.

3. The State and the Federal Trustees shall have access to the Site and its environs at all times in order to observe and monitor the progress of the work, to take samples and to conduct surveys or investigations relating to any air, soil and groundwater at, beneath, or near the Site.

4. Nothing herein limits or otherwise affects any right of entry to the Site by the State or the Federal Trustees or the EPA pursuant to applicable laws, regulations, or permits.

XIV. [INTENTIONALLY OMITTED]

XV. REPORTS AND DATA

1. The Performing Parties Group shall provide the State, the EPA, the Federal Trustees and the U.S. Attorney's office with a quarterly report (on the calendar quarter) and an annual report detailing the implementation and operation of the Remedy prescribed in the ROD. Such reports shall continue until the Consent Judgment has been satisfied in accordance with Section XXXII infra.

2. The Performing Parties Group shall provide all validated data generated under this Consent Judgment to the State within a reasonable time, normally within 15 days, after the Performing Parties Group or its consultant(s) obtain such data, unless the State waives in writing its right to all or some of such data and concurrently with the transmission of such data, the Performing Parties Group shall provide notice to the EPA, the Federal Trustees and the U.S. Attorney's office that such data has been provided.

3. The State Project Coordinator, the Federal Trustees and the EPA shall have access to technical data generated under this Consent Judgment, whether or not validated.

XVI. AUTHORIZATIONS

1. The Performing Parties Group shall use its best efforts, and the State shall cooperate, consistent with its legal authority, to allow the Performing Parties Group or its Contractors to obtain on a timely basis such easements, rights of

way, rights of entry, approvals, or other authorizations required to be obtained from any federal, State, or local government entity, or any corporation, partnership, association, or private person which are necessary to carry out any of the Performing Parties Group's obligations pursuant to this Consent Judgment. The Performing Parties Group shall promptly notify the State, the Federal Trustees and the EPA in the event of the Performing Parties Group's inability to obtain appropriate authorizations on a timely basis.

2. In the event that the Performing Parties Group is unable to obtain the authorizations required to perform its obligations under this Consent Judgment, the State shall, consistent with its legal authority, assist in obtaining, as appropriate, all such authorizations which the Performing Parties Group is unable to obtain. If, despite the Performing Parties Group's best efforts, it does not obtain the aforementioned authorizations on a timely basis, the time for performance of any obligations pursuant to this Consent Judgment which is necessarily dependent upon such authorizations shall be extended as appropriate. If, despite the Performing Parties Group's best efforts, such authorizations cannot be obtained despite an enlargement of time, the parties will meet to seek agreement as to how this Consent Judgment and its schedules can be modified or altered consistent with the remedial goals of the ROD. If agreement cannot be reached, it will be resolved pursuant to the Dispute Resolution provisions of Section XXXIII.

XVII. DELAY OF PERFORMANCE

1. "Force Majeure" for the purpose of this Consent Judgment is defined as an event arising from causes entirely beyond the control of the Performing Parties Group which cannot be overcome by the Group's diligence and which (1) delays any performance required under this Consent Judgment or (2) makes substantial performance of the obligations imposed by this Consent Judgment legally impossible.

2. If a delay occurs or the Performing Parties Group anticipates a delay in performance of its obligations under this Consent Judgment due to a "force majeure" event, it shall promptly notify the State (and the Federal Trustees with respect to performance under Section X), in writing, of the nature, cause and anticipated length of the delay and all steps which the Performing Parties Group has taken or will take, with a schedule for implementation, to avoid or minimize the delay. If the State (or the Federal Trustees, if appropriate) agrees that the delay was attributable to a "force majeure" event, the parties may stipulate to a reasonable extension. If they do not agree that the delay was caused by a "force majeure" event, or if regardless of the cause of the delay, they are unable to agree on a stipulated extension of time to be granted, the State (or the Federal Trustees, if appropriate) shall so notify the Performing Parties Group in writing. In that event, the Performing Parties Group may petition the court for relief pursuant to Section

XXXIII infra. The burden of demonstrating the occurrence of a "force majeure" event will be on the Performing Parties Group.

3. The granting or agreement to a "force majeure" delay of a requirement or obligation under this Consent Judgment does not ipso facto relieve the Performing Parties Group of any other obligations or requirements under this Consent Judgment.

XVIII. RETENTION OF RECORDS

Until completion of its obligations under Section VIII of this Consent Judgment and satisfaction of this Consent Judgment, the Performing Parties Group shall preserve, and shall instruct all Contractors and anyone else acting at the Site on its behalf to preserve (in the form of originals or exact copies), all sampling and analytical data and related reports; as-built drawings; engineering specifications and contract documents and operation and maintenance records and logs relating to the implementation, performance and monitoring of the remedial program, including, but not limited to, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing and correspondence. Throughout the implementation of this Consent Judgment, the aforementioned documents shall be available to the State, EPA and the Federal Trustees. Upon the completion of the remedial program, all such records, documents, and information shall be made available to the State Project Coordinator, as established by Section XIX herein, the EPA and the Federal Trustees. If the State Project Coordinator, and the Federal Trustees decline to take possession of any such document

within a reasonable time, the Performing Parties Group may (but is not required to) dispose of such records upon ninety (90) days written notice to all participants in the Performing Parties Group and to the State, EPA and the Federal Trustees. As such documents may be relevant to subsequent site reviews pursuant to CERCLA/SARA § 121(c) and necessary for EPA to determine whether to initiate deletion of the Site from the National Priorities List, EPA's failure to take possession of such documents does not constitute a waiver of EPA's rights to such documents or an acknowledgment by EPA that such disposal is proper. Settling Defendants shall also make available to EPA and the Federal Trustees, for purposes of investigation, information gathering or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the remedial action.

XIX. PROJECT COORDINATOR

1. By Closing, the State, the Federal Trustees and the Performing Parties Group shall each designate Project Coordinators to monitor the progress of the work in developing, implementing, operating, maintaining and, if appropriate, terminating the remedial program and to coordinate communication. The State Project Coordinator shall have the authority to ensure that all aspects of the ROD are performed in accordance with all applicable statutes, regulations, and this Consent Judgment. The State Project Coordinator shall also have the authority to require a cessation of the performance of the remedial program or

any other activity at the Site that, in the Coordinator's opinion, may present or contribute to an endangerment to public health, welfare or the environment or cause or threaten to cause the release of hazardous substances from the Site. In the event the State Coordinator suspends the remedial program or any other activity at the Site, the State, the Federal Trustees and the Performing Parties Group may stipulate to an extension of the schedule as appropriate. In the event the State, the Federal Trustees and the Performing Parties Group cannot agree, the matter is to be resolved in accordance with Section XXXIII.

2. The Project Coordinators do not have the authority to modify in any way the terms of this Consent Judgment, including the ROD or any design or construction plans. The absence of the State Project Coordinator from the Site shall not be cause for stoppage of the work. The State, the Federal Trustees and the Performing Parties Group have the right to change their respective Project Coordinators. Such a change shall be accomplished by notifying the other party in writing at least seven calendar days prior to the change.

3. The Performing Parties Group's Project Coordinator may assign other representatives, including other Contractors, to serve as a Site representative for oversight of performance of daily operations during remedial activities.

4. The State Project Coordinator and the Federal Trustees Project Coordinator may assign other representatives, including other State or federal employees or contractors, to serve as a

Site representative for oversight of performance of daily operations.

XX. ENFORCEMENT OF CONSENT JUDGMENT

If any of the parties to this Consent Judgment considers that any other party has failed to comply with the terms and conditions hereof, the party alleging noncompliance may seek appropriate relief from the Court pursuant to Section XXXIII infra.

XXI. RECEIVER

1. To hold the Site during implementation of the ROD and to sell the Site at an appropriate time, G.S. Peter Bergen, Esq. is appointed as receiver who, as Receiver:

a. Shall have the complete power and authority of the sole shareholder, director and officer of the Shore Realty Corp., and as such shall assume sole ownership, title, and possession of all of the Shore Realty Corp.'s shares of stock, together with all of its minute books, records, books of account, and as such shall control all of the real property and personal property of Shore Realty Corp. with the power to transfer, grant, sell, convey and encumber such real property, subject to the approval of the Court after prior notice to the State, the Federal Trustees and the Performing Parties Group and the provisions of this Consent Judgment.

b. Shall maintain the Shore Realty Corp. in good standing as a New York Business Corporation until such time as

the Site is sold or is otherwise disposed of, and thereafter shall wind up said corporation's affairs and dissolve it.

c. Shall pay disbursements, fees, franchise taxes, other taxes and related costs necessary and appropriate for maintaining and dissolving Shore Realty Corp., and for selling the Site as provided above, except that real estate taxes and penalties related thereto and judgments, if any, levied in the past, present, or future on the Site may, at the discretion of the Receiver, remain and accrue as liens on the Site property. The Receiver may negotiate with the appropriate taxing authorities as to past, present and future real estate taxes, penalties and judgment liens on the Site, and may, but shall not be obligated to, pay such real estate taxes, penalties, judgment liens, assessed on the Site at present or in the future as he and the Performing Parties Group may jointly find to be appropriate from time to time, consistent with the purpose of the Consent Judgment.

d. Shall be a person rendering care, assistance, or advice in accordance with the NCP, within the meaning of CERCLA/SARA Section 107(d), 42 U.S.C. § 9607(d).

e. Shall be indemnified and held harmless by the Non-De Minimis Defendants and Owner Defendants not released by paragraph XXII(3) from all claims whatsoever and however arising, including attorneys fees, reasonable expenses and costs related thereto, including without limitation claims for costs and

damages under CERCLA/SARA and comparable provisions of state law and common law, as a result of service as Receiver.

f. Shall be authorized to retain counsel, but shall not commence any action without leave of Court.

2. Twenty-five days before the Closing, Owner Defendant Donald LeoGrande as President and Shareholder of Shore Realty Corp., shall turn over complete control of Shore Realty Corp., including surrendering possession of all of its properly transferred shares of stock, by-laws, minutes, accounts, bank accounts, records, files, and executed resignation forms for all the Shore Realty Corp.'s officers and directors, together with all of the real and personal property of Shore Realty Corp., to the Receiver. All outstanding corporate franchise taxes accrued prior to the Closing shall have been paid by Shore Realty Corp., and Shore Realty Corp. shall give evidence of its continued corporate existence in good standing to the Receiver in a form satisfactory to said Receiver. Donald LeoGrande shall cooperate with the Receiver and the parties hereto to carry out the provisions of this Section, and such duty to cooperate, including execution of deeds, affidavits, or other appropriate documents needed to assist the Receiver in the performance of his or her duties, shall survive the Closing and shall continue until the Receiver is discharged by the Court.

3. Each of the Shore Realty Owners specified in Appendix X, and their officers, directors, heirs, successors and assigns, hereby jointly and severally indemnifies and holds harmless the

Receiver, the Performing Parties Group, and the Trustees from any and all liabilities and claims of any nature whatsoever, including attorneys fees and costs, attributable to or arising out of any and all actions of Shore Realty Corp. taken prior to the time that control of Shore Realty Corp. is turned over to the Receiver pursuant to paragraph 2, even though such liabilities or claims may become known or be asserted thereafter, other than: (1) liabilities, obligations, or claims discharged pursuant to paragraph XXII(3); (2) claims or liens for unpaid real estate taxes (including interest and penalties thereon) on the Site; and (3) a judgment lien in the amount of \$10,000 and interest thereon entered against Shore Realty Corp. by the County of Nassau on November 11, 1986 in the matter having Index No. 25385/85 (Nassau County). This indemnity shall survive the Closing.

4. The Receiver is appointed pursuant to the Court's pendant jurisdiction under CPLR Article 64. The receivership shall continue until further order of the Court. The Receiver's oath and undertaking are waived.

5. The Receiver shall report and account to the Court, on notice to those named in Section XXIX, not less than annually, and more frequently as appropriate.

6. The Receiver shall be entitled to reimbursement from the Trust Fund for appropriate expenses, disbursements and costs, including those related to maintenance of Shore Realty Corp., franchise taxes, real estate taxes, other taxes, counsel fees, insurance premiums and related out-of-pocket costs, in an amount

not to exceed \$2,500 per year unless authorized by further order of the Court.

XXII. RELEASES AND COVENANTS NOT TO SUE BY THE STATE

1. For the purpose of the following releases and covenants not to sue in this Section XXII and for the purpose of Section XXIII relating to contribution protection, the term "Settling Defendants" shall mean the Settling Generator Defendants and Settling Owner Defendants. For the purpose of the following releases and covenants not to sue, the term "State" shall include all of its departments, agencies, officers, administrators and their representatives.

2. State and Non-De Minimis Defendants and Certain Settling Owner Defendants. In consideration of the actions that will be taken and the payments that will be made under the terms of this Consent Judgment by the Non-De Minimis Defendants and those Settling Owner Defendants identified in Appendix Y ("Participating Settling Owners"), the State hereby releases from liability and covenants not to sue such Non-De Minimis Defendants and Participating Settling Owners and their present and former parents and subsidiaries, officials, officers, directors, agents, employees and shareholders for Covered Matters. With respect to all such liability, these releases and covenants not to sue shall be effective as of the date of entry of this Consent Judgment. These releases and covenants not to sue are conditioned upon complete and satisfactory performance by the Non-De Minimis Defendants and the Participating Settling Owners of their

obligations under this Consent Judgment. The Non-De Minimis Defendants and the Participating Settling Owners shall be released absolutely by the State from all past and future costs and damages upon satisfaction of the ROD requirements or, if that has not occurred, upon the later of six (6) years from the Operations Commencement Date or the expenditure of the \$1.75 million, adjusted by the CPI Adjustment Factor, above the amounts initially contributed to the Trust Fund described in Section IX, subject only to a reopener in accordance with CERCLA/SARA Section 122(f)(b)(A), 42 U.S.C. § 9622(f)(b)(A) allowing the State the right to sue concerning liability arising out of pre-existing conditions at the Site related to past on-site activities which are unknown to the State as of the date of entry of this Consent Judgment and discovered after entry of this Consent Judgment.

3. State and Settling Owner Defendants. The Settling Owner Defendants other than the Participating Settling Owners, and all of their present and former parents and subsidiaries, officials, officers, directors, shareholders, employees, and agents, conditioned upon satisfaction of all obligations imposed upon them set forth in Appendix X and otherwise imposed by this Consent Judgment, are and shall be fully discharged and absolutely and unconditionally released by the State, effective as of the date of entry of this Consent Judgment, from any claim or civil liability which arises out of or relates to, or may in the future arise out of or relate to, any release or threat of release of hazardous substances from the Site whether or not

addressed by the ROD and the implementation of the remedial program and whether or not known to the State at the time of the execution of this Consent Judgment.

(a) The Shore Realty Owners, as defined in Appendix X, are and shall be fully discharged and released from all liability or obligations set forth in the Stipulation and Order by and between the Attorneys for the State of New York and the Attorneys for the Shore Realty Corp. and Donald LeoGrande dated July 31, 1987 in an action pending in the United States District Court for the Eastern District of New York entitled State of New York v. Shore Realty, et al., Index No. 84 Civ. 0864 (HB). Payment of the monies and transfer of the property shall be in lieu of any obligations which may have been agreed upon, including payment of contempt fines pursuant to said Stipulation.

4. State and De Minimis Defendants. The State has agreed to a De Minimis settlement as provided for in Section 122(g) of CERCLA/SARA, pursuant to which the De Minimis Defendants, including their present and former parents and subsidiaries, officials, officers, directors, shareholders, employees and agents are being fully released from this matter upon their payment of specified sums pursuant to Section IX in such proportions as they and the Non-De Minimis Defendants have agreed among themselves. By this Consent Judgment, the State fully and completely releases all De Minimis Defendants and their present and former parents and subsidiaries, officials, officers, directors, shareholders, employees and agents from any civil

liability arising in any way from the Site or the remediation of the Site.

5. The United States and Settling Defendants. The EPA has entered into administrative settlement agreements with certain De Minimis and Non-De Minimis Defendants and Settling Owner Defendants pursuant to Sections 122(g)(4) and 122(h)(1) of CERCLA/SARA, 42 U.S.C. §§ 9622(g)(4) and 9622(h)(1), which are attached hereto as Exhibit 1 and Exhibit 2, respectively.

6. Release Inter Se. The Settling Defendants hereby release and covenant not to sue each other or each other's present and former parents and subsidiaries, officials, officers, directors, shareholders, employees or agents, except as expressly provided in this Consent Judgment, with respect to any past, present or future civil claim, counterclaim, or cross claim concerning any costs, expenses, liabilities or damages of any nature or description, past, present or future, arising out of or relating to the past, present or future release or threat of release, disposal, or the presence on the Site of, hazardous substances addressed by the ROD. The following claims are excluded from the release inter se:

(a) Claims based on liability of the Non-De Minimis Defendants and Participating Owner Defendants arising from the disposal of waste materials attributable to performance of the ROD and disposed outside of the Site or future disposal of waste materials not in accordance with the implementation of the ROD in a lawful manner; and

(b) Claims based on liability of the Non-De Minimis Defendants and Participating Settling Owners based on any obligations at law or in equity which arise from releases of hazardous substances, pollutants or contaminants to the environment which are unrelated to those which are the subject of this Consent Judgment, unless such releases are identified and made subject to this Consent Judgment by a modification hereof.

7. Settling Defendants hereby release and covenant not to sue or assert any claims or causes of action against the State or the United States with respect to the Site or this Consent Judgment, including, but not limited to, any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through Sections 106(b)(2), 111, 112, 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9611, 9612, 9613, any other provisions of law, any claim against the State or the United States under Section 107 or 113 of CERCLA/SARA, 42 U.S.C. §§ 9607 or 9613, related to the Site, or any claims arising out of response activities at the Site. Nothing in this Consent Judgment shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 CFR § 300.700(d).

8. Covered Matters. Covered Matters shall include any and all claims, express or implied, for civil liability to the State of New York arising under Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 or 9607(a) and under Section 7003 of RCRA, 42

U.S.C. § 6973, and under any other federal or state law, including the common law, for costs, expenses, liabilities or damages of any nature or description, past, present or future, including natural resources damages, arising out of or relating to the past, present or future release or threat of release, or the presence on the Site of hazardous substances. The following claims are not Covered Matters:

(a) Claims based on liability of the Non-De Minimis Defendants and Participating Owner Defendants arising from the disposal of waste materials attributable to performance of the ROD and disposed outside of the Site or future disposal of waste materials not in accordance with the implementation of the ROD in a lawful manner; and

(b) Claims based on liability of the Non-De Minimis Defendants and Participating Settling Owners based on any obligations at law or in equity which arise from releases of hazardous substances, pollutants or contaminants to the environment which are unrelated to those which are the subject of this Consent Judgment, unless such releases are identified and made subject to this Consent Judgment by a modification hereof.

XXIII. CONTRIBUTION PROTECTION

1. Each of the Settling Defendants shall be deemed to have resolved its liability to the State of New York for Covered Matters as defined in paragraph XXII(8) and to the United States, upon behalf of the Federal Trustees, for Natural Resources Damage Matter, as defined in Section X, supra. With regard to claims

for contribution for matters addressed in this Consent Judgment, the parties hereto agree that the Settling Defendants are entitled to such protection from contribution actions as is provided by CERCLA/SARA Section 113(f), 42 U.S.C. § 9613(f).

2. Settling Defendants expressly retain and reserve the right to assert claims against other Settling Defendants with respect to any agreements relating to the performance of their obligations under this Consent Judgment.

3. Nothing in this Consent Judgment shall be construed to create any rights in or grant any cause of action to any person not a party to this Consent Judgment. Except as provided herein, each of the Parties expressly reserves any and all rights (including any right to contribution), defenses, claims, demands and causes of action which each party may have with respect to any matter, transaction, or occurrences relating in any way to the Site against any person not a party hereto.

XXIV. CONTINUING LIABILITY OF NON-SETTLING PARTIES

1. Any parties to this action who do not participate as parties to this Consent Judgment remain potentially liable in accordance with law for all alleged damages and any other requested relief. Such non-settling parties shall be pursued in good faith by the State with assistance from other settling parties pursuant to agreement among them. It is expressly determined that by its participation in this Consent Judgment the State, as against the non-settling parties, has not waived or compromised in any respect any lawful damage claim which it may

have against any non-settling party, including but not limited to interest on the amount of its removal costs previously incurred, oversight costs, and natural resources damages.

2. As to the proceeds which the State may realize from pursuit of its claims against any Recalcitrant Generator, of the first \$350,000 recovered therefrom, one-half shall be paid to the Non-De Minimis Defendants and one-half to the State. Thereafter, of all sums in excess of \$350,000 recovered from the Recalcitrant Generators, one-half shall be paid to the Non-De Minimis Defendants and one-half to the State. Settling Owner Defendants not released by paragraph XXII(3) have the exclusive right to seek contribution and to retain the proceeds recovered from any non-settling owner or operator or persons not parties to this action potentially liable under CERCLA/SARA who are potentially liable as a customer of Mattiace Petrochemical's Facility in Glen Cove, New York.

XXV. SALE OF LAND AND DISPOSITION OF PROCEEDS OF SALE OF LAND

1. The Site shall be sold at the conclusion of the remediation, or earlier, at such time as the Receiver shall determine, subject to the approval of the Court on notice to the State and to the Executive Committee.

2. In the event that the Receiver does not, or is unable to, sell the Land within twelve (12) years of the Operations Commencement Date, or such sooner date as the State and the Receiver may agree upon, such event hereafter being "No-Sale," the value of the Land shall be determined by an appraisal to be

made by a competent real estate appraiser agreed upon by the Receiver and the State. In the event of "No Sale", the Receiver shall record a lien on the Land in the amount of such appraisal or \$500,000, whichever amount is greater, in favor of Owner Defendants not released by paragraph XXII(3), in order to protect such Owner Defendants' interest, which such lien shall not constitute an indicia of ownership or operation of the Site, and which such lien shall not subject such Owner Defendants to future CERCLA liability as an owner or operator of the Site. In no event shall arranging or soliciting for the sale of the Land constitute participation in the management of the Site, and actions taken by such Owner Defendants or the Receiver in that respect shall not be used as evidence to demonstrate management, ownership or operation of the Site. In the event of "No Sale", the Receiver, subject to Court approval, shall take such measures as are appropriate with respect to disposition of the unsold Land including the possibility of abandonment thereof as provided by Section 1200 of the New York Abandoned Property Law. In the event of "No-Sale", for purposes of paragraph 3 of this Section, the net proceeds of sale of the Land shall be deemed to be \$1 (one dollar), and the Land shall be deemed to have been sold by the Receiver who shall be discharged upon completion of the appropriate measures determined above.

3. The net proceeds of the sale of the land shall be remitted by the Receiver to the Trustees and be utilized as follows:

(a) In the event the Settling Owner Defendants not released by paragraph XXII(3) have elected to pledge any amount up to \$500,000 of their obligation to fund the Settlement under Section IX, above, in reliance on the anticipated proceeds from the sale of the land, such net proceeds or part thereof, shall be paid as provided below into the Escrow Fund to satisfy that pledge.

(i) If the proceeds remitted to the Trust Fund by the Receiver are insufficient to satisfy the pledge of the Settling Owner Defendants, Settling Owner Defendants not subject to paragraph XXII(3) shall remit payment to the Escrow Fund in an amount necessary to satisfy the insufficiency in the sale proceeds.

(ii) If, after satisfaction of the pledge referred to above, proceeds from the sale of the land remain available, such proceeds shall be utilized in accordance with the following priorities:

(A) First, to the extent available, if the State used any principal from the Escrow Fund to pay its share of the \$1.75 million (as adjusted by the CPI Adjustment Factor) remedial cost overruns described in paragraph IX(9), above, a sum shall be credited to the Escrow Fund sufficient to reimburse the State for such expenditures.

(B) Second, to the extent available, if one or more Settling Owner Defendants not released by paragraph XXII(3) was required to pay interest to the State on the amount

pledged to the Escrow Fund on the basis of the anticipated sale of the land in order for the State to pay its share of the \$1.75 million (as adjusted by the CPI Adjustment Factor) under paragraph IX(10), above, such Owners shall be reimbursed from the Escrow Fund for such expenditures.

(C) Third, to the extent available, an amount shall be credited to the Escrow Fund equivalent to the interest that would have been earned on the amount pledged to the Escrow Fund on the basis of the anticipated sale of the land had such amount been held in the Escrow Fund for a period no greater than six (6) years from the creation of the Escrow Fund.

(D) Fourth, to the extent available, sale proceeds in excess of those required to meet the obligations of subparagraphs 3(a)(ii)(A) through 3(a)(ii)(C) shall be credited the Trust Fund and may be used for any and all Trust Fund purposes.

(b) To the extent that the Settling Owner Defendants not released by paragraph XXII(3) do not pledge any amount up to \$500,000 of their obligation to fund the Settlement under Section IX, above, in reliance on the anticipated proceeds from the sale of the land, but pay cash in lieu thereof, such Settling Owner Defendants shall be entitled to be reimbursed from the proceeds from the sale of the land to the extent of the amount of such cash payment (in a principal amount of up to \$500,000) with interest thereon at a rate or rates equivalent to that earned by the Escrow Fund during the same period, to the extent that

proceeds from the sale of the land may be available. If, after such reimbursement plus interest, additional land sale proceeds are available, such surplus shall be (1) credited to the Escrow Fund to repay the State for any use of principal from the Escrow Fund which it was obligated to use to make payments pursuant to paragraph IX(10), and (2) to the extent available, credited to the Trust Fund for any and all Trust Fund purposes.

XXVI. COSTS AND PAYMENTS

Except as otherwise provided in this Consent Judgment, the parties agree that they will bear their respective costs and disbursements.

XXVII. MODIFICATION

Subsequent to the release of the De Minimis Defendants or Settling Owner Defendants released by paragraph XXII(3) herein, modification of this Consent Judgment shall require the written consent of each Member in good standing of the Performing Parties Group, the State and the United States, on behalf of the Federal Trustees, provided that the Consent Judgment may not be modified so as to in any way affect a De Minimis Defendant or Settling Owner Defendant released pursuant to paragraph XXII(3) without the written consent of such Defendant. All modifications will be subject to the approval of the Court and will be effective as of the date of such approval.

XXVIII. ADMISSION OF DATA

In the event that the Court is called upon to resolve a dispute concerning implementation or interpretation of this Consent Judgment, the parties hereto waive any evidentiary objection to the admissibility into evidence of data gathered, generated, handled or evaluated pursuant to and in accordance with this Consent Judgment. Any party may object to a specific item of evidence if the objecting party demonstrates that such item of evidence was not gathered, generated, handled or evaluated in accordance with the sampling and analytical procedures established pursuant to the ROD and such items shall not be considered by the Court unless the Court determines, after demonstration by the party relying on the evidence, that it is of a nature reasonably relied upon by experts within the field.

XXIX. NOTICE REQUIREMENTS

The original or copy of all communications, other than plans within the meaning of Section XII, between and among the parties hereto shall be sent to at least the following persons or their written designees:

Gordon J. Johnson, Esq.
Deputy Bureau Chief
New York State Department of Law
120 Broadway, 26th Floor
New York, New York 10271

G. S. Peter Bergen, Esq.
LeBoeuf, Lamb, Leiby & MacRae
520 Madison Avenue
New York, New York 10022

Andrew J. Simons, Esq.
Farrell, Fritz, Caemmerer, Cleary,
Barnosky & Armentano, P.C.,
EAB Plaza, West Tower - 14th Floor
Uniondale, New York 11556

Donald W. Stever, Esq.
Sidley & Austin
875 Third Avenue
New York, New York 10022

Deborah B. Zwany, Esq.
United States Attorney
Eastern District of New York
1 Pierrepont Plaza - 11th Floor
Brooklyn, New York 11201

Mark Barash, Esq.
Department of Interior
Regional Solicitor
Northeast Region
One Gateway Center
Suite 612
Newton Corner, MA 02158

Anton Giedt, Esq.
NOAA - Regional Attorney
Office of General Counsel
One Blackburn Drive
Suite 205
Gloucester, MA 01930

After final release and dismissal of the De Minimis and
Settling Owner Defendants released pursuant to paragraph XXII(3),
notifications as per this Section need no longer be sent to any
representative of such De Minimis or Owner Defendants.

XXX. APPENDICES

Appendices annexed hereto are an integral part of this
Consent Judgment and are hereby incorporated by reference as if
they were set forth herein verbatim.

XXXI. CONTINUING JURISDICTION

The Court specifically retains jurisdiction over both the subject matter and the parties hereto under this Consent Judgment for its duration for the purposes of issuing such further orders or directions as may be necessary or appropriate to construe, implement, modify, enforce, terminate, or reinstate its terms or for any further relief as the interest of justice may require. Nothing in this Consent Judgment shall be deemed to prohibit the continuation or otherwise relieve this Court of jurisdiction over any action or claim by the State, the United States, on behalf of the Federal Trustees, and/or the Non-De Minimis or Settling Owner Defendant not released by paragraph XXII(3) herein. Settling Defendants may proceed against any non-settling party in accordance with Section XXIV hereof.

XXXII. NEW REMEDIATION CRITERIA

In the event that a new standard for a particular chemical constituent is promulgated by the State or federal government which standard may appear to be only "applicable" or "relevant and appropriate" pursuant to Section 121(d)(2)(A) of CERCLA/SARA with respect to the Site and such standard is more stringent than the Remediation Criteria set forth in the ROD, the Remediation Criteria contained in the ROD shall obtain as provided by NCP, 40 CFR § 300.430(f)(1)(ii)(B).

XXXIII. DISPUTE RESOLUTION

In the event that the Performing Parties Group, the State and the Federal Trustees cannot resolve any dispute arising under

this Consent Judgment or from the implementation or modification of this Consent Judgment, then the interpretation advanced by the State and the Federal Trustees shall be considered binding unless the Performing Parties Group petitions for the resolution of the dispute pursuant to the provisions of this Section.

Any dispute that arises with respect to the meaning or application of this Consent Judgment or any action, plan, schedule or modification under this Consent Judgment, shall in the first instance be the subject of informal negotiations. Such period of informal negotiations shall not extend beyond 30 days, unless the parties agree otherwise.

At the termination of unsuccessful informal negotiations, should the Performing Parties Group choose not to follow the State's or the Federal Trustees' position, it shall file with the Court a petition which shall describe the nature of the dispute and include a proposal for its resolution. The filing of a petition asking the Court to resolve a dispute shall not of itself postpone the deadlines for the Performing Parties Group to meet obligations under this Consent Judgment with respect to the disputed issue.

The State and the United States, on behalf of the Federal Trustees, shall have thirty (30) days or such other time as the Court may direct to respond to the petition and submit a proposal for resolving the dispute. Should the matter in dispute involve any issue other than one regarding the adequacy of the Performing Parties Group's performance under paragraphs VIII(1), (2) and (3)

of this Consent Judgment, this Court's scope of review shall be in accordance with Section III of this Consent Judgment. Should the issue in dispute concern the adequacy of the Performing Parties Group's performance under paragraphs VIII(1), (2) and (3), the Performing Parties Group shall have the burden of demonstrating that its proposal is consistent with the National Contingency Plan and will protect public health, welfare and the environment from the release or threat of release of hazardous substances at the Site, and as to any such dispute, the standard of review provided by § 113(j) of CERCLA/SARA shall apply as to the State's and the United States', on behalf of the Federal Trustees, proposal.

XXXIV. INDEMNIFICATIONS

1. Except as otherwise provided in this Consent Judgment, the Performing Parties Group shall indemnify and hold the State and Federal Trustees harmless for all claims, suits, actions, damages and costs of every name and description arising out of or resulting from actions by the Performing Parties Group in the course of the fulfillment or attempted fulfillment of this Consent Judgment.

2. Settling Owner Defendants listed in Appendix Y hereby indemnify and hold harmless Settling Owner Defendants listed in Appendix X from all civil claims and liability, including attorneys fees, asserted by:

- (a) The United States, on behalf of the Federal Trustees, under Section X arising out of or

relating to natural resources damages in connection with the site, and

- (b) The United States, on behalf of the EPA, arising out of or resulting from or under Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606, 9707(a), and Section 7003 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6973, for recovery of "Past Response Costs" and "Future Response Costs," as these terms are defined in the Administrative Order on Consent, Index No. II CERCLA-122-20201, paragraph 3(d) and (f).

3. Notice of any claim arising under subparagraphs 2(a) or 2(b) above, whether asserted in this action, a separate action, or administratively, shall be provided by Settling Owners Defendants listed in Appendix X within 30 days to Settling Owner Defendants listed in Appendix Y.

XXXV. TERMINATION AND SATISFACTION

This Consent Judgment shall be deemed satisfied when all of the obligations of the parties hereto have been fully complied with. At such time as the parties hereto agree that such obligations have been fully complied with the State shall so notify the Performing Parties Group in writing, subject to the provisions of Section XXIV regarding non-settling parties, and shall file a satisfaction of judgment with respect to such parties whose obligations have been satisfied. If the parties cannot agree regarding such satisfaction and termination, the

matter may be submitted to the Court and resolved pursuant to Section XXXIII.

XXXVI. MISCELLANEOUS

1. This document may be executed in counterparts. Each counterpart may serve as a duplicate original.

2. Nothing in this Consent Judgment shall be construed to waive or nullify any rights that any person not a signatory to this Consent Judgment may have under applicable law.

XXXVII. EFFECTIVE DATE

This Consent Judgment is effective upon the date of its entry by this Court.

SO ORDERED

Jack B. Weinstein
United States District Judge

Dated:

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

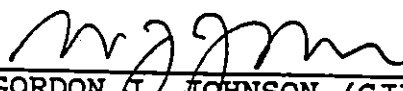
84 Civ. 0864

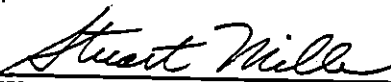
85 Civ. 2270

(JBW)

CONSENT JUDGMENT

For Plaintiffs STATE OF NEW YORK
AND THOMAS C. JORLING, New York
Commissioner of Environmental
Conservation, as Trustee for
Natural Resources


GORDON J. JOHNSON (GJJ 7379)
Deputy Bureau Chief


STUART MILLER (SM 7264)
Assistant Attorney General
New York State Department of
Law
Environmental Protection
Bureau
120 Broadway
New York, New York 10271
(212) 416-8448
(212) 416-8478

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

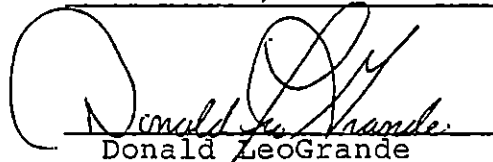
CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Shore Realty Corp.

ADDRESS: c/o Thatcher Proffitt & Wood
Two World Trade Center
New York, New York 10048

BY:


Donald Leo Grande

TITLE:

President

DATE:

APRIL 15 1992.

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: ✓ AMNON BARTUR

ADDRESS: _____

BY: A. Bartur

TITLE: _____

DATE: 4-10-12

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

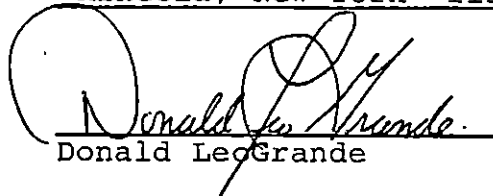
SETTLING PARTY: Windsor Fuel Co., Inc.

ADDRESS: The Windsor Fuel Building

80 Windsor Avenue

Mineola, New York 11507

BY:


Donald Leo Grande

TITLE: President

DATE: APRIL 15, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Donald LeoGrande

ADDRESS: 4 Lattingtown Ridge

Lattingtown, New York. 11560

BY:

Donald LeoGrande

TITLE:

DATE:

APRIL 9, 1993

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

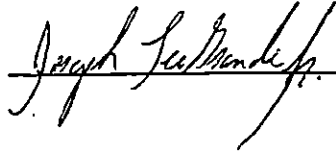
COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Joseph LeoGrande, Jr.

ADDRESS: 3 Hamilton Court

Glen Head, New York 11545

BY:



TITLE:

DATE:

April 9, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

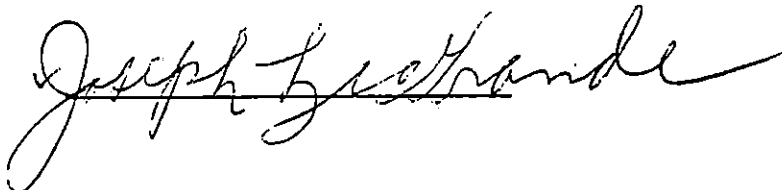
CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Joseph Leogrande, Sr.

ADDRESS: 196 Charles Street
East Williston, New York

BY:

A handwritten signature in cursive script, appearing to read "Joseph Leogrande", written over a horizontal line.

TITLE: Third Party Defendant

DATE: April 15, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

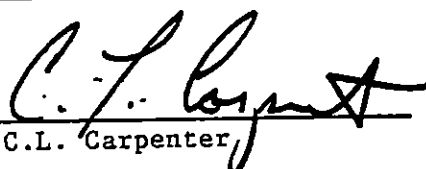
COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Westinghouse Electric Corporation

ADDRESS: P.O. Box 1693 MS 1252

Baltimore, MD. 21203

BY:


C.L. Carpenter

TITLE:

Vice President, Business Operations

DATE:

5/21/92

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: The Sherwin-Williams Company

ADDRESS: 101 Prospect Avenue, N.W.

Cleveland, Ohio 44115

BY:


Louis E. Stellato

TITLE:

Vice President, General
Counsel & Secretary

DATE:

May 18, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: DIAL ACE UNIFORM SUPPLY CO.

ADDRESS: 30 Dunton Avenue

Deer Park, NY 11729

BY:

Edward Piccola

TITLE:

Secretary

DATE:

May 20, 1992

*All de minimis settlers must return this executed form by April 20.
All non-de minimis settlers must return this form by May 26.*

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Maken Industries

ADDRESS: c/o Conway, Farrell, Curtin & Kelly, P.C.
53 Wall Street
New York, New York 10005

BY: Conway, Farrell, Curtin & Kelly, P.C.

TITLE: Attorneys for the now defunct Maken Ind.

DATE: May 19, 1992

BY: William F. Jerome

TITLE: Assistant Special Deputy Supt. of Insur
ance for Salvatore R. Curiale, Supt. of
Ins. as Liquidator of Union Indemnity,
former insurance carrier for the now -
defunct Maken Industries

DATE: May 19, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Chemical Waste Disposal Corporation

ADDRESS: 42-14 19th Avenue

Astoria, New York 11105

BY:

Diane Levy, Pres.
Diane Levy

TITLE:

President

DATE:

May 21, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.
84 Civ. 0864
85 Civ. 2270
(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: CALLEIA BROS. INC.
By BCE OIL REFINING, INC.,
SUCCESSOR-ENTITY BY MERGER

ADDRESS: 360 Maspeth Avenue
Brooklyn, New York 11211

BY:


Salvatore Cortese

TITLE:

President

DATE:

April 30, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

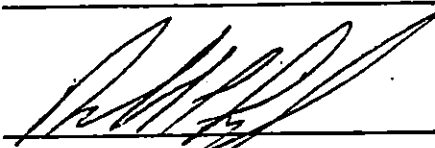
CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Dayton T. Brown, Inc.

ADDRESS: 555 Church Street
Bohemia, New York 11716

BY:


Robert C. Single

TITLE:

Vice President/Secretary

DATE:

5/18/92

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: CAPITOL RECORDS, INC.

ADDRESS: 1750 North Vine Street
Hollywood, California 90028

BY:


Robert B. O'Neill

TITLE:

Vice President and General Counsel

DATE:

May 18, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

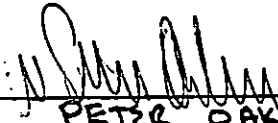
COUNTERPART SIGNATURE PAGE

SETTLING PARTY: OAKES MACHINE CORP.

ADDRESS: 235 Grant Avenue

Islip, New York 11751

BY:

X 
PETER OAKES

TITLE:

X 
PRESIDENT

DATE:

April 13, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

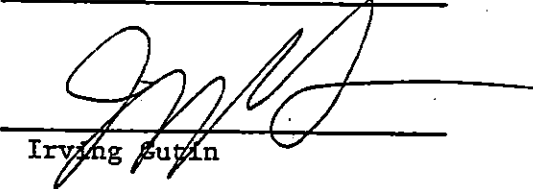
CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Accurate Forming Division
of Tyco Laboratories, Inc.

ADDRESS: One Tyco Park
Exeter, New Hampshire 03833

BY:


Irving Eutin

TITLE:

Senior Vice President

DATE:

April 15, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

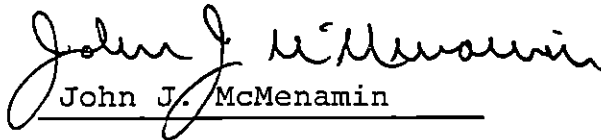
CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: ALADDIN TRANSPARENT PACKAGING,
A Division of BLEYER INDUSTRIES, INC.

ADDRESS: 260 West Sunrise Highway
P.O. Box 9019
Valley Stream, NY 11582-9019

BY:


John J. McMenamin

TITLE:

Treasurer

DATE:

4/10/92

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Ridge Printing Co.

ADDRESS: 535 Orinaw Ave.
Ridgefield NJ 07657

BY: Lita Chan

TITLE: VP

DATE: 4/13/92

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: DEPARTMENT OF VETERANS AFFAIRS

ADDRESS: MEDICAL CENTER

800 FOLY PLACE

BROOKLYN, NY 11209-7104

BY:


MICHELLE M. RANES

TITLE:

CONTRACTING OFFICER

DATE:

APRIL 13, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

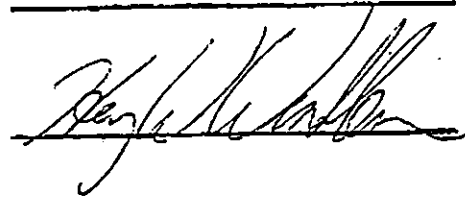
COUNTERPART SIGNATURE PAGE

SETTLING PARTY: American Biltrite Inc.

ADDRESS: 57 River Street

Wellesley Hills, MA 02181

BY:



TITLE: Secretary and Corporate Counsel

DATE: April 7, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

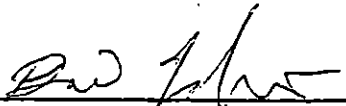
SETTLING PARTY:

Kewanee Industries, Inc. (Lyndal Chemical
division of Millmaster Onyx Corporation)

ADDRESS:

c/o Chevron Corporation
575 Market St, Room 3882
San Francisco, CA 94105

BY:


David Tagliareni

TITLE:

Superfund Specialist

DATE:

4-10-92

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

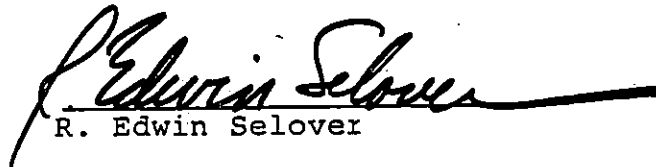
CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Public Service Electric and Gas Company

ADDRESS: 80 Park Plaza, P.O. Box 570, T5C
Newark, New Jersey 07101

BY:


R. Edwin Selover

TITLE: Sr. Vice President and General Counsel

DATE:

April 15, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

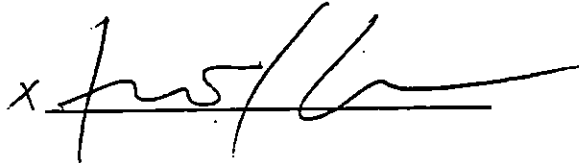
COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Vernitron Corporation

ADDRESS: 645 Madison Avenue

New York, New York 10022

BY:

x 

TITLE:

Vice President

DATE:

April 15, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Brookhaven Memorial Hospital Medical Center

ADDRESS:

101 Hospital Rd.

Patchogue, New York 11772

BY:

Donald G. Girault

TITLE:

Vice President - Finance

DATE:

4/10/92

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

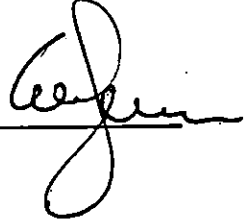
(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Tri Metal Fabrication, Inc.

ADDRESS: 26 Werman Court
Plainview, N.Y. 11803

BY: Eli Levin 

TITLE: President

DATE: April 15, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: LONG ISLAND LIGHTING COMPANY

ADDRESS: 175 East Old Country Road

Hicksville, NY 11801

BY:

Mindy Morick

TITLE:

Assistant General Counsel

DATE:

April 14, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

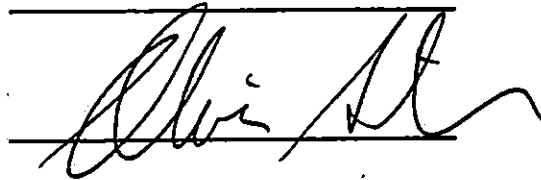
CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: ADEMCO Division of Pittway Corp.

ADDRESS: 165 Eileen Way
Syosset, NY 11791

BY:

A handwritten signature in black ink, appearing to read "Oliver St.", is written over a horizontal line.

TITLE: Executive Vice President

DATE: April 10, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

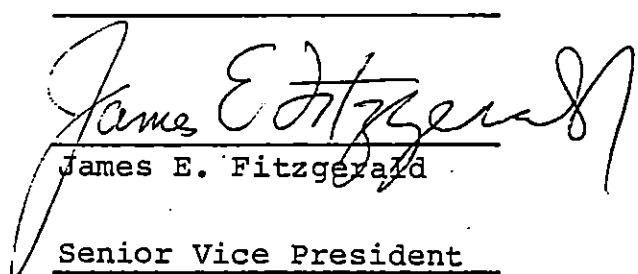
CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: NEWSDAY

ADDRESS: 235 Pinelawn Road
Melville, New York 11747-4250

BY:


James E. Fitzgerald

TITLE:

Senior Vice President

DATE:

4/13/92

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY:

Joseph J. Schell

ADDRESS:

BY:

TITLE:

DATE:

4-16-92

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Phillips Petroleum Company

ADDRESS: 1223 Adams Bldg.
Bartlesville, OK 74004

BY:

William B. Paul *WBP*

TITLE:

Senior Vice President and General Counsel

DATE:

APRIL 6, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

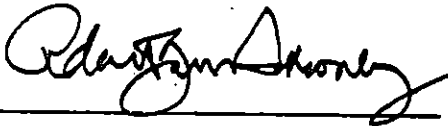
CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Avery Label

ADDRESS: 150 No. Orange Grove Blvd.
Pasadena, California 91103

BY:



TITLE:

Vice President

DATE:

April 10, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: ALL AMERICAN METAL CORP.

ADDRESS: 200 BUFFALO AVE
FREEPORT, NY 11520

BY:


BERNARD PECHTER

TITLE:

PRESIDENT

DATE:

4/13/92

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

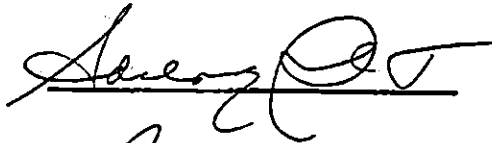
SETTLING PARTY:

The Onebe Corporation

ADDRESS:

201 East Bethpage RoadPlainville, New York11803

BY:



TITLE:

President

DATE:

4/9/92

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

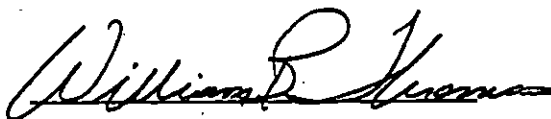
SETTLING PARTY: United States Coast Guard

ADDRESS:

2100 Second St. S.W.

Washington, D.C. 20053

BY:



William B. Thomas
Captain, U.S. Coast Guard
Chief, Claims & Litigation Division

TITLE:

DATE:

10 April 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

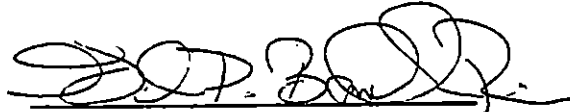
COUNTERPART SIGNATURE PAGE

SETTLING PARTY: General Waste Oil Co.

ADDRESS: 9 Garrison Avenue

Wyandanch, N.Y. 11798

BY:



Glenn P. Bonelli

TITLE: President

DATE: April 14, 1992

STATE OF NEW YORK, et al..

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: CAMVAC INTERNATIONAL INC.

ADDRESS: c/o 7315 Pineville-Matthews Road
Charlotte, North Carolina 28226

BY:



Keith F. Kennedy

TITLE:

Vice President and Secretary

DATE:

April 20, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Dorr-Oliver, Inc.

ADDRESS: 612 Wheeler's Farm Rd

P.O. Box 3819

Milford, CT 06460-8719

BY:

C. R. H. H. H.

TITLE:

Vice President, Secretary
and General Counsel

DATE:

April 16, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY:

Dasco Cleaners

ADDRESS:

1506 Montauk Highway

Oakdale, New York 11769

BY:

The Home Insurance Company

TITLE:

Charles Dymowski, MGR
Your Name and Title

DATE:

4-15-92 ✓

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JEW)

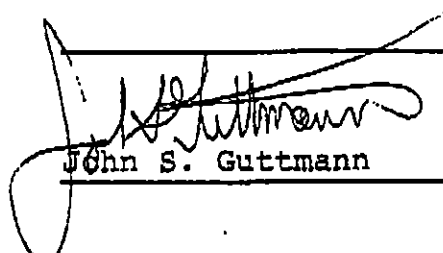
CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Washington Moulding

ADDRESS: 300 Plaza Drive
Binghamton, NY 13903

BY:


John S. Guttman

TITLE: Counsel

DATE: April 20, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: WESCO STEEL DRUM CO. INC.

ADDRESS:

275 ASHBURTON AVE.
YONKERS, N.Y. 10701

BY:

James Holodak Pres

TITLE:

JAMES HOLODAK PRES.

DATE:

4/13/92

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: TEKUI- PLEX Inc

ADDRESS:

68-35th STREET.
FL 200 K.L.N., N.Y.
11232

BY:


Anthony

TITLE:

DATE:

4/17/92

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

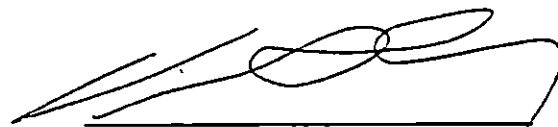
CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: POLY-PAK INDUSTRIES, INC.

ADDRESS: 125 SPAGNOLI ROAD
MELVILLE, NY 11747

BY:



VINCENT F. TRAMA

TITLE:

V. PRES. FINANCE & ADMINISTRATION

DATE:

APRIL 15, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

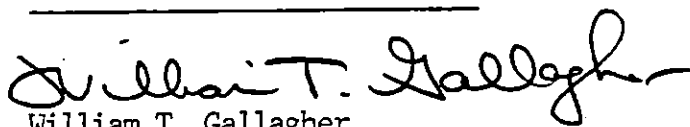
(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Crown Beverage Packaging, Inc.
(successor to Continental Can Company, Inc.)

ADDRESS: 9300 Ashton Road
Philadelphia, PA 19136

BY: 
William T. Gallagher

TITLE: Attorney

DATE: April 16, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: GOULD, INC.

ADDRESS: c/o Hammill, O'Brien, Croutier & Dempsey
138 Mineola Boulevard
Mineola, NY 11501

BY: *William F. Croutier*

TITLE: Attorney

DATE: April 13, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Ad-Views Publishers Printing Corp

ADDRESS:

Box 167

Riverhead

N.Y. 11901

BY:

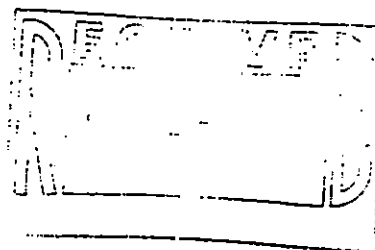
Dwight J. Willmet

TITLE:

President

DATE:

April 6, 1991



STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

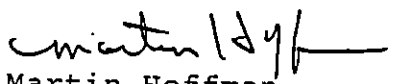
(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Designatronics, Inc.

ADDRESS: 2101 Jericho Turnpike
New Hyde Park, N.Y. 11040
(516) 328-3300

BY: 
Martin Hoffman

TITLE: Senior Vice President

DATE: April 8, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

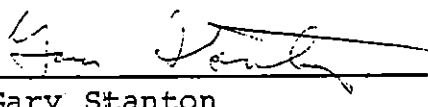
CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Coherent Communications Systems Corp.

ADDRESS: 60 Commerce Street
Hauppauge, NY 11788

BY:


Gary Stanton

TITLE:

Vice President

DATE:

April 10, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

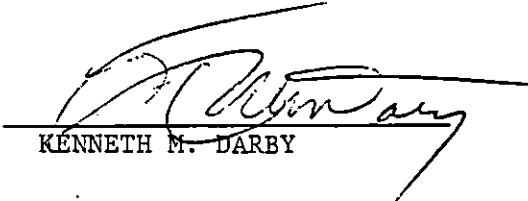
COUNTERPART SIGNATURE PAGE

SETTLING PARTY: VICON INDUSTRIES, INC.

ADDRESS: 525 BROAD HOLLOW ROAD

MELVILLE, NY 11747

BY:


KENNETH M. DARBY

TITLE:

PRESIDENT

DATE:

APRIL 9, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Award Packaging Corp.

ADDRESS: 625 SOUTH STREET
Garden City NY
11530

BY:

Michael Russell

TITLE:

President

DATE:

4/13/92

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: AAR Technical Service Center Corp.

ADDRESS: 747 Zeckendorf Boulevard

Garden City, New York

11530

BY:


HOWARD A. PULSIFER

Vice President

TITLE:

DATE:

4/10/92

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: JHAN AERO DEVICES, INC.

ADDRESS: P.O. BOX 80
WAINSCOTT NY 11975

BY: Yung A. Guilford

TITLE: EXECUTIVE VICE PRESIDENT

DATE: 6 APRIL 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

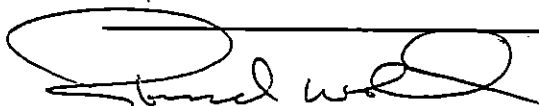
(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Charles Ross and Son Company

ADDRESS: 710 Old Willets Path, Box 12308
Hauppauge, NY 11788-0615



BY: Ronald W. Reid

TITLE: Executive Vice President

DATE: April 9, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: EM INDUSTRIES, INCORPORATED

ADDRESS: 5 Skyline Drive
Hawthorne, New York 10532

BY: *Richard K. Hackett*

TITLE: VICE PRESIDENT, FINANCE

DATE: APRIL 21, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: NYS Office of General Services

ADDRESS: c/o New York State Dept. of Law

120 Broadway, 26th Floor

New York, N.Y. 10271

BY:


GORDON J. JOHNSON

TITLE:

Assistant Attorney General

DATE:

April 16, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

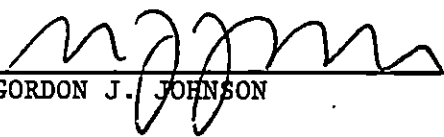
SETTLING PARTY: Edgewood State Hospital

ADDRESS: c/o New York State Dept. of Law

120 Broadway, 26th Floor

New York, N.Y. 10271

BY:


GORDON J. JOHNSON

TITLE:

Assistant Attorney General

DATE:

April 16, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

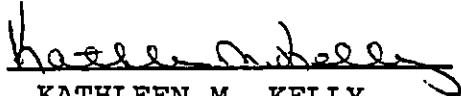
(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: AMERICAN TECHNICAL CERAMICS CORP.

ADDRESS: One Norden Lane
Huntington Station, N.Y.
11746-2102

BY: 
KATHLEEN M. KELLY

TITLE: Vice-President of Administration

DATE: April 14, 1992.

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: COLONIAL CRAFT

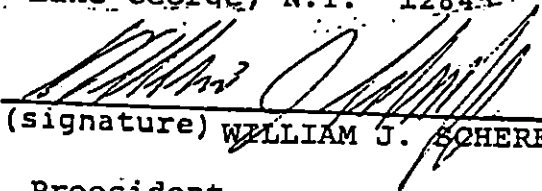
ADDRESS: c/o William Scherff

7 Rockland Drive

R.R. 3, Box 3294-1

Lake George, N.Y. 12845

BY:


(signature) WILLIAM J. SCHERFF

TITLE:

Preesident

DATE:

April 15, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: CENTRAL AVIATION AND MARINE CORP.

ADDRESS: 2125 SMITHTOWN AVENUE

RONKONKOMA, NY 11779

BY:



S. A. PELLEGRINO

TITLE:

PRESIDENT

DATE:

APRIL 13, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

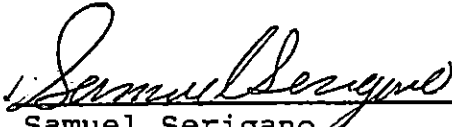
CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Aircraft Finishing Corp.

ADDRESS: 612 Rutgers Road
No. Babylon NY 11703

BY:


Samuel Serigano

TITLE:

President

DATE:

MAY 7, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

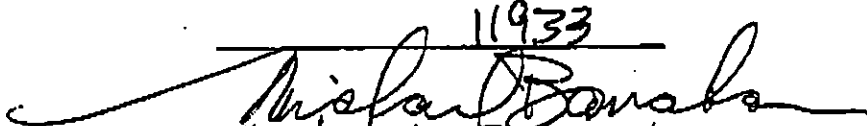
COUNTERPART SIGNATURE PAGE

SETTLING PARTY: MARINE POLLUTION CONTROL

ADDRESS: 460 EDWARDS AVE
CALVERTON NY

11933

BY:


MICHAEL BANAHAN, Esq
BARRY McTIERNAN + MOORE

TITLE:

ATTORNEYS OF RECORD

DATE:

4-21-92

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.
84 Civ. 0864
85 Civ. 2270
(JEW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: WINKLER CLEANERS

ADDRESS: 2280 Union Boulevard
Bay Shore, New York 11706

BY:

Bob Giard, attorney for Winkler Cleaners.
BOB GIARD

TITLE: Attorney for WINKLER CLEANERS

DATE: April 21, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Kimball Systems

ADDRESS: 2300 LITTON Lane
Hebron, Ky. 41048

BY:

John C. McWhorter

TITLE:

Division Counsel

DATE:

4/4/92

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: THE IRWIN COMPANY

ADDRESS: 92 GRANT STREET

WILMINGTON, OH 45177

BY:

Raymond FA Loney

TITLE:

V.P. - ADMINISTRATION

DATE:

APRIL 10, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY:

PrestigeLine Inc.

ADDRESS:

57mez Dr
Brentwood NY 11717

BY:

[Signature]

TITLE:

President

DATE:

4/9/92

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

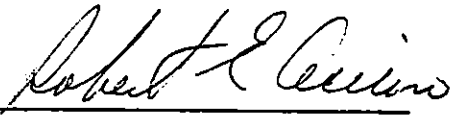
CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: AMERICAN PRECISION PAINTING CORP.

ADDRESS: 100J Knickerbocker Avenue
Bohemia, New York 11716

BY:


ROBERT E. ACIERNO

TITLE:

PRESIDENT

DATE:

April 7, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Hitzman Division - Barton Composites Corp.

ADDRESS:

160 Swarthollow Road
Old Bethpage, N.Y. 11804

BY:

Richard P. Barnard
RICHARD P. BARNARD

TITLE:

Chairman Barton Composites Corp.

DATE:

4/8/92

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY:

PUREX CORP

ADDRESS:

535 E. ALONDRA BLVD
GARDENA, CA 90248

BY:

[Signature]

TITLE:

President

DATE:

April 6, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Frank M. Carl, Falcon Automotive Products Inc.

ADDRESS: 135 Brook Avenue
Deer Park, N.Y. 11729

BY:

Frank M. Carl

TITLE:

President

DATE:

April 7, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: ChemLawn Corp.

ADDRESS: 8275 North High Street
Columbus, OH 43235-1499

BY: Kellie L. Newton

TITLE: Assistant Secretary

DATE: April 6, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

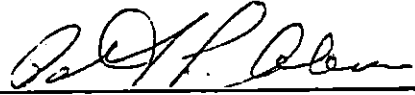
CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Telephonics Corporation

ADDRESS: 815 Broad Hollow Road

Farmingdale, NY 11735

BY: 
Patrick L. Alesia

TITLE: Assistant Treasurer

DATE: April 7, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

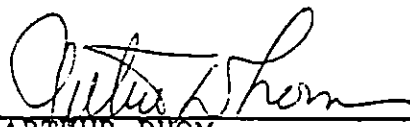
CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: PRIDE SOLVENTS & CHEMICAL COMPANY, INC.

ADDRESS: 78-88 LAMAR STREET
WEST BABYLON, NY 11704

BY:


ARTHUR DHOM

TITLE:

PRESIDENT

DATE:

APRIL 8, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: CW Post Center of LIU

ADDRESS: Northern Boulevard

Greenvale, NY

BY: 

BARTHOLOMEW J. REBORE

TITLE: Attorney for CW Post Center

DATE: April 2, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: DYTROL CORP.

ADDRESS: Seven Fairchild Avenue
Plainview, NY 11803

BY: 
BARTHOLOMEW J. REBORE

TITLE: Attorney for Dytrol Corp.

DATE: April 2, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Hartman Systems

ADDRESS: 4420 Sherwin Road

Willoughby, Ohio 44094

BY: Robert D. Velazquez

TITLE: Corporate Attorney &
Assistant Secretary

DATE: April 6, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: ARKWIN INDUSTRIES INC.

ADDRESS: 686 Main Street
Westbury, New York 11590

BY:



Irving Sverdlik

TITLE: Senior Vice President

DATE: April 6, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

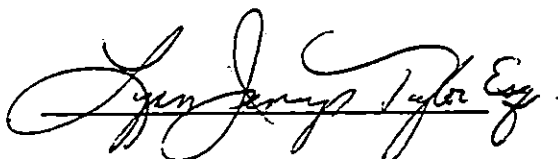
CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: St. Francis Hospital

ADDRESS: 100 Port Washington Boulevard
Roslyn, New York 11576

BY:



Lynn Jennings Taylor, Esq.
Legal Counsel/Risk Management

TITLE:

DATE: April 3, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Theodore Densieski

ADDRESS:

WALTS Radiator

807 Rt 25A

Port JEFFERSON Sta NY 11776

BY:

Theodore Densieski

TITLE:

OWNER

DATE:

5-28-92

All de minimis settlers must return this executed form by April 20.
All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

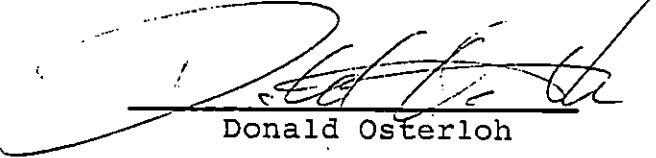
CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: A & T Auto Radiator

ADDRESS: 211 Sunrise Highway
Amityville, N.Y. 11701

BY:


Donald Osterloh

TITLE: President

DATE: April 10, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

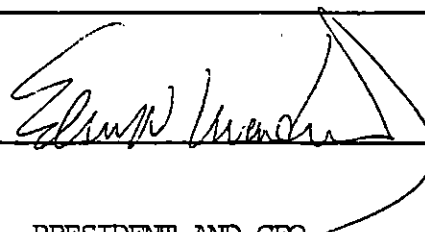
84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY:	<u>ABILITIES, INC.</u>
ADDRESS:	<u>201 I.U. WILLETS RD.</u>
	<u>ALBERTSON, N.Y. 11507</u>
	<u></u>
BY:	<u></u>
TITLE:	<u>PRESIDENT AND CEO</u>
	<u></u>
DATE:	<u>4/13/92</u>

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

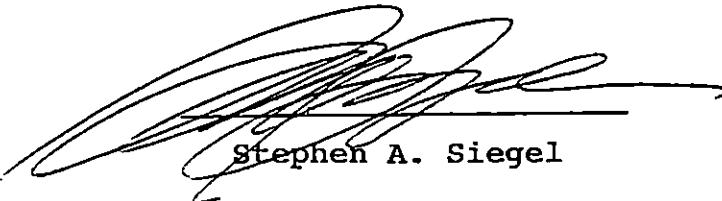
SETTLING PARTY: ADVANCE CENTRAL STATION ALARMS

ADDRESS: c/o GROMAN, ROSS, WILANSKY

1 OLD COUNTRY RD

CARLE PLACE, NY 11574

BY:



Stephen A. Siegel

TITLE:

Pres.

DATE:

4/16/92

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

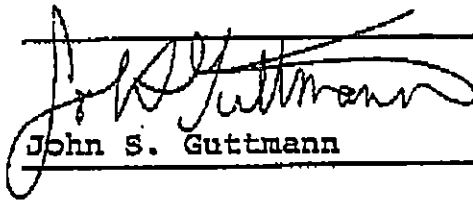
(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: American Bank Stationary (Clarke American

ADDRESS: 10931 Laureate
San Antonio, TX 78249

BY: 
John S. Guttman

TITLE: Counsel

DATE: April 20, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Armstrong World Industries, Inc.

ADDRESS: P. O. Box 3001
313 West Liberty Street
Lancaster, PA 17604

BY:


David D. Wilson

TITLE: Associate Counsel

DATE: April 20, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: AT&T Resource Management (Corporation)

ADDRESS: 131 Morristown Road

Basking Ridge, NJ 07920

BY:



TITLE:

AT&T
Environment & Safety Engineering VP

DATE:

4-10-92

All de minimis settlers must return this execution form by April 20.
All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.
84 Civ. 0864
85 Civ. 2270
(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Baumann & Sons Buses, Inc.

ADDRESS: 3355 Veterans Memorial Highway
Ronkonkoma NY 11779

BY:



TITLE:

Pres

DATE:

4/17/92

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

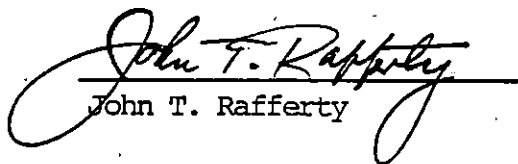
COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Benjamin Moore & Co.

ADDRESS: 51 Chestnut Ridge Road

Montvale, New Jersey 07645

BY:


John T. Rafferty

TITLE: General Counsel and Secretary

DATE: April 7, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP.. et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

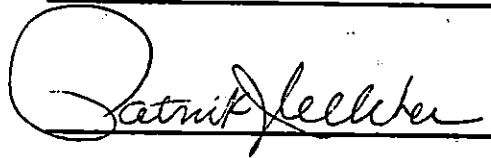
CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Beth Israel Hospital

ADDRESS: 70 Parker Ave
Passaic, N.J. 07055

BY:



TITLE:

Vice President

DATE:

4/9/92

All de minimis settlers must return this executed form by April 20.
All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

PARTIES:
SETTLING ~~PARTY~~ C.J. Osborn, Superior Varnish,
Suvar Corporation, Joseph W. Stevens

ADDRESS: C.J. Osborn

Crescent Boulevard and
Clement Avenue
Merchantville, NJ 08109

BY: 
Joseph W. Stevens

TITLE: President, Suvar Corporation
& C.J. Osborn

DATE: 4/9/92

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

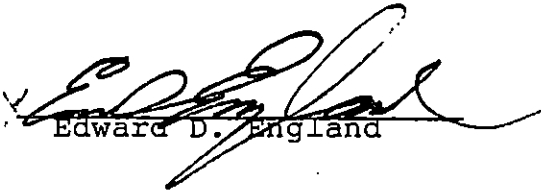
COUNTERPART SIGNATURE PAGE

SETTLING PARTY: C-P Converters, Inc.

ADDRESS: 15 Grumbacher Road

York, PA 17402

BY:


Edward D. England

TITLE:

President

DATE:

April 7, 1992

All de minimis settl must return this exe ed form by April 20.
All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

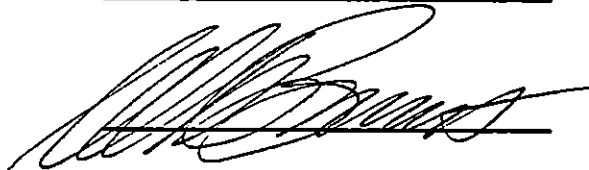
CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Castlereagh, Inc.

ADDRESS: 320 Buffalo Avenue
Freeport, N.Y. 11520

BY:



TITLE: President

DATE: as of April 20, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: X Craft Inc. (sued herein as
Cellu-Craft Inc.)

ADDRESS: c/o Kenneth David Burrows, Esq.

425 Park Avenue

New York, New York 10022

BY:

William L. Westerman
William L. Westerman

TITLE:

Chairman

DATE:

April 7, 1992

All de minimis settlers must return this executed form by April 20.
All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

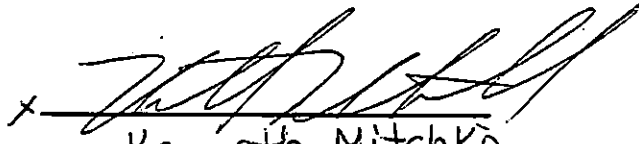
CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Chemical Pollution Control, Inc.

ADDRESS: 120 South Fourth Street
Bay Shore, NY 11706

BY:

x 
Kenneth Mitchko

TITLE:

Secretary

DATE:

4/15/92

All de minimis settl must return this exe ted form by April 20.
All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: MARCONI CIRCUIT TECHNOLOGY CORPORATION

ADDRESS: 160 SMITH STREET

FARMINGDALE, NEW YORK

BY:

Haskell T. Waddle

HASKELL T. WADDLE

TITLE:

PRESIDENT/GENERAL MANAGER

DATE:

14 April 1992

All de minimis settlers must return this executed form by April 20.
All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY:

Constin Corp.

ADDRESS:

35 So. Service Road

Plainville NY 11053

BY:

M. J. L. L.

TITLE:

Vice President

DATE:

4/17/92

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

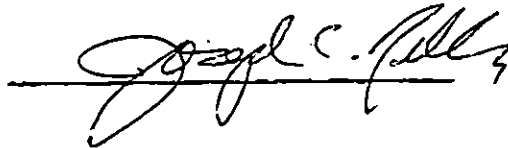
CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: CONVERTERS INK

ADDRESS: Concord Pike & New Murphy Rd.
Wilmington, DE 19897

BY:



TITLE: Assistant General Counsel

DATE: 4/14/92

All de minimis settlers must return this executed form by April 20.
All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

4-17-92

8 ANS
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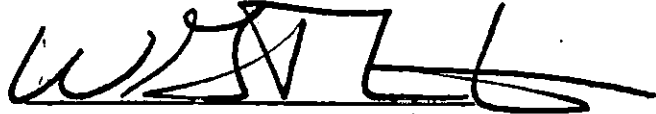
CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: DataCard Corporation

ADDRESS: 11111 Bren Road West, P.O. Box 9355
Minneapolis, MN 55440

BY:



William G. Thornton

TITLE:

Senior Attorney

DATE:

4/16/92

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.
84 Civ. 0864
85 Civ. 2270
(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY:

DIONICS, INC.

ADDRESS:

65 RUSHMORE ST.
WESTBURY, N.Y.
11590

BY:

Edward L. Fawcett

TITLE:

PRES.

DATE:

4-21-92

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: THE IRWIN COMPANY

ADDRESS: 92 GRANT STREET

WILMINGTON, OH 45177

BY:

Raymond F. Alaraz

TITLE:

V.P. - ADMINISTRATION

DATE:

APRIL 10, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY:

Kimball Systems

ADDRESS:

2300 LITTON Lane
Hebron, Ky. 41048

BY:

John C. McWhirter

TITLE:

Division Counsel

DATE:

4/4/92

All de minimis settlers must return this executed form by April 20.
All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

Received
APR 15 1992
EAH

CONSENT JUDGMENT

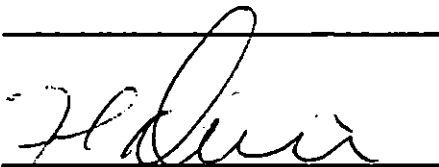
COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Driver-Harris Company

ADDRESS: 308 Middlesex Street

Harrison, NJ 07029

BY:



Frank L. Driver III

TITLE:

President

DATE:

April 14, 1992

All de minimis settle must return this executed form by April 20.
All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.

v.

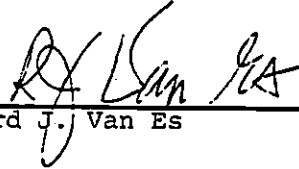
4.22.91
SHORE REALTY CORP., et al.
84 Civ. 0864
85 Civ. 2270
(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Electronic Devices, Inc.

ADDRESS: 21 Gray Oaks Avenue
Yonkers, N.Y. 10710

BY: 
Richard J. Van Es

TITLE: Chief Financial Officer

DATE: April 14, 1992

All de minimis settlers must return this executed form by April 20.
All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

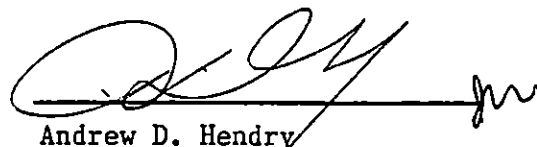
COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Ell-Bee Chemical

ADDRESS: 300 Park Avenue

New York, New York 10022

BY:



Andrew D. Hendry

TITLE: Vice President for XEB, Inc. (formerly Ell-Bee Chemical)

DATE: April 22, 1992

All de minimis settlers must return this executed form by April 20.
All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.
84 Civ. 0864
85 Civ. 2270
(JBW)

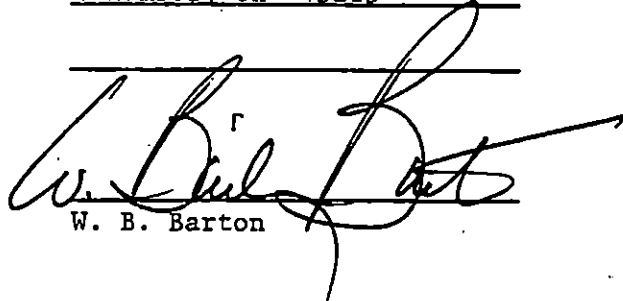
CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Fabric Leather Corporation, a
Subsidiary of Borden, Inc.

ADDRESS: 180 E. Broad St.
Columbus, OH 43215

BY:


W. B. Barton

TITLE: Vice President.
Environmental Affairs, Borden, Inc.

DATE:

April 13, 1992

All de minimis settlers must return this executed form by April 20.
All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

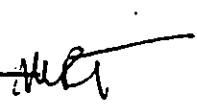
COUNTERPART SIGNATURE PAGE

SETTLING PARTY: American Cyanamid Company on behalf of
Glendale Protective Technologies, Inc.

ADDRESS: One Cyanamid Plaza

Wayne, N.J. 07470

BY:

E. Bosacki 
E. Bosacki

TITLE: President, Chemical Products Division

DATE: April 13, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

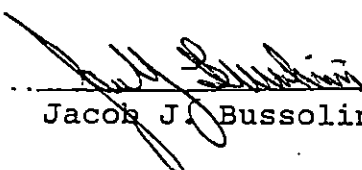
COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Grumman Aerospace Corp.

ADDRESS: 1111 Stewart Avenue

Bethpage, NY 11714

BY:


Jacob J. Bussolini

TITLE:

Vice President, Strategic Planning
Grumman Corporation

DATE:

April 20, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

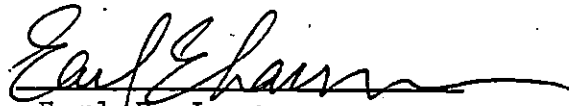
CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: GTE Products Corporation

ADDRESS: 100 Endicott Street
Danvers, Massachusetts 01923

BY:


Earl E. Lawson

TITLE:

Vice President and General Manager

DATE:

April 17, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY:

H & N Chemical Co

ADDRESS:

90 Maltese Dr
Totowa N.J.
07512

BY:

[Signature]

TITLE:

V.P.

DATE:

4/10/92

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

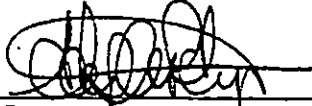
CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: HALM INDUSTRIES CO., INC.

ADDRESS: 180 Glen Head Road
Glen Head, New York 11545

BY:

 V.P.
STEPHEN P. LYON

TITLE:

VICE PRESIDENT

DATE:

APRIL 7, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

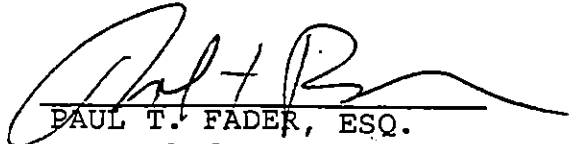
CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Hetem Bros., Inc.

ADDRESS: 4700 Tremley Point Road
Linden, New Jersey 07036

BY:



PAUL T. FADER, ESQ.

Counsel for Hetem Bros, Inc.

Connell, Foley & Geiser

TITLE:

85 Livingston Ave., Roseland, N.J
07068

DATE: April 20, 1992

All de minimis settl● must return this exe●ted form by April 20.
All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Inscorn Electronics Corp.

ADDRESS: 27 Hanse Ave.
Freeport, N.Y. 11520

BY: John P. Thompson

TITLE: Attorney

DATE: 4/13/92

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

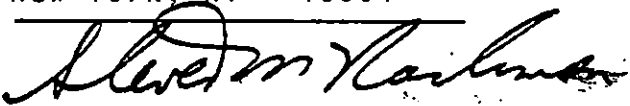
(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: ITM, Ltd.

ADDRESS: c/o Stroock & Stroock & Lavan
7 Hanover Square
New York, NY 10004

BY: 
Steven M. Nachman

TITLE: Attorney for Settling Party

DATE: April 3, 1992

All de minimis settl must return this exe ted form by April 20.
All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: J. Josephson, Inc.

ADDRESS: 20 Horizon Boulevard

South Hackensack, NJ 07606

BY:


Mark Goodman

TITLE:

Executive Vice President

DATE:

April 14, 1992

cc: C. Edwards

All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.
84 Civ. 0864
85 Civ. 2270
(JBW)

CONSENT JUDGMENT

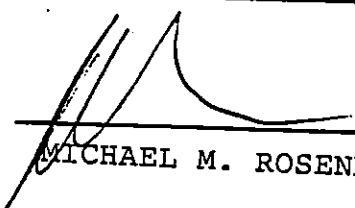
COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Kirker Chemical Company

ADDRESS: 1 East 11th Street

P.O. Box 1700

Paterson, N.J. 07544

BY: 
MICHAEL M. ROSENBAUM

TITLE: GENERAL COUNSEL

DATE: 4/16/92

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.
84 Civ. 0864
85 Civ. 2270
(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: KLEARTONE INC

ADDRESS: 695 SUMMIT AVE
WESTADRY, NY 11590

BY:

[Signature]

TITLE:

VICE PRESIDENT

DATE:

4/21/92

All de minimis settlers must return this executed form by April 20.
All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

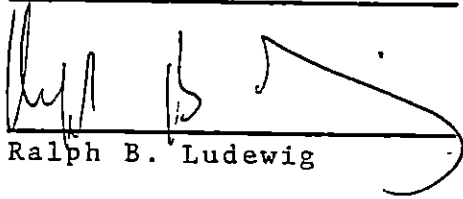
COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Lancaster Metals Science Corp.

ADDRESS: 826 N. Queen St.

Lancaster, PA 17603

BY:


Ralph B. Ludewig

TITLE:

President

DATE:

April 15, 1992

**All de minimis settlers must return this executed form by April 20.
All non-de minimis settlers must return this form by May 26.**

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.
84 Civ. 0864
85 Civ. 2270
(JBW)

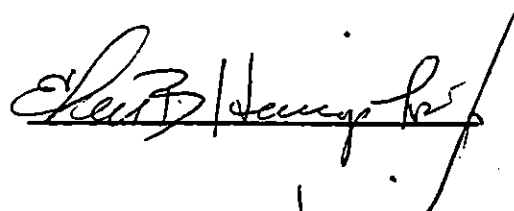
CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

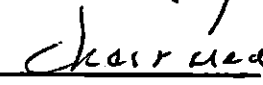
SETTLING PARTY: The Lawrence-McFadden Co.

ADDRESS: 7430 State Road
Philadelphia, PA 19136

BY:



TITLE:

President 

DATE:

4-16-92

All de minimis settlers must return this expedited form by April 20.
All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: LIN PAC, INC.

ADDRESS: 655-A Selig Drive

Atlanta, GA 30336

BY: 
Nigel V. Roe

TITLE: Vice-President, Secretary
& Treasurer

DATE: April 16, 1992

All de minimis settlers must return this executed form by April 20.
All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

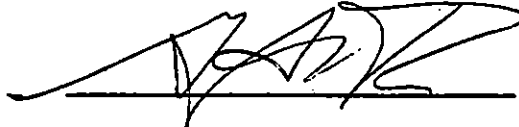
(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Logus Mfg. Corp.

ADDRESS: 22 Connor Lane
Deer Park, New York 11729

BY: 

TITLE: George S. Hack, President

DATE: 4-15-92

All de minimis settlers must return this executed form by April 20.
All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

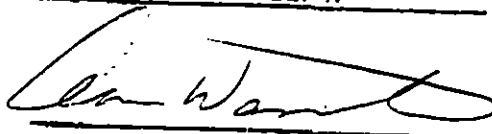
SETTLING PARTY: MAGNETIC MEDIA CORP.

ADDRESS: 150 BROAD HOLLOW ROAD

SUITE 204A

MELVILLE, NY 11747

BY:



TITLE:

PRESIDENT

DATE:

APRIL 7, 1992

All de minimis settlers must return this executed form by April 20.
All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

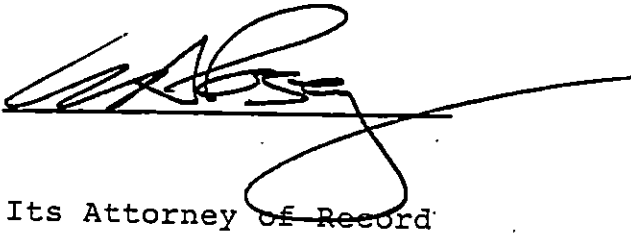
85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Marathon Carey McFall
c/o Keating, Muething & Klekamp
ADDRESS: 1800 Provident Tower
One East Fourth Street
Cincinnati, Ohio 45202

BY: 

TITLE: Its Attorney of Record

DATE: 4/16/92

All de minimis settl must return this executed form by April 20.
All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY:

Marksmen Manufacturing, Corp. Inc.

ADDRESS:

259 Courtland Street
Lindenhurst, NY
11757

BY:

Anthony Demers & McManus,
J. M. M.

TITLE:

Attorney of Record

DATE:

April 16, 1992

All de minimis settlers must return this executed form by April 20.
All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.
84 Civ. 0864
85 Civ. 2270
(JBW)

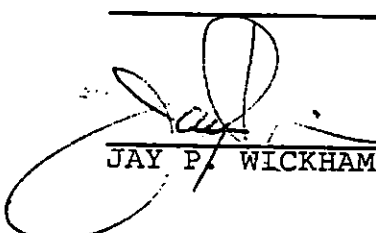
CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: MATTITUCK AIRBASE, INC.
MATTITUCK AVIATION CORP.

ADDRESS: 410 AIRWAY DRIVE
MATTITUCK, NY 11952

BY:


JAY P. WICKHAM

TITLE:

PRESIDENT

DATE:

APRIL 10, 1992

All de minimis settlers must return this executed form by April 20.
All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.

v.

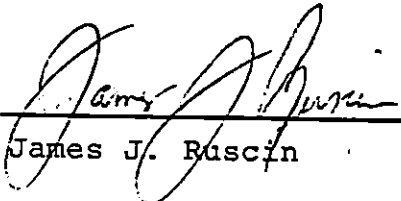
SHORE REALTY CORP., et al.
84 Civ. 0864
85 Civ. 2270
(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Metal Improvement Company, Inc.

ADDRESS: 10 Forest Avenue
Paramus, N.J. 07652

BY: 
James J. Ruscin

TITLE: Controller

DATE: 4/13/97

All de minimis settlers must return this executed form by April 20.
All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.
84 Civ. 0864
85 Civ. 2270
(JBW)

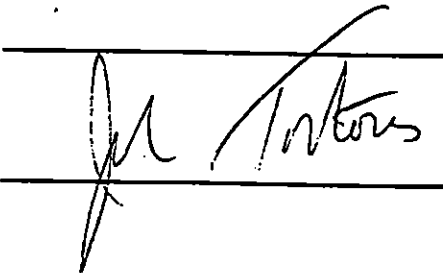
CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Milgray Electronics, Inc.

ADDRESS: 77 Schmitt Boulevard
Farmingdale, N.Y. 11735

BY:



TITLE: Vice President-Finance

DATE: April 13, 1992

All de minimis settl must return this executed form by April 20.
All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.
84 Civ. 0864
85 Civ. 2270
(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: _____

ADDRESS: _____

MOD-A-CAN, INC.
178 MILLER PLACE
HICKSVILLE, N.Y. 11801

BY: _____

M. K. Smith

TITLE: _____

Pres.

DATE: _____

4/8/92

All de minimis settl must return this executed form by April 20.
All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: MONOPLAST CHEMICAL

ADDRESS: 106 RUTHERFORD ST
NEWARK, N.J. 07105

BY:

GARY DE MARCO *Gary De Marco*

TITLE:

PRESIDENT

DATE:

4/10/92

All de minimis settlers must return this executed form by April 20.
All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.
84 Civ. 0864
85 Civ. 2270
(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: New York Telephone Company

ADDRESS: 1095 Avenue of the Americas
New York, New York 10036

BY:

John M. Clarke
John M. Clarke

TITLE:

Vice President and General Counsel

DATE:

April 16, 1992

All de minimis settl must return this exe ted form by April 20.
All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

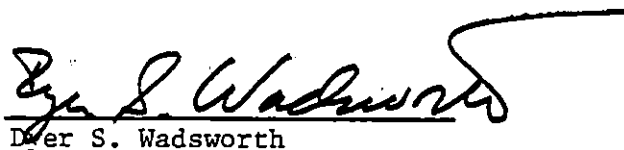
CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Novamet Specialty Products Corporation
(a/k/a Inco Selective Surfaces, Inc., a/k/a MPD Technology Corporation)

ADDRESS: 681 Lawlins Road
Wyckoff, NJ 07481

BY:


Dier S. Wadsworth

TITLE:

Vice President

DATE:

April 15, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: PACQUET ONEIDA INC.

ADDRESS: 10 CLIFTON BLVD.

CLIFTON, N.J. 07015

BY:



TITLE:

VICE PRESIDENT

DATE:

APRIL 15, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: PAXAR Corporation

ADDRESS: 275 N. Middletown Road

Pearl River, New York 10965

BY: *William A. Jenkins*

TITLE: Vice President Operations

DATE: April 15, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

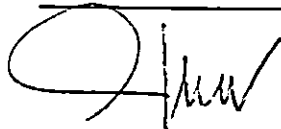
CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Penguin Industries, Inc.

ADDRESS: Airport Industrial Mall
Coatesville, PA 19320

BY:


HOWARD A. SHAW

TITLE:

EXECUTIVE V.P.

DATE:

4/8/92

All de minimis settl must return this ex ed form by April 20.
All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: PETER J. COHEN
4000 Veterans Memorial Highway
ADDRESS: Bohemia, New York

BY:

PERIPHONICS
CORPORATION

TITLE

DATE:

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE.

SETTLING PARTY: Colonial Heights Packaging, Inc., f/k/a
Polymer Industries

ADDRESS: 120 Park Avenue
New York, New York 10017

BY:

Diana M. McAdams

TITLE:

Secretary

DATE:

4/9/92

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.
84 Civ. 0864
85 Civ. 2270
(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: QUANTRONIX CORPORATION

ADDRESS: 49 Wireless Boulevard
Smithtown, New York 11788

BY:



TITLE:

President

DATE:

April 13, 1992

All de minimis settlers must return this executed form by April 20.
All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: REPUBLIC ELECTRONICS CO.

ADDRESS: 200 Wireless Blvd.

Hempstead, NY 11788

BY:



TITLE: Executive Vice President

DATE: April 13, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Roche Biomedical Laboratories, Inc.

ADDRESS: 170 Finn Court
Farmingdale, NY 11735

BY:

W.R. Elingburg
W. R. Elingburg

TITLE: Senior Vice President

DATE: April 10, 1992

All de minimis settlers must return this executed form by April 20.
All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.
84 Civ. 0864
85 Civ. 2270
(JBW)

RECEIVED
DATE 4/21/92
JAMES & AUSTIN
MAY 21

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Rocky Point Auto Parts, Inc.

ADDRESS: 52 BROADWAY
Rocky Point NY
11778

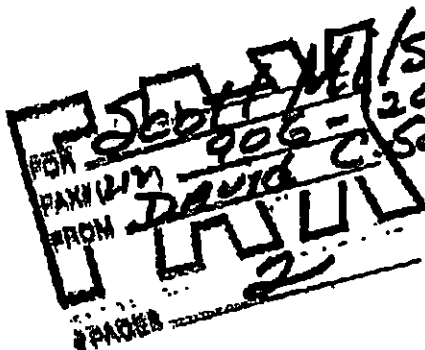
BY: James Grippe

TITLE: President

DATE: 4-17-92

All de minimis settlers must return this executed form by April 20
All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.



REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Fred M. SCHILDWACHTER & Sons, Inc.ADDRESS: 1400 Ferris Place
Bronx, New York 10461BY: David C. SchildwachterTITLE: SecretaryDATE: April 20, 1992

All de minimis sett' s must return this ex-hibited form by April 20.
All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Secrest Handprints, Inc.

ADDRESS: 2 Neil Ct
Oceanside, NY 11572

BY:

Jm KA

TITLE:

Sec-Treas.

DATE:

4/10/92

All de minimis settlers must return this executed form by April 20.
All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.
84 Civ. 0864
85 Civ. 2270
(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Solid Power, Inc.

ADDRESS: c/o Jeffrey C. Carter, Esq.
99 Park Avenue
New York, New York 10016

BY:

J.C. Carter D.F. Carter

TITLE:

Attorneys for Solid Power, Inc.

DATE:

April 21, 1992

All de minimis settlers must return this extended form by April 20.
All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.

v.

ORIGINAL

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: South Nassau Communities Hospital

ADDRESS: 2445 Oceanside Road

Oceanside, New York 11572

BY: 
Michael Rodzenko

TITLE: Executive Director

DATE: April 16, 1992

All de minimis settl must return this ex uted form by April 20.
All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.
84 Civ. 0864
85 Civ. 2270
(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Thomson Industries, Inc.

ADDRESS: Shore Road and Channel Drive
Port Washington, NY 11050

BY:


Bartlett T. Polster

TITLE:

Senior Vice President and Chief Financial Office

DATE:

April , 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

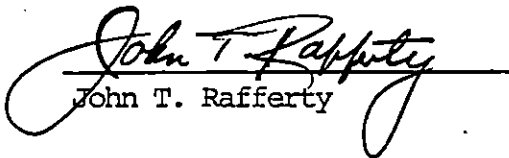
COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Technical Coatings Co.

ADDRESS: 51 Chestnut Ridge Road

Montvale, New Jersey 07645

BY:


John T. Rafferty

TITLE: General Counsel and Secretary

DATE: April 7, 1992

All de minimis settl must return this exe ted form by April 20.
All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.
84 Civ. 0864
85 Civ. 2270
(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Thrift Auto Painting Co., Inc.

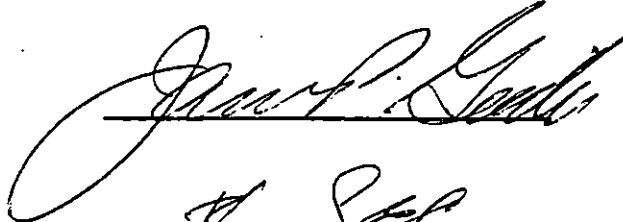
ADDRESS: 3431 Route 112

Coram, New York 11727

✓ BY:

✓ TITLE:

✓ DATE:


& Sec.

4-8-92

All de minimis settl must return this executed form by April 20.
All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

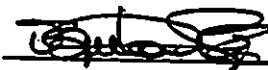
SETTLING PARTY: Time Electronics Division of Avnet, Inc.

70 Marcus Blvd.

ADDRESS:

Hauppauge, NY 11788

BY:



Burton Katz

TITLE:

Senior Vice President

DATE:

4/13/92

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

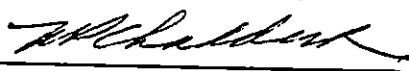
CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: TIRE SUPPLY CORP. OF SUFFOLK

ADDRESS: 630 East Jericho Turnpike
Huntington Station,
New York 11746

BY:



TITLE:

President

DATE:

April 10, 1992

All de minimis settl must return this exe...ted form by April 20.
All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: TRANSCONTROL CORP.

ADDRESS: 5800 CORPORATE DRIVE

PITTSBURGH, PA 15237

BY:

M. P. Rucio

TITLE:

VICE PRESIDENT

DATE:

April 20, 1992

All de minimis settl : must return this executed form by April 20.
All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.
84 Civ. 0864
85 Civ. 2270
(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: ULANO CORP.

ADDRESS: 255 Butler Street

Brooklyn, NY 11217

BY:



TITLE:

Vice President

DATE:

4/15/92

1 365 2000;# 5
All de minimis settlers must return this executed form by April 20.
All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY:

UNIFOIL CORPORATION

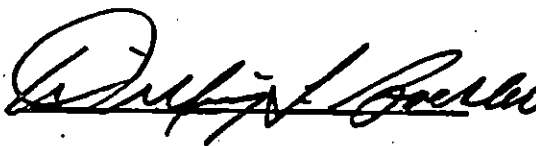
ADDRESS:

217 BROOK AVENUE

PASSAIC PARK NEW JERSEY

07055

BY:



TITLE:

VICE PRESIDENT

DATE:

APRIL 16, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

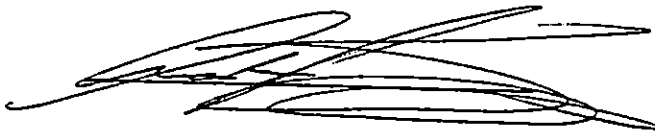
COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Utility Manufacturing Co., Inc.

ADDRESS: 700 Main Street

Westbury, N.Y. 11590

BY:



TITLE: President

DATE: April 2, 1992

All de minimis settl. must return this executed form by April 20.
All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.
84 Civ. 0864
85 Civ. 2270
(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Incorporated Village of Freeport

ADDRESS: Municipal Building
46 North Ocean Avenue
Freeport, NY 11520

BY:


Dorothy Storm

TITLE:

Mayor

DATE:

April 14, 1992

All de minimis settl must return this exc ted form by April 20.
All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Volt Information Sciences, Inc.

ADDRESS: 101 Park Avenue
New York, NY 10178

BY:

Howard B. Weinreich

TITLE:

Howard B. Weinreich
General Counsel & Assistant Secretary

DATE:

April 14, 1992

All de minimis settl must return this extended form by April 20.
All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Wallmates Vinyls, Inc.

ADDRESS: 40 Zinker - Gelfand
12 Bank Avenue P.O. box 866
Smithtown, N.Y. 11787

BY: Madelaine R. Berg
Attorney for Edward Zinker, Assignee for
the benefit of creditors of Colusa, Inc.

TITLE:

DATE: April 20, 1992

v.

(JBW)

4/3/92

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.
84 Civ. 0864
85 Civ. 2270
(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: WILLOW PRESS, INC.

ADDRESS: 75 OSER AVENUE
HAUPPAUGE, NY 11788

BY:



TITLE:

PRESIDENT

DATE:

4/17/92

All de minimis settlers must return this executed form by April 20.
All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: BER MAR CORP.

ADDRESS: 601 Bergen Street

Brooklyn, NY 11238

BY:

TITLE:

Vice President

DATE:

April 23, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: GENERAL INSTRUMENT CORPORATION

ADDRESS:

181 W. MADISON

49th FLOOR

CHICAGO, IL 60602

BY:

X Thomas A. Dumit
Thomas A. Dumit

TITLE:

VP - GENERAL COUNSEL

DATE:

MAY 22, 1992

All de minimis settl must return this exe ted form by April 20.
All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.
84 Civ. 0864
85 Civ. 2270
(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: BROOKHAVEN NATIONAL LAB.

ADDRESS: BUILDING 460
UPTON, NEW YORK 11973

BY:

Michael M. Goldme

TITLE:

LABORATORY COUNSEL

DATE:

May 26, 1992

STATE OF NEW YORK, et al.

v.

SCORE REALTY CORP., et al.

84 Civ. 8864

85 Civ. 2270

(JBW)

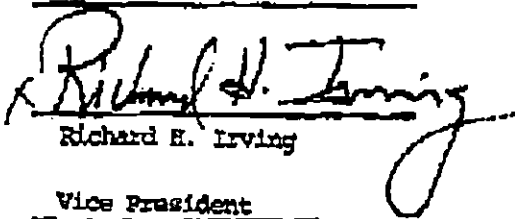
CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: CHAMBERLAIN MANUFACTURING CORPORATION

ADDRESS: 845 Larch Avenue
Elmhurst, IL 60126

BY:


Richard H. Irving

TITLE:

Vice President

DATE:

May 27, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JEW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Dri Pride Foils Inc.

ADDRESS: _____

BY: Joseph L. Wells

TITLE: Assistant General Counsel

DATE: 5/26/92

All de minimis settlers must return this executed form by April 20.
All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.

v.

RECEIVED MAY 21 1992

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY:

General Electric Company

ADDRESS:

3135 Easton Turnpike

Fairfield, CT 06431

BY:

[Signature]

TITLE:

Manager & Counsel - Environmental Remediation Program

DATE:

5/15/92

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: MILLIPORE CORPORATION
a/k/a Waters Chromatograph/Millipore)

ADDRESS: 80 Ashby Road
Bedford, Massachusetts 01730

BY:

Geoffrey Nunes
Geoffrey Nunes

TITLE:

Senior Vice President and General Counsel

DATE:

May 21, 1992

All de minimis settlers must return this executed form by April 20.
All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Raffi + Swanson, Inc.

ADDRESS: 100 Eames Street
Wilmington
Massachusetts 01887

BY: Walter F. Greeley
Walter F. Greeley

TITLE: Vice President

DATE: May 13, 1992

All de minimis settlers must return this executed form by April 20.
All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.
84 Civ. 0864
85 Civ. 2270
(JBW)

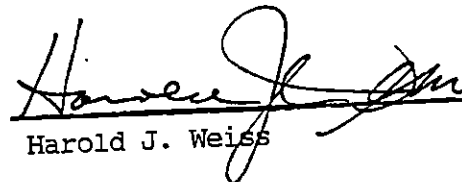
CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: Texaco Refining & Marketing Inc.

ADDRESS: P.O. Box 509
Beacon, NY 12508

BY:


Harold J. Weiss

TITLE:

Manager-CWSM

DATE:

May 26, 1992

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.

84 Civ. 0864

85 Civ. 2270

(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: The Glidden Company

ADDRESS: 925 Euclid Avenue

Suite 900

Cleveland, Ohio 44115

BY: 

Stanley A. Lockitski

TITLE: Vice President & General Counsel

DATE: May 22, 1992

All de minimis settlers must return this executed form by April 20
All non-de minimis settlers must return this form by May 26.

STATE OF NEW YORK, et al.

v.

SHORE REALTY CORP., et al.
84 Civ. 0864
85 Civ. 2270
(JBW)

CONSENT JUDGMENT

COUNTERPART SIGNATURE PAGE

SETTLING PARTY: The Valspar Corporation

ADDRESS: 1101 Third Street South
Minneapolis, MN 55415

BY:

D. C. Olfe
D. C. Olfe

TITLE:

Secretary

DATE:

May 22, 1992

**GLENWOOD LANDING
REMEDIAL TRUST AGREEMENT**

April __, 1992

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APPENDICES TO TRUST AGREEMENT

Appendix 1 - Grantors of the GLRT

Appendix 2 - Trustees of the GLRT

**GLENWOOD LANDING
REMEDIAL TRUST AGREEMENT**

THIS TRUST AGREEMENT is made this ____ day of April, 1992, by and between the Grantors identified in Appendix 1 hereto whose authorized representatives have executed this Agreement, and the Trustees identified in Appendix 2 hereto who have executed this Agreement;

WHEREAS, the Grantors have entered into a Consent Judgment with the State of New York and the United States with respect to the Glenwood Landing Site, and have entered into a separate Agreement known as the Glenwood Landing Superfund Site Performing Party Participation Agreement; and

WHEREAS, the Grantors and other parties participating in the Consent Judgment have contributed monies in escrow, some of which monies will be transferred to this Trust following entry of the Consent Judgment by the United States District Court for the District of New York as provided by the Pre-Closing Order and Consent Judgment.

NOW THEREFORE, the Trustees hereby agree that they will hold, manage, invest and reinvest the monies contributed to the Trust, and will disburse the principal and interest thereof, for the purposes set forth in the Consent Judgment, in cooperation with the Executive Committee established pursuant to the Performing Party Participation Agreement, together with any other funds or other property hereafter conveyed, assigned, transferred

or paid to them, as Trustees, in trust, subject to the terms, provisions and conditions hereinafter set forth:

1. DEFINITIONS

As used in this Trust Agreement:

1.1 The term "Appointing Grantor" shall mean the Grantor whose officer, employee representative, or agent serves as Trustee.

1.2 The Term "Consent Judgment" shall mean the Consent Judgment entered by the United States District Court for the Eastern District of New York in State of New York v. Shore Realty Corp., et al. (84 Civ. 8064 (JBW) and 84 Civ. 2270 (JBW)) and entered into by the State with certain potentially responsible parties with respect to the Glenwood Landing Shore Realty Site located in Glenwood Landing, New York.

1.3 The term "DEC" shall mean the State of New York Department of Environmental Conservation.

1.4 The term "Disbursing Agent" shall have the meaning assigned to the term "Disbursing Agent" in the Consent Judgment.

1.5 The term "Executive Committee" shall mean the Executive Committee of the Performing Parties Group established pursuant to the Performing Party Participation Agreement.

1.6 The term "Glenwood Landing Shore Realty Site" shall have the meaning assigned to the term "Site" in the Consent Judgment.

1.7 The term "Grantors" shall mean those persons or corporations or other entities which are listed in Appendix 1 hereto, whose authorized representatives have executed this Agreement. The Grantors shall also be signatories to and Members of the Performing Party Participation Agreement, defined infra.

1.8 The term "Performing Party Participation Agreement" shall mean the Agreement entered into by Grantors which sets forth the manner in which Grantors will be organized in order to carry out the requirements of the Consent Judgment.

1.9 The term "Performing Parties Group" or "Group" shall mean the signatories to and Members of the Performing Party Participation Agreement.

1.10 The term "ROD" shall mean the Record of Decision appended to the Consent Judgment, and as said ROD may be modified from time to time in accordance with the terms of the Consent Judgment.

1.11 The term "Trustees" shall mean the individuals listed in Appendix 2 hereto and any successor or successors to such individuals who are acting as Trustees hereunder. Trustees shall be selected by the Members of the Performing Party Participation Agreement, and shall be Members of the Performing Parties Group.

1.12 The term "Work" shall mean the work to be done to perform the ROD as specified in Section VII and VIII of the Consent Judgment and to carry out the requirements of Section X of the Consent Judgment (relating to Natural Resources Damages).

1.13 Other terms herein shall have the meanings ascribed to them in the Consent Judgment and in the Performing Party Participation Agreement.

2. NAME, PURPOSE AND FUNDING OF THE TRUST.

2.1 Name and Purpose. This Trust shall be known as the Glenwood Landing Remedial Trust (the "GLRT"). The purpose of the GLRT is to obtain, hold, invest, and disburse funds necessary to satisfy the obligations of Grantors pursuant to the Consent Judgment. To fulfill this purpose, the Trustees shall familiarize themselves with the terms of the Consent Judgment and the Performing Party Participation Agreement, and take such actions as are within their powers to ensure that the Consent Judgment is effectuated.

2.2 Funding and the Sub-Accounts. The Trustees shall, in the first instance, obtain funds from the Disbursing Agent at or promptly after the Closing. In addition, it is anticipated that they will obtain funds from interest on investments, and also from the Grantors to the extent provided by the Consent Judgment, including, inter alia, Section IX(9) and Section XXV thereof. It is anticipated that before Closing the Disbursing Agent shall have received commitments by participating parties to provide the Trustees with sufficient initial funding to establish the three sub-accounts of the GLRT in the amounts provided below. Promptly after the Closing, the Disbursing Agent shall turn over the monies he or she has collected (except as otherwise provided in

the Consent Judgment to pay certain monies to Roux and to EPA) to the Trustees, who shall promptly cause to be established the following three sub-accounts within the GLRT:

- a) The Escrow Fund - \$2.7 million, or such greater amount not to exceed \$3.2 million, as Participating Settling Owners listed in Appendix Y of the Consent Judgment may elect to pay in lieu of the pledge of the estimated value of the land as provided by Section IX(2) and Appendix Y (B)(2) of the Consent Judgment. Contributions to the Escrow Fund shall be made for and on behalf of the State and shall be used to reimburse the State in part for its prior removal costs as provided by Section IX(6)(b) of the Consent Judgment, and for other purposes as provided in the Consent Judgment.
- b) The Generators' Overrun Fund - \$583,333.00. The Generator's Overrun Fund shall be applied to satisfy, in the first instance, obligations of the Settling Generator Defendants under Section IX (9) of the Consent Judgment, and if not used, it shall be returned, with interest as accumulated thereon, to such of the Grantors which are Settling Generator Defendants in the same proportion as

such Settling Generator Defendants each contributed to the Generators' Overrun Fund.

- c) The Trust Fund - \$4.5 million, or such greater amount as the Disbursing Agent may turn over to the Trustees. The Trust Fund shall be used to pay to accomplish the Work, including payments to the Contractor, and other necessary and appropriate expenses, as determined by the Executive Committee of the Performing Parties Group pursuant to the Performing Party Participation Agreement, and by the Consent Judgment.

3. CONTRIBUTIONS TO THE GLRT.

3.1 Initial Payments by Grantors into the GLRT. The Grantors have agreed to make initial contributions to the GLRT as are specified by Section IX(6) of the Consent Judgment.

3.2 Additional Payments to the GLRT. The Grantors remain obligated to ensure that the GLRT is sufficient to complete the Work to the extent provided by Section IX(9) of the Consent Judgment. The Executive Committee shall make demand in writing upon the Grantors for additional contributions to the Fund in amounts determined by the Executive Committee to be consistent with the Consent Judgment and necessary to maintain sufficient assets to satisfy the purpose of the GLRT and the components thereof as set forth in Section 2 herein. The Grantors hereby

agree to satisfy in a timely manner (normally within 30 days) all future demands upon them for contributions to the GLRT in accordance with the Consent Judgment and the Performing Party Participation Agreement.

3.3 Reporting by the Trustees to the Grantors and the State. Beginning at the end of the first calendar quarter following the entry of the Consent Judgment and at the end of each calendar quarter thereafter, the Trustees shall submit to Grantors and the State reports on the status of the assets of the GLRT and the investment results and disbursements thereof. The Executive Committee shall be requested by the Trustees to provide cash flow projections showing the level of funds that are anticipated to be needed to pay for the obligations of Grantors under the Consent Judgment and expenses of administration for the one hundred eighty (180) days following the date of each such report.

Notwithstanding any other provision of this Agreement, if the Executive Committee determines that an additional contribution is required by the Grantors to ensure the uninterrupted progress and timely completion of the Work, the Executive Committee shall promptly demand that the Grantors pay the amount so certified. Grantors shall make the payments to the fund within thirty (30) days after receipt of notice, unless a different time is specified by the Executive Committee.

3.4 Shortfall. In the event that any Grantor fails to make any contribution in a timely fashion in accordance with the

Performing Party Participation Agreement, the Executive Committee shall promptly demand that the remaining Grantors pay such shortfall. Remaining Grantors shall promptly pay the amount of the shortfall in accordance with allocation formulas utilized in the Consent Judgment, consistent with the 60 percent/40 percent sharing of costs among Settling Generator Defendants and Settling Owner Defendants.

3.5 Nature of Contributions by Grantors. All contributions by the Grantors to the Trustees for the GLRT shall be made in immediately available funds. All such contributions, together with the earnings thereon, shall be held in trust for the payment of the costs and expenses to be incurred by the Trustees as herein provided. Contributions made by Grantors shall not be construed as fines, penalties or monetary sanctions.

3.6 No Transferability of Interest. The interest of the Grantors herein, and their obligation to provide funds under this Section, is not transferable, except to a successor corporation or corporations, and any such transferee corporation shall assume the obligations of the transferring Grantor by executing such documents as the Trustees may require.

4. DISPOSITION PROVISIONS.

4.1 Payment of Income and Principal. During the term of this Trust, the Trustees shall pay the income and principal of the GLRT to carry out the purposes and terms of the Consent Judgment, which payment shall be made initially from the corpus

of the Trust Fund, and thereafter, in shares as provided by Sections IX (9) and (10) of the Consent Judgment from (1) the Generators' overrun Fund, (2) from the Escrow Fund, and (3) from monies provided by Settling Owner Defendants with respect to cost overruns. Payment of such costs shall be by the Trustees at the direction of the Executive Committee in accordance with the terms of the Consent Judgment. In this regard, the Trustees shall pay all bills and invoices approved for payment in writing by the Executive Committee or its designees. Bills and invoices to be paid by the Trustees after approval by the Executive Committee include, but are not limited to, bills from Contractor(s) and bills for oversight or administration costs incurred with respect to the Site by or on behalf of the Grantors.

4.2 No Authority to Conduct Business. The purpose of the GLRT is limited to the matters set forth in Sections 2 and 3 hereof, and this Agreement shall not be construed to confer upon the Trustees any authority to carry on any business or activity for profit or to divide the gains therefrom among the Grantors.

4.3 Time of Termination of Trust. This Trust shall terminate upon the latter of termination of the Consent Judgment or distribution of the GLRT pursuant to Section 4.4 hereof. In no event, however, shall this Trust continue for a period in excess of twenty-one (21) years from the date of death of the last to die of the natural persons named in Appendices 1 and 2 hereto or their descendants who are living as of the date hereof.

4.4 Distribution of Trust Assets Upon Termination.

4.4.1 Escrow Fund. Upon sale of the Land constituting the Site, the net proceeds of the sale and other funds to the extent provided by Section XXV of the Consent Judgment shall be deposited in the Escrow Fund. Settling Owner Defendants shall at that time remit payment to the Escrow Fund in the amount necessary to satisfy any insufficiency in the sale proceeds and provided by Section XXV of the Consent Judgment. The Trustees shall pay the corpus of the Escrow Fund to the State upon termination and satisfaction of the Performing Parties' obligations under the Consent Judgment. Upon such payment, the Trustees' obligation with respect to the Escrow Fund shall be completed and discharged.

4.4.2 Generators' Overrun Fund. Upon termination of the Consent Judgment, the Trustees shall refund any remaining assets of the Generator's Overrun Fund to the Settling Generator Defendants as provided in Section 2.2(b) of this Trust Agreement.

4.4.3 Trust Fund. Upon termination of the Consent Judgment, the Trustees shall liquidate the assets of the Trust Fund and thereupon distribute the remaining trust property, including all accrued accumulated and undistributed net income, to the Grantors in proportion to their respective contributions to the GLRT during the term of the Trust. If any Grantor shall have defaulted with respect to its obligations hereunder and shall remain in default at the time of termination hereunder, or if any Grantor, or its successor, cannot be located within ninety

(90) days after the termination date after diligent effort, the share of such defaulting or missing Grantor of the Trust shall be deemed to be forfeited, and the Trustees shall distribute such forfeited share to the remaining Grantors in proportion to their respective contributions to the GLRT during the term of the Trust.

4.5 Alterations, Amendments, and Renovation. This Trust Agreement may be altered, amended, or revoked from time to time by an instrument in writing executed by the Trustees and by a majority of the Voting Power of the Grantors as provided in the Performing Party Participation Agreement; provided, however, that no such alteration, amendment, or revocation may conflict with or modify in any respect the obligations of the settling parties under the Consent Judgment, and provided further (a) that any alteration, amendment, or revocation shall be subject to approval by the State pursuant to the Consent Judgment, and (b) that Section 12 hereof shall not be revoked and shall not be altered or amended to limit the effect thereof with respect to acts or omissions taken or made up to thirty (30) days after such alteration or amendment.

5. TRUSTEES MANAGEMENT.

5.1 Investment Criteria. The Trustees shall invest and reinvest the principal and income of the Escrow Fund, the Generator's Overrun fund, and the Trust Fund, and keep each of said three funds invested in one or more accounts, so that all

such investments shall be made so as to provide sufficient liquidity at all times to meet the anticipated cash needs of each of the three funds. The Trustees shall invest and reinvest the GLRT monies in (i) any bonds or obligations which as to principal and interest constitute direct obligations of or are guaranteed by the United States of America; (ii) certificates of deposit of banks or trust companies, including Bankers Trust Company, organized under the laws of the United States of America or any state thereof, which have capital and surplus of at least \$50,000,000; (iii) commercial paper or finance company paper, including that of any affiliate of Bankers Trust Company, which is rated not less than prime-one or A-1 or their equivalents by Moody's Investor Service, Inc., or Standard & Poor's Corporation or successors; (iv) any repurchase agreement (including a repurchase agreement of Bankers Trust Company Agent) secured by securities described in clause (i); (v) eurodollar time deposits issued by Banks outside the United States with interest and principal paid in U.S. dollars; (vi) shares of any so-called "money market fund" which has at least 85% of its assets invested in investments of the type described in clauses (i), (ii) and (iii) above including funds to which Bankers Trust Company may be the financial advisor and/or custodian; (vii) any interest-bearing bank account or so called "money market" account in a bank or trust company described in clause (ii), the interest on which is payable at least as often as quarterly and withdrawal from which is unrestricted as to prior notice, provided that such

investment or deposit is not prohibited by federal or state banking laws applicable to Bankers Trust Company. The Trustees shall designate the specific investments to be made, confirmed in writing.

5.2 Investment Objectives and Accounts. In investing, reinvesting, exchanging, selling and managing the three funds, the Trustees shall discharge their duties with respect to each of the funds solely in the interest of the accomplishment of the purposes and objectives of this Trust Agreement, the Consent Judgment and the Performing Party Participation Agreement. The Trustees shall keep or arrange to be kept an accounting of all contributions to and disbursements from the GLRT and each of its sub-account funds.

6. EXPRESS POWERS OF TRUSTEES.

Without in any way limiting the powers and discretion conferred upon the Trustees by the other provisions of this Trust Agreement or by law, the Trustees are expressly authorized and empowered:

6.1 Payment of Expenses of Administration. To incur and pay any and all charges, and expenses upon or connected with the GLRT in the discharge of their fiduciary obligations under this Agreement. All such payments shall be made using the assets of the GLRT, allocated in proportion to the value of each of the three sub-accounts as of the time that each such payment is presented to the Trustees.

6.2 Tax Information. To cause appropriate tax information to be timely provided to each Grantor, for income tax purposes, it being understood that the GLRT is a grantor trust for federal income tax purposes. For income tax reporting purposes, the Escrow Fund and interest thereon, shall be deemed to be property of the State.

6.3 Preservation of Principal. To at all times hold, manage, invest and reinvest the assets of the Fund in a manner designed to preserve the accrued income and principal of the GLRT for the purposes of the GLRT in accordance with Section 5 of this Trust Agreement.

6.4 Execution of Documents of Transfer. To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted.

6.5 Extension of Obligations and Negotiation of Claims. To renew or extend the time of payments of any obligation payable to or by the GLRT for such periods of time and on such terms as the Trustees shall determine; and upon obtaining approval of or direction from the Executive Committee, to compromise or otherwise adjust all claims in favor of or against the GLRT or any of its components.

6.6 Litigation. To institute and defend litigation in the name of the GLRT on behalf of or in the name of all Grantors upon direction from the Executive Committee.

6.7 Execution of Contracts and Agreements. To make, execute, acknowledge and deliver any and all contracts or agreements as directed by the Executive Committee.

6.8 Discretion in Exercise of Powers. To do any and all other acts which they shall deem proper to effectuate the purpose hereof and to exercise the powers specifically conferred upon them by this Trust Agreement.

7. GOVERNANCE OF THE TRUSTEES.

7.1 Majority. Action may be taken by a majority of the Trustees then in office at any meeting of the Trustees, at which a quorum is present, except as otherwise provided herein. At any meeting of the Trustees a majority of the Trustees then in office shall constitute a quorum for the transaction of business. Less than a quorum may adjourn any meeting from time to time, and the meeting may be held as adjourned without further notice.

7.2 Meetings. Any action may be taken by the Trustees without a meeting if all the Trustees then in office consent to the action in writing and such written consents are filed with the records of the Trustees. Meetings may be conducted by telephone conference call.

7.3 Voting. Any action of the Trustees required to approve an amendment of this Trust Agreement or the termination of this Trust as provided herein shall require the affirmative vote and signatures of a majority of the Trustees then in office.

7.4 Expenditures. Any expenditure from the Fund of an amount greater than five hundred dollars (\$500.00) for any single transaction shall require the approval of at least two (2) Trustees.

8. ADVICE OF COUNSEL.

The Trustees may from time to time consult with counsel, who may be counsel to any of the Grantors, with respect to any question arising as to compliance with the Consent Judgment, the Performing Party Participation Agreement, or this Trust Agreement. The Trustees shall be fully protected, to the extent permitted by law, in acting in reliance upon the advice of counsel.

9. TRUSTEE COMPENSATION.

No Trustee shall receive any compensation for his services as a Trustee under this Trust Agreement; provided, however, that any Trustee may be reimbursed from the Trust Fund or the Generator's Overrun Fund as appropriate, but not the Escrow Fund, for expenses, including travel expenses, reasonably required and incurred by him or her in the performance of his or her duties as Trustee as approved by the Executive Committee.

10. SUCCESSOR TRUSTEES.

10.1 Vacancy Caused by Resignation or Removal. Any Trustee may resign at any time by delivering his resignation in writing to the Executive Committee; or the Executive Committee may remove any Trustee, by delivering notice of such removal in writing to such Trustee; such resignation or removal to take effect within thirty days of delivery of the notice of resignation or removal, or upon the acceptance of appointment in writing by a successor Trustee, whichever is earlier.

10.2 Appointment of Successor Trustees. Any vacancy in the office of Trustee created by death, resignation or removal by the Executive Committee of a Trustee shall be filled by the Executive Committee by an appointment in writing of a successor Trustee from an Appointing Grantor. In the event that any such vacancy in the office of Trustee is not filled by the Executive Committee within thirty (30) days after the receipt by the Executive Committee of a written request by the State to do so, such vacancy may be filled at the request of the State by an appointment of a successor Trustee by the Judge of the United States District Court for the Eastern District of New York who has been assigned to oversee the Consent Judgment; however, any successor Trustee appointed by the Court shall be selected from among the Grantors, their officers, employees, representatives or agents.

10.3 Acceptance of Appointment by Successor Trustees. Acceptance of appointment as a successor Trustee shall be in

writing and shall become effective upon receipt by the Executive Committee of notice of such acceptance. Upon the acceptance of appointment of any successor Trustee, title to the GLRT shall thereupon be vested in said successor Trustee, jointly with the remaining Trustees, if any, without the necessity of any conveyance or instrument. Each successor Trustee shall have all of the rights, powers, duties, authority, and privileges as if initially named as a Trustee hereunder.

10.4 Preservation of Record of Changes in Trustees. A copy of each instrument of resignation, removal, appointment and acceptance of appointment shall be attached to an executed counterpart of this Trust Agreement in the custody of the Executive Committee.

11. INSTRUCTIONS TO THE TRUSTEES.

Notwithstanding anything herein to the contrary, the Trustees are hereby directed to do the following in addition to other duties set forth in other provisions of this Trust Agreement:

11.1 Quarterly Reports. Have prepared quarterly financial reports describing the manner in which all of the assets of the GLRT are then invested and the current market value of such assets, as well as the obligations, income and expenses of the GLRT. Copies of such reports shall be transmitted in writing to the Executive Committee, Grantors, and the State.

11.2 Annual Statements. Have prepared annual financial statements describing the manner in which all of the assets of the GLRT are then invested and the current market value of such assets, as well as the obligations, income, and expenses thereof. Copies of such statements shall be transmitted in writing to the Executive Committee, Grantors, and the State.

11.3 Counsel. Advise, consult and confer with and otherwise inform the Executive Committee upon any request by the Executive Committee or with respect to matters arising out of this Trust Agreement, administration of the Fund, or any other matter which the Trustees, in their discretion, deem appropriate to bring to the attention of the Executive Committee.

11.4 Records. Maintain records of all actions taken by the Trustees with respect to matters arising out of this Trust Agreement or administration of the GLRT. Copies of said records shall be provided to the Executive Committee upon request, and upon termination of this Trust said records shall be transmitted, together with all other records of the Trustees, to the Executive Committee.

The Trustees shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any member of the Executive Committee has occurred.

12. IMMUNITY AND INDEMNIFICATION.

12.1 Indemnity. Each Trustee, whether initially named or appointed as a successor Trustee, acts as a Trustee only and not personally, and the Appointing Grantor volunteers such service on behalf of all Grantors; and in respect of any contract, obligation or liability made or incurred by the Trustees in good faith, all such obligations or liabilities shall be solely those of the GLRT, and not of the Trustees personally or the Appointing Grantors. Neither the Trustees nor the Appointing Grantors shall incur any liability, personal or corporate, of any nature in connection with any act or omission, made in good faith, of the Trustees or the Grantors in the administration of the fund or otherwise pursuant to this Trust Agreement. Except with respect to acts or omissions involving gross negligence or willful misconduct, the Trustees initially named, appointed as a successor Trustees by the Executive Committee, or appointed by a court, and the Appointing Grantors shall be indemnified and held harmless by the GLRT and jointly and severally by the Grantors. This indemnification shall include all expenses reasonably incurred by such Trustee and/or Appointing Grantor in defense of the aforementioned acts or omissions of the Trustees or the Grantors.

12.2 No CERCLA Liability. Each Trustee and successor Trustee, and their agents, banks, managers, investment advisors and counsel, shall be deemed to be persons rendering care and

assistance in accordance with the National Contingency Plan, within the meaning of CERCLA/SARA §107(d), 42 U.S.C.A. §9607(d).

12.3 Survival. This section shall survive the termination of the Trust.

13. INTERESTS NOT ASSIGNABLE OR SUBJECT TO CLAIMS OF CREDITORS.

The interest of any Grantor in the GLRT shall not be subject to anticipation or assignment nor subject to the claims of any creditors of any Grantor, and any interest reserved to any Grantor shall be made available to the Grantor only upon termination of this Trust pursuant to Section 4 herein.

14. CHOICE OF LAW.

This Trust Agreement shall be administered, construed, and enforced according to the laws of the State of New York, except to the extent that Federal law shall apply to questions arising under the Comprehensive Environmental Response, Compensation and Liability Act, or the National Contingency Plan promulgated thereunder.

15. INTERPRETATION.

As used in this Trust Agreement, words in the singular include the plural and words in the plural include the singular; and the masculine and neuter genders shall be deemed to include the masculine, feminine and neuter. The descriptive heading for each Section and Subsection of this Trust Agreement shall not

affect the interpretation or the legal efficacy of this Trust Agreement. It is agreed that neither the act of entering into this Trust Agreement nor any contribution to the Fund nor any action taken under this Trust Agreement shall be deemed to constitute an admission of any liability or fault on the part of the Trustees or the Grantors, or any of them, with respect to the Glenwood Landing Site or otherwise, nor does it constitute a commitment or agreement, either expressed or implied, by any or all of them to undertake any further activities outside the scope of the Work or the Consent Decree.

16. SEPARATE DOCUMENTS.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

WITNESS the execution hereof the Trustees as of the date first above written.

_____, Trustee

_____, Trustee

_____, Trustee

**GLENWOOD LANDING REMEDIAL TRUST AGREEMENT
SIGNATURE PAGE**

WITNESS the execution hereof by the undersigned Company
by
it or its authorized representative as of the date of this
Agreement.

Name of Company: _____
Name of Signer: _____
Title of Signer: _____
Company Taxpayer Identification-Number: _____

Designated Representative for Receipt of Notice and Invoices:

Name: _____
Address: _____

Telephone Number: (____) _____
Facsimile Number: (____) _____

TRUST AGREEMENT - List of Appendices

- Appendix 1: List of Grantors of the Glenwood Landing Remedial
Trust Agreement
- Appendix 2: List of Original Trustees of the Trust

GLENWOOD LANDING REMEDIAL TRUST AGREEMENT

APPENDIX I

GRANTORS

1. Ber Mar
2. Brookhaven National Laboratory
3. Calleia Brothers
4. Capitol Records
5. Chamberlain Manufacturing
6. Chemical Waste Disposal
7. Dayton T. Brown, Inc.
8. Dial Ace Uniform Supply
9. Dri-Print Foils
10. General Electric
11. General Instrument Corporation
12. Glidden Company
13. Maken Industries
14. Millipore Corporation
15. Phillips Petroleum
16. Raffi and Swanson
17. Ross & Roberts
18. Sherwin Williams
19. Techtronics Ecological Corp.
20. Texaco
21. Valspar
22. Westinghouse

APPENDIX B

(not used)

APPENDIX C

Record of Decision

RECORD OF DECISION
APPLIED ENVIRONMENTAL SERVICES SITE

ALSO KNOWN AS
SHORE REALTY SITE
NASSAU COUNTY, NEW YORK
ID NUMBER 130006

PREPARED BY
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
JUNE 1991

DECLARATION FOR THE RECORD OF DECISION

SITE NAME AND LOCATION

Applied Environmental Services Site
Also Known As: Shore Realty Site
Glenwood Landing
Nassau County, New York
New York State Site Code: 130006

STATEMENT OF BASIS AND PURPOSE

This decision document presents the selected remedial action for the Applied Environmental Services Site (also known as the Shore Realty Site) located in Glenwood Landing, Nassau County, New York, which was chosen in accordance with the New York State Environmental Conservation Law (ECL), and consistent with the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA) and the National Oil and Hazardous Substances Pollution Contingency Plan ("NCP"). This decision document summarizes the factual and legal basis for selecting the remedy for this site.

Exhibit A identifies the documents that comprise the Administrative Record for the site. The documents in the Administrative Record are the basis for the proposed remedial action.

ASSESSMENT OF THE SITE

Actual or threatened releases of hazardous substances from this site, if not addressed by implementing the response action selected in this Record of Decision ("ROD") may present an imminent and substantial threat to public health, welfare, or the environment.

DESCRIPTION OF THE SELECTED REMEDY

The selected remedy addresses the principle threats posed by the site by removing the source contaminants from the soils and groundwater.

The major elements of the selected remedy include:

- o active venting, by vacuum extraction, of contaminated unsaturated soils;
- o collection of contaminated groundwater from a series of shallow groundwater extraction wells;
- o treatment of the collected groundwater by air-stripping;
- o reinjection of treated groundwater along with nutrients and a chemical source of oxygen to stimulate the growth of indigenous bacteria capable of degrading contaminants in the groundwater and saturated soils; and

- o treatment (e.g. catalytic oxidation) of contaminant laden vapors from the vacuum extraction and air-stripping processes before release to the atmosphere.

DECLARATION

The selected remedy is protective of human health and the environment, complies with State and Federal requirements that are legally applicable or relevant and appropriate to the remedial action, and is cost effective. This remedy utilizes permanent solutions and alternative treatment or resource recovery technologies, to the maximum extent practicable, and satisfies the statutory preference for remedies that employ treatment that reduces toxicity, mobility, or volume as a principal element.

Because this remedy may not allow for unlimited use and unrestricted exposure within five years after commencement of remedial action, a five year policy review will be conducted. This Level I evaluation will be conducted within five years after the commencement of remedial action to ensure that the remedy continues to provide adequate protection of human health and the environment.

6-13-91

Date

Ed Sullivan

Edward O. Sullivan

Deputy Commissioner

Office of Environmental Remediation
New York State Department of Environmental
Conservation

6-24-91

Date

William J. Mazzyroki

Constantine Sidamon-Sidloff

Regional Administrator

United States Environmental Protection
Agency

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3. Initial Screening of Technologies and Process Options
4. Listing of Potential ARARs & TBCs
5. Listing of Potential New York State ARARs/SCGs & TBCs
6. Sample Locations and Concentrations Detected in Groundwater Above Groundwater ARARs
7. Evaluation of Final Alternatives

Exhibits

- A. Administrative Record
- B. Registry Excerpt
- C. Project Milestones
- D. Responsiveness Summary

RECORD OF DECISION
APPLIED ENVIRONMENTAL SERVICES SITE
AKA SHORE REALTY SITE (#130006)

I. SITE LOCATION AND DESCRIPTION

The Applied Environmental Services (AES) site, also known as the Shore Realty site, is located at One Shore Road, Glenwood Landing, Nassau County, New York. The site is listed in the New York State Registry of Inactive Hazardous Waste Sites as site number 130006 (see Exhibit B). The site is part of a small peninsula on the east shore of Hempstead Harbor directly north of Mott's Cove. Mudflats around the site, designed as tidal wetlands, are periodically exposed by falling tides. Figure 1 shows the location of the site with respect to Hempstead Harbor.

This 3.2 acre site is surrounded by industrial, commercial, and residential areas. Directly north of the site is a fuel oil terminal. Farther north is a LILCO power station including fuel oil storage tanks. To the east is a boat yard. The nearest residence is approximately 600 feet to the northeast. Figure 2 is a site plan showing approximate borders and the layout of surface structures (tanks, buildings, loading, platform, etc.).

There are no drinking water supply wells within one mile of the site. Twelve non-public groundwater wells within one mile of the site are used for industrial, irrigation, and observation purposes. The principal aquifers beneath the site include the Upper Glacial, Port Washington, and Lloyd aquifers. These aquifers are used to varying degrees as sources of groundwater. The Magothy aquifer, often used on Long Island as a source of drinking water, is not present under the site. Groundwater beneath the site discharges to Hempstead Harbor to the west and south.

II. SITE HISTORY AND ENFORCEMENT STATUS

A summary of the major events affecting the environmental conditions at the site is included as Exhibit C.

The Shore Realty property was first used for the bulk storage of petroleum products in 1939 by Texaco Oil Company. Texaco reportedly sold the property to Phillips Petroleum in 1964. Phillips used the property to store gasoline and fuel oil in above-ground tanks until 1972. In 1974 Circle Terminal Corp. leased the facility from Phillips. At some point in the same year, a part of the facility was also leased to the Mattiace Petrochemical Company (Mattiace), which used it for the storage and distribution of chemical solvents. Numerous spills of organic chemicals are reported to have occurred during the period of Mattiace's occupancy. In 1978, an overturned tank truck released approximately 3000 gallons of toluene onto the western portion of the site. Undetermined amounts soaked into the sandy soil and spilled into Hempstead Harbor.

In October 1980, Mattiace received 34 citations regarding the poor condition of the storage tanks and safety violations. Mattiace was also ordered by the New York State Department of Transportation and United States Coast Guard to initiate a clean up of the property but failed to comply with the orders.

In July 1980 Phillips sold the property to Messrs. Joseph Saleh and Amnon Bartur. The new owners, in turn, leased the property to Applied Environmental Services (AES) later that same year. AES operated the facility for the blending of various chemical waste materials that have a heat value to provide alternate fuel sources. It also operated a hazardous waste storage facility. A series of monitoring wells, a recovery trench (which was installed while the Site was still occupied by Mattiace), and a floating liquid chemical recovery pump were installed at the Site while occupied by AES. The trench is reported to have recovered approximately 500 gallons of liquid chemicals per month during 1981-82.

Shore Realty Corp. purchased the Site in October 1983. Shore Realty then evicted AES in January 1984. New York State filed suit against Shore Realty and its owner in February 1984. As a result of that suit, Shore Realty and its owner were ordered by the court to undertake certain remedial actions at the Site. Subsequent to that order, numerous third-party defendants, including the prior landowners, prior on-site operators, and a number of companies that allegedly sent chemicals to the Site while it was operated by AES, were brought into the case by Shore Realty. Between June and September 1984, Shore Realty removed 255 of 410 drums containing hazardous wastes which were stored on the property. Shore Realty then refused to remove the remaining drums and additional wastes in tanks and containers at the site.

In October 1984, the District Court granted an earlier request by the New York State Attorney General ordering Shore Realty to remove all of the remaining hazardous wastes from the site, an order affirmed by the U.S. Court of Appeals. Shore was held in contempt of court for failing to carry out the remediation of the site and fined \$1,000/day until the cleanup was completed. This decision was appealed and upheld but remanded to the District Court to recompute the fine and determine Shore's financial condition.

In May 1985, the Commissioner of the New York State Department of Environmental Conservation (NYSDEC) determined that the site presented an imminent danger of further irreversible and irreparable damage to the environment. As a result, the NYSDEC hired a contractor to remove the hazardous wastes stored in tanks and containers at the site. The NYSDEC completed the removal of approximately 700,000 gallons of hazardous wastes from the site at a cost of over \$3.1 million by the end of September 1986. More than half of this amount was used for the disposal of wastes contaminated with polychlorinated biphenyls (PCBs).

After being nominated to the federal National Priorities List (NPL) in October 1984, the site was incorporated into the list in June 1986. This step formalized the involvement of the United States Environmental Protection Agency (USEPA) in the process of investigating and remediating the site.

In February 1987 a number of companies that allegedly sent waste chemicals to the site, now referred to as the Common Defense Group, retained a consultant (Roux Associates, Inc.) to perform the Remedial Investigation and Feasibility Study (RI/FS) for the site. An RI/FS work plan was created to specify the steps needed to define the nature and extent of the contamination at the site and evaluate the feasible alternatives for remediating the site. The results of the RI are summarized below in Section V (Summary of Site Characteristics) and the conclusions of the FS are

described in Section VIII (Summary of the Comparative Analysis of the Alternatives). Before the work plan was finalized, a public information meeting was held near the site to describe the methods and goals of the RI/FS and solicit public comment. The requirement to perform the RI/FS was incorporated into a court ordered stipulation signed September 16, 1987.

Investigations at the site began in October 1987. The first draft of the RI report was submitted in February 1988. A public notice of the availability of the draft report was issued in March 1988. Due to deficiencies in the report, it was rejected in May 1988. A revised report was submitted in August 1988 and was also rejected. A major problem with the report was that many of the analyses of samples from the site were found to be unreliable due to laboratory problems. The need to repeat much of the sampling and analysis work, along with the assessment that additional information was needed, led to the development of a supplementary RI work plan. After extensive negotiations, the supplementary work plan was approved in October 1989.

Field work began in November 1989 and the supplemental report was submitted in April 1990. A revised report that combined both phases of the RI was submitted in August 1990. The first draft of the FS was submitted in September 1990. The reports were rejected in November of 1990 and resubmitted in February, March, and April 1991. The April 1991 reports were accepted for the purposes of preparing the Proposed Remedial Action Plan and for public inspection.

III. HIGHLIGHTS OF COMMUNITY PARTICIPATION

Concurrent with the investigations and remedial measures performed at the site, there has been significant community involvement and input into the project. Between 1984 and 1987, regular meetings were held between interested citizens and federal, state, county, and local officials as often as once per month.

Before the work plan for the Remedial Investigation and Feasibility Study (RI/FS) was finalized, a public meeting was held at the nearby North Shore High School (August 12, 1987). Six local information repositories were established and the transcript from the meeting was placed into the repositories. A citizen participation workplan was developed by the NYSDEC in early 1988. As part of the plan, a public contact list was developed and used to disseminate fact sheets, meeting announcements, and other information. The Citizen Participation Plan has been placed into the document repositories. A news release, public notice, and fact sheet were issued to announce the plan and summarize developments to that date.

When the first draft of the Remedial Investigation Report was submitted in February 1988, a news release and public notice were issued, and a fact sheet, briefly describing the draft report, was also distributed. Upon the receipt of the first draft of the Feasibility Study in September 1990, another news release, meeting notice, and fact sheet were issued. A public meeting was held on September 18, 1990 to describe the revised RI Report and the FS and again solicit comments. The RI/FS reports were also placed in the repositories.

A notice of the availability of the final drafts of the RI/FS Reports and the Proposed Remedial Action Plan (PRAP) was published on April 17, 1991. Additional methods used to encourage public participation included publishing a series of announcements in local newspapers, mailing notices and a fact sheet to the project contact list, mailing notices to residents in the vicinity of the site, obtaining assistance from the local school board, and other methods. The reports, the Proposed Remedial Action Plan (PRAP), and the Administrative Record for the project were placed into the repositories. A formal public meeting was held on May 15, 1991 to present the PRAP and seek public comment. A responsiveness summary has been prepared containing responses of the NYSDEC and EPA to comments received during the public meeting and comment period (Exhibit D).

IV. SCOPE AND ROLE OF RESPONSE ACTION

The remedial action selected in this decision document addresses the entire site and the areas immediately surrounding the site. As discussed in more detail in Section V below, the primary media contaminated include site soils and groundwater. Surface water (Hempstead Harbor), surface water sediments, and ambient air above the mudflats have been contaminated as a result of contaminants migrating with site groundwater or through site soils.

By directly removing contaminants from the soils and groundwater, the response action will remove the source of contaminants from the remaining indirectly contaminated media. The remediation of the site will be complete after the response action has been implemented.

V. SUMMARY OF SITE CHARACTERISTICS

For ease of reference, Table 1 summarizes the main characteristics of the Shore Realty Site.

Summary of Field Investigations

The following paragraphs summarize the components and conclusions of the field investigations performed at the site. For more detailed information regarding the individual investigations or for additional regional information, refer to the Remedial Investigation Report listed in the Administrative Record (Exhibit A).

After the removal of hazardous wastes from tanks and containers at the site in 1985-86, it was necessary to determine the nature and extent of the subsurface (i.e. soil and groundwater), sediment, and air contamination. The Remedial Investigation (RI) designed to accomplish these goals was completed in two phases.

The first phase was carried out from October 1987 through January 1988 and included the following tasks: (1) a reconnaissance program; (2) installation of nine groundwater monitoring wells; (3) sampling and analysis of groundwater from 15 monitoring wells; (4) collection and analysis of 30 soil samples; (5) collection and analysis of eight sediment samples; (6) performance of a site-wide soil gas survey; and (7) an assessment of the hydrogeologic conditions at the site.

Figure 3 shows the location of sampling points during both phases of the RI. The second phase of the RI included (1) the installation of two additional groundwater monitoring wells to evaluate deeper groundwater conditions; (2) sampling and analysis of groundwater from 16 monitoring wells; (3) collection and analysis of 32 soil samples; (4) collection and analysis of 17 sediment samples; (5) collection and analysis of five air samples; and (6) updating the hydrogeologic assessment.

The contaminants found at the site can be grouped into the general categories of volatile organics, semi-volatile organics, and metals. The contaminants that are present in the highest concentrations are the volatile compounds ethylbenzene, toluene, and xylenes (ETX). PCBs were detected in only one unconfirmed sediment sample at 99 parts-per-billion (ppb). Pesticides were not found at the site. The distribution of the contaminants is best described by addressing the individual media of soil, groundwater, sediments, and air. The following discussion gives representative examples of the findings.

Soils

Soils at the site can be divided into four "horizons," A through D (see Figure 4). The A-horizon includes soils from five feet above the water table to the ground surface. Toluene and xylenes were found at low concentrations (39 ppb and 35 ppb respectively). Metals were also detected at low concentrations, the highest being zinc at 224 ppb and lead at 47.4 ppb.

The B-horizon, the most contaminated soil layer, includes soils five feet above to three feet below the water table. ETX was found in 18 of 27 samples at concentrations (sum of the three) up to 10,700,000 ppb (approximately one percent). Chlorinated volatile organics (e.g. trichloroethane and its degradation products) were found in six of 29 samples at concentrations up to an estimate of 20,000 ppb (methylene chloride). Polycyclic aromatic hydrocarbons (PAHs, e.g. naphthalene) were found at concentrations up to 13,000 ppb (2-methylnaphthalene). Phthalates were found in four of the five valid samples at concentrations up to 12,000 ppb (bis(2-ethylhexyl)phthalate). Metals are evenly distributed across this layer at concentrations somewhat higher than in the A-horizon (e.g. highest levels of lead and zinc at 57.6 ppb and 786 ppb, respectively). The presence of additional volatile organics may have been masked by high detection limits caused by the very high concentrations of ETX.

The C-horizon includes soils between three and 15 feet below the water table. The concentrations of ETX are lower than those in the B-horizon but are significant (e.g. xylenes up to 39,000 ppb). Methylene chloride was found in two samples at 6 ppb and 370 ppb. PAHs and phthalates were found in two samples at concentrations of 130 and 1600 ppb respectively. Metals were not detected.

Five soil samples were taken in the D-horizon which includes soils greater than 15 feet below the water table. Concentrations of ETX compounds are below 100 ppb except for one location with xylenes at 2,200 ppb. Tetrachloroethene was detected at one location at an estimated concentration of 4 ppb.

Horizontally, the areas of highest soils contamination are along the

western portion of the site (access road and bulkhead) and under the elevated tank farm.

Groundwater

Similarly to soils, groundwater contamination can be described in terms of three levels; water table (WT-series), shallow (SW-series), and deep (DW-series). Although somewhat influenced by the tides, groundwater generally moves from east to west across the site and discharges into Hempstead Harbor. The sandy soil, along with the presence of an elevated and bermed tank farm, combine to form a groundwater mound in the center of the site. The impacts of the mound and the harbor on the direction of groundwater flow lessen with depth. The hydraulic conductivity and groundwater velocity are estimated to be 0.02 cm/sec and 0.55 m/day, respectively.

The WT-series wells along the western portion of the site show heavy contamination, particularly with ETX compounds (maximum is toluene at 350,000 ppb). Chemicals floating on the water table captured by these wells contribute to these high values. Other non-chlorinated, chlorinated, semi-volatile, and metal contaminants are present in this level. The high concentrations of ETX may mask the presence of additional contaminants. WT-series wells along the eastern portion of the site are relatively uncontaminated although some exceedances of groundwater standards have been found (e.g. tetrachloroethene at 49 ppb).

The SW-series wells, screened at the interface of the C and D soil horizons, show low-level contamination by chlorinated volatile organic compounds (e.g. tetrachloroethene at 22 ppb). The data indicate that there may be an off-site source of contamination, however, there are no adequate off-site, upgradient, wells to confirm or disprove this. The DW-series wells, screened approximately 52 feet below the water table, are uncontaminated.

Sediments and Surface Waters

The analyses of sediment samples taken from the tidal mudflats in Hempstead Harbor and Mott's Cove show contamination by semi-volatile compounds and metals (e.g. benzo(b)fluoranthene, bis(2-ethylhexyl) phthalate, lead) at individual concentrations generally less than 1,000 ppb. The vertical distribution of the contaminants and the low concentrations of volatile contaminants suggest that the main source of contamination is the discharge of shallow groundwater onto the mudflats during low tide. There are no ARARs for the sediments, but some of the PAHs and metals exceed guidance values established by the NYSDEC. The distribution of contaminants indicates that there may be off-site sources contributing to the PAH contamination in the sediments.

Surface water contamination exceeding New York State water quality standards is evident in the surface sheen visible adjacent to the site.

Air

Since it is known that groundwater contaminated with volatile organic compounds discharges onto the mudflats, air samples were taken above the

mudflats during low tide to evaluate air emissions. ETX and benzene were detected. Benzene was detected in three of the five samples at concentrations higher than the NYSDEC Ambient Guideline Concentration (AGC) of 0.12 ug/m³ (highest concentration was 3.23 ug/m³ or 1 ppb). The remaining compounds were detected at levels within the AGCs. It should be noted that compounds volatilizing from soils also present air releases. This pathway is addressed in the risk assessment.

VI. SUMMARY OF SITE RISKS

In accordance with the National Oil and Hazardous Substances Pollution Contingency Plan (NCP, 40 CFR Part 300), a baseline risk assessment has been completed as one component of characterizing the site. The results of the baseline risk assessment are used to help identify applicable remedial alternatives and select a remedy. The components of the baseline risk assessment for this site are as follows:

- a review of the site environmental setting;
- identification of site-related chemicals and media of concern;
- an evaluation of the toxicity of the contaminants of concern;
- identification of the possible exposure routes and pathways;
- estimation of intake rates, incremental risks and hazard indices; and
- an evaluation of the impacts of the site upon the environment.

Exposure routes are the mechanisms by which contaminants enter the body (e.g., inhalation, ingestion, absorption). Exposure pathways are the environmental media (e.g., soil, groundwater, air, etc.) through which contaminants are carried.

The risk assessment for this site (Chapter 3 of the Feasibility Study) has identified the soils at the site as the most likely medium for which a complete exposure pathway exists on a continuous basis at the site. This pathway includes the release of volatile organic compounds from the surface of the soils and subsequent inhalation by potential site residents. A non-continuous pathway is the air over the mudflats at low tide. During the time where the mudflats are exposed, volatile organic compounds evaporate and produce concentrations that exceed state guidelines.

To estimate exposure rates, representative compounds were selected, conservative assumptions were made, and lifetime intake rates were calculated for the routes of inhalation, ingestion, and dermal absorption. Five different usage scenarios were evaluated; commercial use; recreational use by adults, recreational use by children, residential use, and exposure to chemicals associated with the sediments in the mudflats. Although the site and the area immediately surrounding the site are industrial in nature, the site was purchased by Shore Realty ostensibly for residential development. Therefore, it was appropriate to evaluate residential and recreational exposure scenarios in the risk assessment. Contaminants were divided into two categories, those that are possible/probable carcinogens, and those that

may cause non-cancer health effects (systemic toxicants). Toxicity data was obtained from the Integrated Risk Information System (IRIS) and the Risk Assessment Guidance for Superfund (RAGS).

The results of the assessment indicate that left unremediated, the residential use scenario would present an incremental risk of cancer of approximately 9×10^{-5} (see Table 2). That is, living at the site for a lifetime could increase an individual's risk of developing cancer by nine in one hundred thousand. This results primarily from the inhalation of methylene chloride and benzene which volatilize from site soils. Note that there are no site residents or current users and that the site is secured by chain link fence. Trespassers could be exposed to contaminant vapors but not at significant levels. Persons walking across the mudflats could be exposed to contaminated groundwater and vapors.

For the purposes of the risk assessment, methylene chloride and benzene were assumed to be present in site soils at concentrations of 20 ppm and 3.7 ppm respectively. Methylene chloride was found in only one sample at 20 ppm and the laboratory blank for this sample was found to contain the contaminant. Benzene was detected in only one soil sample (at 0.005 ppm) but concerns about masking indicated the need to assume that benzene was present in soils at the detection limit.

The increased risk of 9×10^{-5} exceeds the one in one million (or 10^{-6}) risk level used by New York State to indicate that remedial action may be needed. Contaminants in excess of State and federal standards were detected in groundwater at the site. EPA policies and regulations allow remedial actions to be taken whenever cross-media impacts result that exceeds one or more maximum contaminant levels (MCLs), which are enforceable water standards. The State and federal MCLs are set at levels that are protective of human health. Consequently, site remediation is warranted to remove this continuous source of contamination and expedite compliance with State and federal groundwater standards.

The risks associated with exposure to noncarcinogenic contaminants are determined using the "Hazard Index" approach. The Hazard Index is a comparison of potential levels of exposure to site-related contaminants with conservative estimates of an acceptable level of exposure. For noncarcinogens, a Hazard Index greater than one indicates that adverse noncarcinogenic effects may occur, while a value below one indicates that such effects are unlikely to occur. At this site, the total Hazard Index for exposure to noncarcinogenic related contaminants is less than one, suggesting that adverse noncarcinogenic effects are not likely to occur.

The environmental assessment has identified impacts to marine life, including reduced species diversity and observed stress in translocated benthic species, resulting from the contamination of the site. Impacts directly attributable to the site upon marine plant and animal life appear to be limited to the bulkheads and sediments directly adjacent to the site. This is thought to result primarily from the discharge of non-aqueous phase chemicals floating on the water table into the harbor.

There are a number of assumptions, uncertainties, and limitations associated with these estimates that are addressed in the Feasibility Study. In general, the main sources of uncertainty include:

- nature of receptor population;
- VOC emission rates;
- modelling of exposure levels;
- accuracy of toxicological data; and
- the complex interaction of the uncertainty elements.

For example, the risk assessment identified receptor populations based upon reasonable potential exposure scenarios. The most conservative scenario assumed that individuals would reside on-site for a lifetime. Other scenarios were also evaluated for comparison purposes. The actual risk incurred would be dependent upon the actual location of the most exposed individual(s) and the duration of their exposure.

The mathematical models used to estimate the concentrations of contaminants presented to receptors contain many assumptions that can affect results. The input parameters to the models (e.g. meteorological data) also have uncertainties that influence the output of the models. Much of the toxicological data used is extrapolated from animal studies to estimated human impacts. Often these studies are performed at high concentrations and produce results that may not occur at lower levels. Additionally, these and other uncertainty factors combine in ways that can increase the overall uncertainty of the results. These uncertainties are addressed by making conservative assumptions concerning risk and exposure parameters throughout the assessment. As a result, the risk assessment provides upper bound estimates of the risks to populations at the Site, and is unlikely to underestimate actual risks related to the Site.

The increased risks identified by the baseline risk assessment in combination with concerns regarding the criteria described below (especially exceedances of New York State groundwater standards) indicate the need to actively remediate soils and groundwater at the site. Actual or threatened releases of hazardous substances from this site, if not addressed by implementing the response action selected in this ROD, may present an imminent and substantial endangerment to public health, welfare, or the environment.

VII. DESCRIPTION OF THE REMEDIAL ALTERNATIVES

To determine the most appropriate method for remediating the site, the feasibility study completed a process that can be described in three parts. The first step identified and "screened" a large number of technologies that could be employed at the site to treat, contain, or dispose of the contaminants. Technologies that passed the initial screening phase were then grouped into different combinations to form remedial alternatives for further evaluation. After an initial analysis to identify the most promising alternatives, a detailed analysis was performed to serve as the basis for selecting a preferred alternative. This process is described in more detail in the following subsections.

Compilation and Screening of the Technologies

The results of the remedial investigation indicate that five media in and around the site have been contaminated as a result of the improper management of hazardous materials and wastes. These media are site soils, site groundwater, the tidal sediments adjacent to the site, surface water

(Hempstead Harbor), and the air. It has been concluded that three of the five media (i.e. sediments, surface water, and air) are being indirectly contaminated as a result of the direct contamination of the soil and groundwater at the site.

The discharge of contaminated groundwater from the site into Hempstead Harbor (and Mott's Cove as part of Hempstead Harbor) results in contaminants being transferred into the sediments, the surface water, and by evaporation, into the air. Additionally, contaminants in the soils leach into the groundwater, evaporate into the air, and have the potential to transfer to people and biota that come into contact with contaminated soils. Therefore, the saturated and unsaturated soils at the site are considered the principal threats posed by the site.

Therefore, the initial screening process focused upon soil and groundwater with the understanding that by directly addressing these two media, the other three media would be addressed by virtue of removing the source of contamination to the sediments, surface water and air.

To generate alternatives capable of addressing the contamination of each medium, the three progressively more specific categories of "general response actions," "remedial technologies," and "process options" were identified. For example, regarding soil, one of the general response actions considered was containment. This was then subdivided into the two remedial technologies of capping and vertical barriers which was further subdivided into the process options of synthetic, asphaltic, and layered caps along with sheet piling and slurry walls as vertical barriers. A summary of the 12 general response actions, 19 remedial technologies, and 41 process options considered is given in Table 3.

The initial screening process essentially consists of evaluating all of the identified process options against the single criterion of technical implementability. This also includes the evaluation of the "No Action" alternative which is carried through the entire process to demonstrate the need for remediation at the site and as a requirement of the NCP.

The following list indicates the process options which did not pass initial screening and a brief explanation for their exclusion.

<u>Medium</u>	<u>Technology/Process Option Excluded</u>	<u>Reason</u>
<u>soil</u>	-solidification/stabilization -land farming -off-site pyrolysis -on-site RCRA landfill -in-situ chemical treatment	-not effective for site wastes -inadequate site conditions -not applicable to site wastes -inadequate site conditions -not applicable to site wastes
<u>groundwater</u>	-vertical barriers -oil-water separation -precipitation/flocculation -ion exchange -chemical reduction	-not effective -insufficient "oil" phase -not applicable to site wastes -not applicable to site wastes -not applicable to site wastes

Process options that were found to be technically implementable as a result of the screening process are as follows:

Process Options Retained for Further Evaluation

<u>Soil</u>	<u>Groundwater</u>
-no action	-no action
-containment (layered capping)	-containment (layered cap)
-containment (sheet piling)	-extraction
-off-site disposal	-air stripping
-off-site incineration	-in-situ soil venting
-on-site incineration	-in-situ biodegradation
-on-site thermal desorption	-discharge to POTW
-in-situ vapor extraction	-discharge to harbor
-in-situ biodegradation	-reinfiltration

A detailed discussion and evaluation of the initial screening process can be found in Chapter 5 of the Feasibility Study.

Evaluation of the Alternatives

Initial Screening

The remedial technologies and process options that passed the screening process were then assembled into nine different combinations or remedial alternatives. Theoretically, an immense number of combinations are possible but the NCP provides guidance (40 CFR 300.430(e)(3)) for how to assemble suitable technologies into alternative remedial actions for evaluation. Three sets of alternatives are described: (1) a range of alternatives that remove or destroy contaminants to the maximum extent feasible and eliminate or minimize to the degree possible, the need for long-term management; (2) "other alternatives which, at a minimum, treat the principal threats posed by the site but vary in the degree of treatment employed and the quantities and characteristics of the treatment residuals and untreated waste that must be managed;" and (3) "one or more alternatives that involve little or no treatment, but provide protection of human health and the environment primarily by preventing or controlling exposure to ... contaminants, through engineering controls" and other methods to "assure continued effectiveness of the response action."

The following nine remedial alternatives were constructed and evaluated against the short and long-term aspects of three of the balancing criteria; effectiveness, implementability, and cost (see Section VIII below for descriptions of the criteria).

Initial List of Remedial Alternatives

1. No Action/Monitoring.
2. Multilayered RCRA cap + groundwater extraction + discharge to POTW + monitoring.
3. Soil excavation + off-site incineration + monitoring.
4. Sheet piling vertical barrier + dewatering + water treatment + soil excavation + off-site incineration + monitoring.
5. Partial soil excavation + on-site thermal desorption + monitoring.

6. Groundwater extraction + air stripping + discharge + monitoring.
7. In-situ soil venting + monitoring.
8. Sheet piling vertical barrier + dewatering + water treatment + in-situ soil venting + monitoring.
9. In-situ soil venting + groundwater extraction + air stripping + in-situ biodegradation + monitoring.

The initial screening of these alternatives against the three balancing criteria mentioned above took the following factors into consideration.

The effectiveness evaluation considers:

- a. the degree to which the alternative under consideration reduces the toxicity, mobility, or volume of the contaminants through treatment;
- b. how residual risks are minimized;
- c. how long-term protection is provided;
- d. how ARARs are complied with;
- e. how short-term risks are minimized; and
- f. how quickly the alternative achieves protection.

The implementability evaluation considers:

- a. technical feasibility (ability to design, construct, and operate the alternative); and
- b. administrative feasibility (availability and capacity of services, equipment, and personnel along with the ability to obtain the necessary approvals from involved regulatory agencies).

The cost evaluation considers:

- a. capital costs for design and construction;
- b. operation and maintenance costs; and
- c. the present worth of all costs for comparison purposes.

The result of the initial screening process was to reject three of the nine alternatives. The reasons for rejecting these three are given below.

Alternatives Rejected

Alternative 2: Multilayered RCRA cap + groundwater extraction + discharge to POTW + monitoring.

This alternative would reduce the infiltration of precipitation into site soils by installing a multi-layer surface cap designed in accordance with the requirements for secure landfills under the Resource Conservation and Recovery Act (RCRA) and its amendments. Reducing

infiltration would reduce the amount of contaminated groundwater that is generated. A groundwater extraction system would be installed and operated to reduce or eliminate the discharge of groundwater contaminated to levels above ARARs into the harbor. Collected groundwater would be discharged into a nearby sanitary sewer line for subsequent treatment at the local Publicly Owned Treatment Works (POTW).

The alternative was rejected for a number of reasons. Overall, its long-term effectiveness is dependent upon the successful operation, for many years, of an active collection and disposal system along with maintenance of the cap. The alternative is much less effective than other alternatives in achieving the remedial objectives. Although the mobility of the contaminants would be reduced, it would take decades to reduce the overall volume of contaminants and their toxicity would not be altered. Risks would be controlled by containment and isolation which is less preferable than a permanent remedy that removes contaminants directly. Although technically feasible, it would likely be administratively infeasible due to the difficulty of obtaining approval to discharge untreated groundwater laden with contaminants to the local POTW.

Alternative 3: Soil excavation + off-site incineration + monitoring.

In this case approximately 30,000 cubic yards of the most contaminated soils would be excavated and transported off-site for treatment at a commercial hazardous waste incinerator. Soils would be excavated to a depth three feet below the existing water table. Clean fill would be brought to the site to replace the excavated material. Long-term groundwater monitoring would be needed to evaluate the effectiveness of the alternative in improving groundwater quality.

Although there would be a significant reduction in the volume and mobility of the contaminants in the unsaturated and shallow saturated soils, deeper soils and contaminated groundwater would not be addressed. The protectiveness of the alternative would be no greater than alternative 5 and would cost an order of magnitude more. Significant risks from the transportation of a large amount of contaminated soil long distances would likely be incurred. Groundwater ARARs would largely not be met, exposure pathways would remain, and the discharge of contaminated groundwater would continue to impact sediments, surface water, and by evaporation, air. For these reasons, the alternative was rejected.

Alternative 6: Groundwater extraction + air stripping + discharge + monitoring.

Shallow groundwater would be collected along most of the border between the site and the harbor using either recovery wells, well points, or a collection trench. Extracted water would then be treated using a counter-current air stripping tower. Treated water would be either discharged to the harbor or the local POTW. Air emissions from the air stripping tower would be treated by catalytic oxidation to prevent exceedances of air quality standards. Long-term monitoring would be needed to monitor the effectiveness of the alternative.

Although the alternative would reduce or eliminate the discharge of contaminated groundwater to the harbor, it would do so without addressing the source of groundwater contamination (i.e., contaminated soils) and would probably take decades to achieve all of the remedial objectives. Therefore, it would not address groundwater ARARs in a reasonable amount of time. Since soils would not be directly addressed, exposure pathways from volatilization and direct contact would not be addressed. For these reasons, the alternative was rejected.

Detailed Analysis:

The deletion of three remedial alternatives from further consideration left six for the detailed analysis. These are renumbered as follows:

- I. No action + monitoring.
- II. Sheet piling vertical barrier + dewatering + water treatment + soil excavation + off-site incineration + monitoring.
- III. Partial soil excavation + on-site thermal desorption + monitoring.
- IV. In-situ soil venting + monitoring.
- V. Sheet piling vertical barrier + dewatering + water treatment + in-situ soil venting + monitoring.
- VI. In-situ soil venting + groundwater extraction + air stripping + in-situ biodegradation + monitoring.

The goal of the detailed analysis, as defined by the NCP, is to evaluate each of the viable alternatives against each of the seven criteria given in Section VIII below (Summary of the Comparative Analysis of the Alternatives). These criteria are overall protection of human health and the environment, compliance with ARARs, short-term impacts and effectiveness, long-term effectiveness and permanence, reduction of toxicity, mobility, and volume, implementability, and cost.

The information below briefly describes each of the alternatives retained for the detailed analysis. Following the descriptions is a discussion that compares the alternatives with respect to each of the criteria. It should be noted that the costs and implementation times given are initial estimates, and include the time needed to design the alternative. The present worth values below estimate how much money is needed today to finance projects that will take place over several years. The present worth of each alternative has been calculated based on the time to implement that particular alternative and assuming an interest rate of 10%.

Alternative I: No Action + monitoring.

Capital Cost: \$0
Present Worth: \$755,000

Annual O&M: \$80,000
Time to Implement: 30 years

In accordance with the NCP, this alternative assumes no direct action at the site other than monitoring site conditions, in this case

groundwater monitoring. Contaminants would continue to discharge into the harbor and volatilize from soils. The annual operation and maintenance costs (O&M) are for groundwater monitoring and fence maintenance.

Alternative II: Sheet piling vertical barrier + dewatering + water treatment + soil excavation + off-site incineration + monitoring.

Capital Cost: \$238,880,000
Present worth: \$242,931,000*

Annual O&M: \$1,090,000
Time to Implement: 6 years

To make it possible to lower the site water table and expose all of the significantly contaminated soils, sheet piling would be installed around the site. Because there is no shallow impermeable barrier (e.g., clay or rock) to seal the sheet wall, dewatering would introduce salt water from the harbor into the site. It is estimated that to expose 15 feet of soil would require extracting 44 million gallons per day of fresh and brackish water. A total of 2.0 billion gallons would be treated and discharged. All of the contaminated soils would be excavated (approximately 105,000 cubic yards) and transported off-site for incineration.

* The present worth values calculated for alternatives II & III are different than those presented in the Feasibility Study. In the Feasibility Study, capital costs were discounted over the time to implement. It is not EPA policy to discount the capital costs.

Alternative III: Partial soil excavation + on-site thermal desorption + monitoring.

Capital Cost: \$10,045,000
Present Worth: \$10,321,000*

Annual O&M: \$80,000
Time to Implement: 2.5 years

Contaminated soils would be excavated down to three feet below the water table (approximately 34,000 cubic yard) treated in an on-site thermal desorption unit, and placed back into the ground. Deeper contaminated soils and groundwater would not be addressed. Off-gases from the thermal desorption unit would be treated in an afterburner to prevent unacceptable emissions of volatile organic compounds. A 30-year monitoring period is included.

Alternative IV: In-situ venting + monitoring.

Capital Cost: \$1,230,000
Present Worth: \$1,977,000

Annual O&M: \$440,000 +
Time to Implement: 2.5 years

This alternative would remove volatile contaminants from soils above the water table by an in-situ vacuum extraction technique. This entails a series of extraction wells and trenches around the site connected by piping to a vacuum system. The exhaust from the system would be treated (e.g., catalytic oxidation) to prevent unacceptable emissions. Saturated soils and groundwater would not be addressed.

Alternative V: Sheet piling vertical barrier + dewatering + water treatment

+ in-situ soil venting + monitoring.

Capital Cost: \$8,650,000
Present Worth: \$11,399,000

Annual O&M: \$1,550,000 -
Time to Implement: 3 years

This alternative is similar to Alternative II except that soils are treated in-situ rather than excavated and transported off-site for incineration. Both soils and groundwater are addressed thereby removing the source of contamination to the other media of concern; sediments, surface water, and air. The soil venting process would be the same as in Alternative IV except that the dewatering would allow venting to 15 feet below the existing water table instead of to the water table.

Alternative VI: In-situ venting + groundwater extraction + air stripping + in-situ biodegradation + monitoring.

Capital Cost: \$2,390,000
Present Worth: \$4,507,000

Annual O&M: \$970,000 +
Time to Implement: 4 years

Both saturated and unsaturated soils would be treated along with groundwater under this alternative. Rather than dewatering the significantly contaminated soils entirely as with Alternatives II and V, the water table would be depressed approximately three feet by a combination of pumping and covering portions of the site with a synthetic material to reduce the infiltration of precipitation. Volatile contaminants would be removed from the unsaturated soils and treated to prevent release to the atmosphere.

A series of extraction wells would intercept contaminated groundwater before it discharges to Hempstead Harbor and Mott's Cove. The collected water (approximately 10-30 gallons per minute) would be treated in an air stripping tower. Air emissions would also be controlled by catalytic oxidation or an equivalent process. Treated water would be fortified with nutrients and an oxygen source before being reinjected into the site. This will stimulate the growth of naturally occurring bacteria capable of degrading site contaminants. This will enhance the remediation of the groundwater and will also address contaminated saturated soils.

VIII. SUMMARY OF THE COMPARATIVE ANALYSIS OF THE ALTERNATIVES

The remedial alternative proposed for the site by the NYSDEC and the USEPA was developed in accordance with the New York State Environmental Conservation Law (ECL) and is consistent with the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 42 USC Section 9601, et. seq., as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA). The criteria used in evaluating the potential remedial alternatives can be summarized as follows:

Threshold Criteria - The first two criteria must be satisfied in order for an alternative to be eligible for selection.

1. Protection of Human Health and the Environment--This criterion is an overall and final evaluation of the health and environmental impacts to assess whether each alternative is protective. This evaluation is based

upon a composite of factors assessed under other criteria, especially short/long-term effectiveness and compliance with ARARs/SCGs (see below).

2. Compliance with Applicable or Relevant and Appropriate New York State and Federal Requirements (ARARs)--ARARs are divided into the categories of chemical-specific (e.g. groundwater standards), action-specific (e.g. design of a landfill), and location-specific (e.g. protection of wetlands). To distinguish between state and federal requirements, New York State refers to its ARARs as Standards, Criteria, and Guidelines (SCGs). Certain policies and guidance that do not have the status of ARARs/SCGs that are considered to be important to the remedy selection process are identified as To-Be-Considered (TBC) criteria. A compilation of federal and state ARARs/SCGs/TBCs are included in Tables 4 and 5. At this site, groundwater is contaminated to levels above New York State standards thereby contributing to the need for site remediation. Table 6 indicates the locations and concentrations where groundwater concentrations exceed standards. Table 7 summarizes the comparison of the remedial alternatives with identified ARARs/SCGs/TBCs.

Primary Balancing Criteria - The next five "primary balancing criteria" are to be used to weigh major trade-offs among the different hazardous waste management strategies.

3. Short-term Impacts and Effectiveness--The potential short-term adverse impacts of the remedial action upon the community, the workers, and the environment is evaluated. The length of time needed to achieve the remedial objectives is estimated and compared with other alternatives.
4. Long-term Effectiveness and Permanence--If wastes or residuals will remain at the site after the selected remedy has been implemented, the following items are evaluated: 1) the magnitude and nature of the risk presented by the remaining wastes; 2) the adequacy of the controls intended to limit the risk to protective levels; and 3) the reliability of these controls.
5. Reduction of Toxicity, Mobility, or Volume--Preference is given to alternatives that permanently and by treatment significantly reduce the toxicity, mobility, or volume of the wastes at the site. This includes assessing the fate of the residues generated from treating the wastes at the site.
6. Implementability--The technical and administrative feasibility of implementing the alternative is evaluated. Technically, this includes the difficulties associated with the construction and operation of the alternative, the reliability of the technology, and the ability to effectively monitor the effectiveness of the remedy. Administratively, the availability of the necessary personnel and materiel is evaluated along with potential difficulties in obtaining special permits, rights-of-way for construction, etc.
7. Cost--Capital and operation and maintenance costs are estimated for the alternatives and compared on a present worth basis. Although cost is the last criterion evaluated, where two or more alternatives have met the requirements of the remaining criteria, cost effectiveness can be

used as the basis for final selection.

Modifying Criteria - These final criteria are taken into account after evaluation of those above. They are focused upon after public comments have been received.

8. Community Acceptance--Concerns of the community regarding the RI/FS Reports and the Proposed Remedial Action Plan are evaluated. The Responsiveness Summary (Exhibit D) for this project identifies those concerns and presents the agencies responses to those concerns.
9. State Acceptance--In this case, New York State is the "lead agency" for the project and the USEPA is the "support agency." Therefore, "State acceptance" is understood to refer to the concurrence between the agencies on the proposed remedy.

The site specific goals for remediating this site can be summarized in general as follows:

1. Soil - a. Reduce the concentrations of benzene and methylene chloride so that the presence of these chemicals at the site do not present an added risk of cancer of more than one in one million under the most conservative exposure scenario.
b. Reduce the concentrations of organic contaminants in soils so that, to the extent feasible, contaminants do not leach from soils and contaminate groundwater to levels above standards.
2. Groundwater - Reduce the concentrations of contaminants in groundwater to below NYS groundwater standards, to the extent technically feasible.
3. Sediments - Indirectly remediate sediments by treating the source of contaminants to the sediments, site soils and groundwater.
4. Air - Eliminate the exceedances of ambient air standards over the mudflats.
5. Surface Water - Eliminate the sheen on surface waters to comply with applicable surface water standards.

The following section addresses the alternatives that have been evaluated to achieve these goals.

As discussed above, the NCP requires that when evaluating potential remedial alternatives, the threshold criteria of overall protectiveness of human health and the environment along with compliance with Applicable or Relevant and Appropriate Requirements (ARARs) must be met. The five primary balancing criteria are then used to weigh trade-offs between the alternatives.

Overall Protection of Human Health and the Environment

Alternative II achieves the highest degree of protection by virtue of removing virtually all of the source of the contamination in the soils and

groundwater. If implemented, Alternative II would allow unrestricted use of the site. This assumes that the PAH contamination in the sediments would be reduced to background levels in less than two years. This is considered to be a reasonable assumption given the moderate level of sediment contamination.

Alternatives III and IV provide a much lower degree of protectiveness because they do not address contaminated saturated soils or groundwater. Significant exposure pathways would remain depending upon the degree of contaminant removal obtained.

Alternatives V and VI approach a high degree of protection by removing a high percentage of contaminants in the soils and groundwater. Alternative V is judged to be somewhat more protective based upon the likely higher degree of removal afforded by vacuum extraction versus biotreatment. Alternative V would entail lowering the site water table by approximately 15 feet and then extracting contaminants under vacuum.

The No-Action alternative (Alt. I) would not be protective because the only contaminant removal process available would be natural attenuation. It would take decades to reduce the concentrations to acceptable levels.

Compliance with ARARs

The most significant of the ARARs at the site is the New York State groundwater standards. State regulations define the best usage of groundwater as a source of drinking water. Therefore, the assigned standards are stringent. Alternatives II, V, and VI include provisions for directly addressing groundwater contamination and are capable of achieving this ARAR. They also address soil contamination as a source of contaminants to the groundwater by leaching. Alternatives I, III, and IV rely upon natural attenuation. Alternatives III and IV include the removal of chemicals in the unsaturated zone that contribute to groundwater contamination. Alternatives I, III, and IV do not comply with this chemical-specific ARAR.

All alternatives substantially comply with the action-specific and location specific ARARs except in one case. The New York State Coastal Zone Management Program includes an overall goal of encouraging the restoration of waterfront areas for beneficial and compatible uses. The No-Action alternative would not be in compliance with this goal and Alternatives III and IV would be in marginal compliance.

Currently, there are no ARARs for contaminated sediments, but the State of New York has developed guidance values for evaluating sediment contamination. The concentration of several contaminants in sediments at the site somewhat exceed these guidance values. Alternatives II, V, and VI would indirectly clean up sediments by eliminating the source of contamination and allowing the contaminants to naturally degrade. Because of the difficulties associated with directly remediating sediments, and the habitat disruptions it would cause, indirect remediation is considered preferable in this case. A monitoring program will be required to ensure that the sediment contamination does naturally degrade.

The NCP specifies conditions under which a selected alternative may result in a remedy that does not attain one or more ARARs (40 CFR 300.430(f)(1)(ii)(C)). These waivers take into account factors such as technical impracticability and alternate approaches while ensuring that protection of human health and the environment is maintained.

Short-Term Impacts and Effectiveness

Alternatives IV, V, and VI are capable of achieving the remedial goals in a fairly short period of time while minimizing impacts to the community. This results from employing in-situ techniques with little disturbance of the site. Short-term environmental impacts could be created by dewatering the site (Alt. II and V) resulting in salt water intrusion. The short-term effectiveness of Alternative IV would be low because it does not address saturated soil and groundwater contamination and possible impacts to the tidal wetlands. Air pollution control equipment would minimize atmospheric impacts.

Alternatives II and III involve significant soil excavations which would expose heavily contaminated soils. Controlling the emissions of vapors and contaminated particulate would be difficult but could be done using engineering controls. Transportation of excavated soil (Alt. II) would also present some risk of impacts.

Alternative I would have no short-term effectiveness and existing impacts would continue.

Long-Term Effectiveness and Permanence

Alternatives III and IV would leave significant quantities of contaminants behind and rely upon natural flushing of the aquifer to complete the remediation. As with Alternative I, the problem would not become worse with time but would take many years to rectify itself. Alternatives II, V, and VI would significantly (or completely) remove contaminants from the site irreversibly.

Reduction of Toxicity, Mobility, and Volume by Treatment

Alternatives II, V, and VI substantially remove contaminants from the site. Alternatives III and IV would remove the majority of contaminants but would leave the saturated soils and groundwater untreated. Alternatives III through VI satisfy the preference of on-site treatment over off-site treatment. Alternative I contains no provisions for treatment.

All alternatives rely upon volume reduction rather than altering toxicity or reducing mobility by containment techniques. All of the treatment methods are irreversible.

Implementability

Alternative II is the least implementable. Difficulties include: installing and maintaining a 1.3 million gallon per day water treatment system; maintaining a constant water drawdown over a long period of time; off-site incinerator capacity limitations; minimizing fugitive emissions; and

the logistics of high volume (approx. 7,000 trips) truck traffic.

Alternatives III and V would encounter some of the same difficulties but to a lesser degree. The feasibility of the biotreatment component of Alternative VI is based on bench scale tests. The applicability of this technology will be investigated by performing more extensive pilot tests before full scale implementation. Other concerns regarding technical/administrative feasibility and the availability of equipment and personnel are considered manageable.

Cost

The present worth of the No-Action alternative (I) is \$755,000. This provides for 30 years of monitoring and maintenance. The cost of Alternative II would be extremely high (\$242,931,000) due to the excavation, transport, and incineration of large amounts of contaminated soil and the treatment of large amounts of collected water. The costs for excavation and thermal treatment account for the relatively high cost of Alternative III (\$10,321,000) even though it contains no provisions for treatment of groundwater or saturated soils. Alternative IV would accomplish nearly as much as Alternative III but at a much lower cost (\$1,977,000). Alternatives V and VI would likely achieve similar levels of remediation but differ significantly in cost (\$11,399,000 vs. \$4,507,000 respectively). This is explained by the more aggressive dewatering/venting approach of Alternative V. Alternative VI relies upon the passive method of bioremediation to address saturated soils and, in part, groundwater. The following list summarizes the cost estimates.

Estimated Present Worth of Costs of Alternatives

Alt. I - No action.....	\$755,000
Alt. II - Dewatering/Excavation/Off-site Incineration.....	\$242,931,000
Alt. III - Partial Excavation/Thermal Desorption.....	\$10,321,000
Alt. IV - Soil Venting.....	\$1,977,000
Alt. V - Dewatering/Soil Venting.....	\$11,399,000
Alt. VI - Soil Venting/Groundwater Extraction/Biodegradation...	\$4,507,000

IX. SELECTED REMEDY

Based upon the results of the Remedial Investigation and Feasibility Study (RI/FS), and the criteria for selecting a remedy under the applicable laws and regulations, the NYSDEC and USEPA have selected Alternative VI (In-Situ Soil Venting + Extraction of Groundwater + Air Stripping + In-Situ Biodegradation + Monitoring) to remediate the site. The estimated present worth and capital costs for the remedy are, respectively, \$4,507,000 and \$2,390,000. The costs to operate and maintain the remedy vary from year to

year.

The elements of the proposed remedial program (Alternative VI: In-situ venting - extraction of groundwater - air stripping - in-situ biodegradation - monitoring) are as following (see Figure 5):

1. A biotreatability pilot study to determine the type and amount of nutrient and oxygen additives needed to stimulate the growth of indigenous bacteria capable of biodegrading site contaminants.
2. A remedial design program to verify the components of the conceptual design and provide the details necessary for the construction, implementation, and monitoring of the remedial program.
3. Installation and operation of a soil venting (vapor extraction) system consisting of:
 - a. installation of a cover system on the ground surface over the area to be vented to prevent short-circuiting of air into the venting system and reduce the infiltration of precipitation into site soils;
 - b. installation of an adequate number of vacuum extraction wells and trenches to remove contaminants from the soils in accordance with the remedial goals;
 - c. piping, pumps, and other appurtenances to extract contaminated vapors from the treatment zone; and
 - d. air pollution controls to limit air emissions to levels acceptable to the NYSDEC and USEPA.
4. Installation and operation of a groundwater collection and treatment system consisting of:
 - a. collection wells, points, or trenches capable of intercepting contaminated groundwater before entering Hempstead Harbor or Mott's Cove;
 - b. collection wells under the existing tank farm to collect contaminated groundwater;
 - c. pipes, pumps, and other appurtenances to collect groundwater to a treatment area;
 - d. treatment of groundwater by air stripping (or equivalent process) to levels acceptable to the NYSDEC and USEPA;
 - e. air pollution controls to limit air emissions to levels acceptable to the NYSDEC and USEPA; and
 - f. reinjection/infiltration of treated water fortified with nutrients and an oxygen source to stimulate the biotreatment of contaminated saturated soils and groundwater.

5. A biotreatment program designed to reduce to the extent practicable in conjunction with the other process options employed, contaminants in the saturated soils and groundwater.
6. A monitoring program designed to evaluate the performance of the remedial program while in operation and evaluate its continued effectiveness after discontinuation.

The performance standards to be obtained by implementing the remedy include the following:

1. Soil - a. Reduce the concentrations of benzene and methylene chloride so that the presence of these chemicals at the site do not present an added risk of cancer of more than one in one million under the most conservative exposure scenario.
 b. Reduce the concentrations of organic contaminants in soils so that, to the extent feasible, contaminants do not leach from soils and contaminate groundwater to levels above standards.
2. Groundwater - Reduce the concentrations of contaminants in groundwater to below NYS groundwater standards, to the extent technically feasible.
3. Sediments - Indirectly remediate sediments by treating the source of contaminants to the sediments, site soils and groundwater.
4. Air - Eliminate the exceedances of ambient air standards over the mudflats.
5. Surface Water - Eliminate the sheen on surface waters to comply with applicable surface water standards.

If monitoring indicates that continued operation of the remedy is not producing significant reductions in the concentrations of contaminants in soils and groundwater, in accordance with the NCP, the NYSDEC and the USEPA will evaluate whether discontinuance of the remedy is warranted. The criteria for discontinuation will include an evaluation of the operating conditions and parameters as well as a statistical determination that the remedy has attained the feasible limit of contaminant reduction and that further reductions would be impracticable.

X. STATUTORY DETERMINATIONS

The following discussion describes how the remedy complies with the decision criteria in the laws and regulations.

1. Protection of Human Health and the Environment

The proposed remedy is protective in that it would substantially remove from the site the contaminants that are the source of the threat to human health and the environment. Contaminants in the unsaturated soils would be removed by in-situ vacuum extraction techniques and controlled to prevent adverse air emissions. Saturated soils would be treated by in-situ biodegradation and by virtue of treating groundwater. Groundwater would be

treated by extraction and air stripping as well as biodegradation. Treating these media will remove the source of contamination from the sediments, surface water, and air. No unacceptable short-term risks or cross-media impacts will be caused by implementation of the remedy.

2. Compliance with ARARs

Alternative VI, within a reasonable degree of certainty, complies with all applicable or relevant and appropriate federal and state requirements. The actual efficiency of the biotreatment program, the exchange of contaminants between soils and groundwater, the possibility of an off-site contributor, and the hydrogeologic complexities of the site contribute uncertainty to the ability of the remedy to attain compliance with all ARARs. Primarily, New York State groundwater standards (6 NYCRR Part 703). However, the evaluation of the primary balancing criteria indicates that Alternative VI provides the best method for achieving the remedial goals because it minimizes short-term risk, is highly implementable, and is cost effective.

The remedy will continue to be operated and improved as necessary until such time that compliance with all ARARs has been obtained or conditions indicate that a waiver of the ARAR is justified based upon conditions given in the NCP.

3. Cost-Effectiveness

Of the alternatives that can achieve the remedial goals and meet the threshold evaluation criteria, Alternative VI has the lowest cost.

4. Utilization of Permanent Solutions and Alternative Treatment Technologies or Resource Recovery Technologies to the Maximum Extent Practicable.

The NYSDER and the USEPA have determined that the selected remedy provides the best balance of tradeoffs among the alternatives for remediating the site. Of the alternatives that met the threshold criteria of "overall protection of human health and the environment" and "compliance with ARARs," the balancing criteria of "short-term impacts and effectiveness," "implementability," and "cost" were the most critical criteria for selecting a remedy. The remaining alternatives were comparable in their ability to meet the remaining criteria ("long-term effectiveness and permanence", and "reduction of toxicity, mobility, or volume").

Alternative VI avoids the short-term impacts associated with dewatering the site (Alts. II & V) and with the incineration of large quantities of contaminated soils (Alt. II). Dewatering the site could adversely affect the tidal wetlands in the vicinity. Incineration would present risks from exposure to vapors from excavated soils, transportation, and emissions from the treatment process.

The excavation and incineration of large quantities of soil and the collection and treatment of large amounts of groundwater pose technical and administrative feasibility difficulties for Alternative II. Although these difficulties could be overcome, the techniques associated with Alternative VI avoid those difficulties making it more promising.

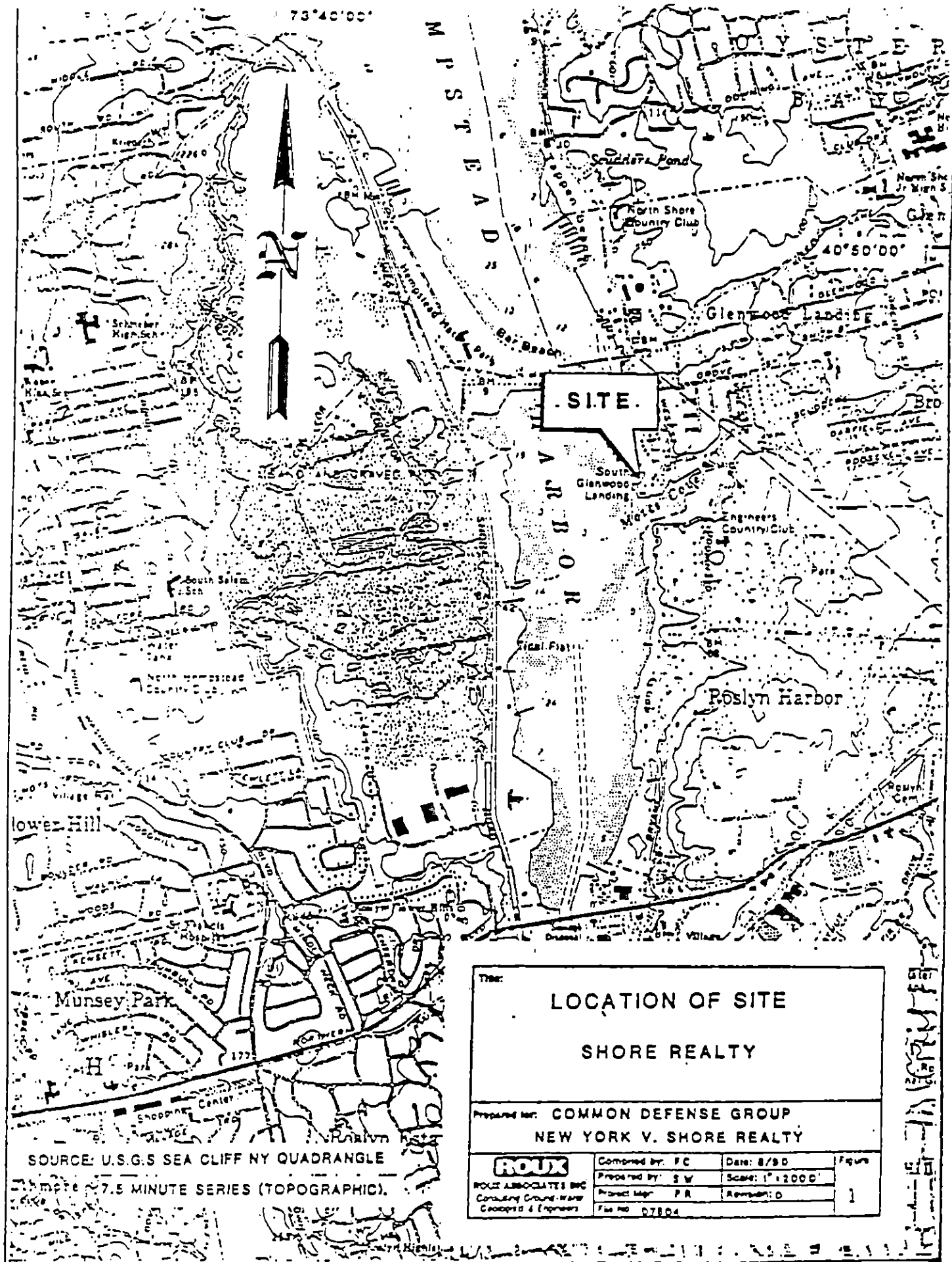
Alternatives II and V are approximately 50 and three times more costly, respectively, than Alternative VI and do not present beneficial qualities significantly greater than Alternative VI.

Alternative VI will provide a permanent solution by virtue of its ability to remove and destroy site contaminants rather than simply attempting to contain them. The primary technologies employed (in-situ vacuum extraction and biotreatment) are considered alternative treatment technologies. Therefore, the selected remedy utilizes permanent solutions and treatment technologies to the maximum extent practicable.

5. Preference for Treatment as Principal Elements

The principal threat is posed by contaminated soils, and the contaminants that leach from the soils to the groundwater. As discussed above, treatment rather than containment or disposal, is the principal element of the remedy for the principal threat. Furthermore, the proposed treatment program is an in-situ method which will minimize disturbance of the site and the surrounding community.

FIGURES



SOURCE: U.S.G.S SEA CLIFF NY QUADRANGLE

7.5 MINUTE SERIES (TOPOGRAPHIC).

Title:

LOCATION OF SITE

SHORE REALTY

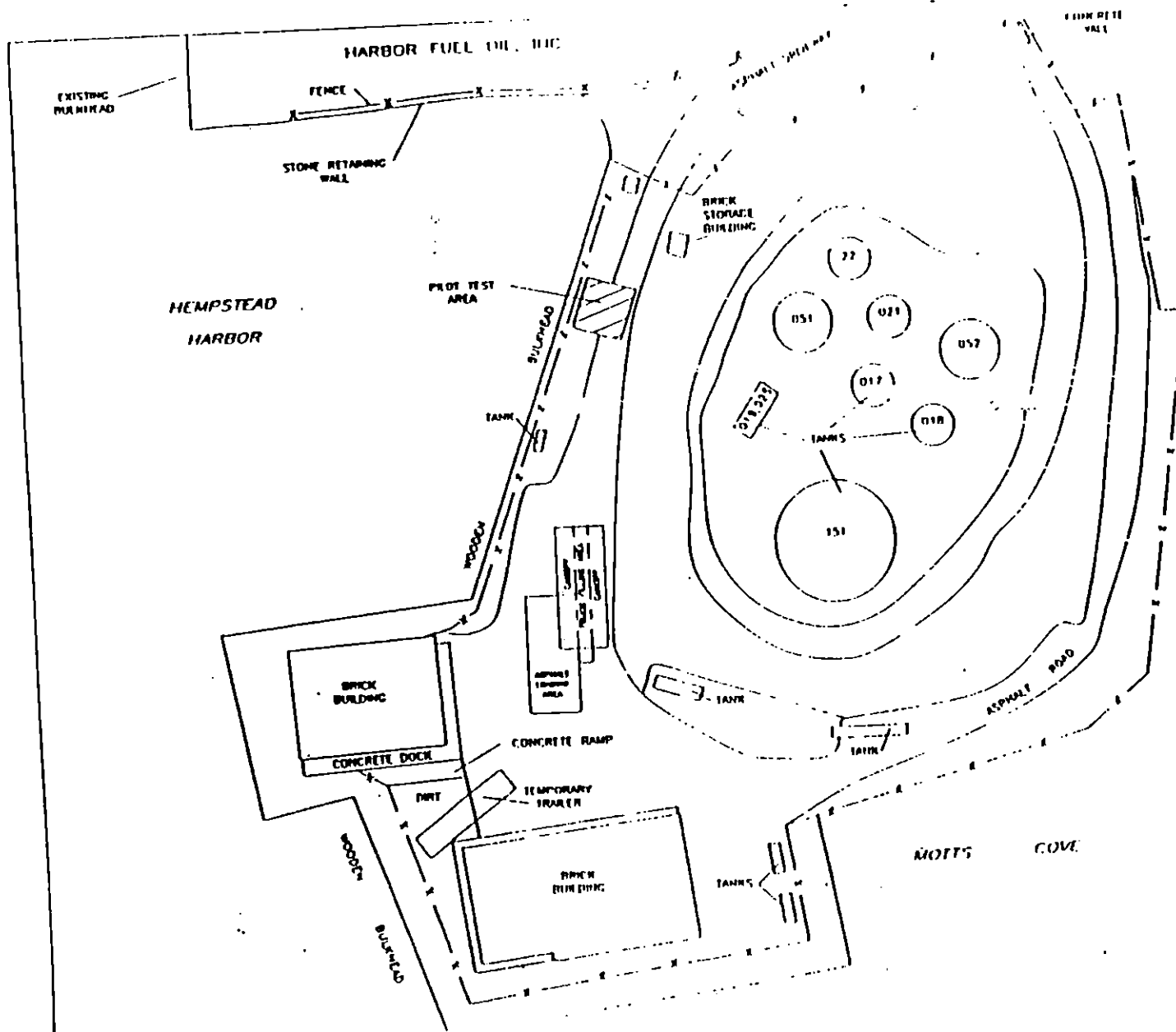
Prepared for: COMMON DEFENSE GROUP
NEW YORK V. SHORE REALTY

ROUX
ROUX ASSOCIATES INC.
Consulting Geotechnical Engineers

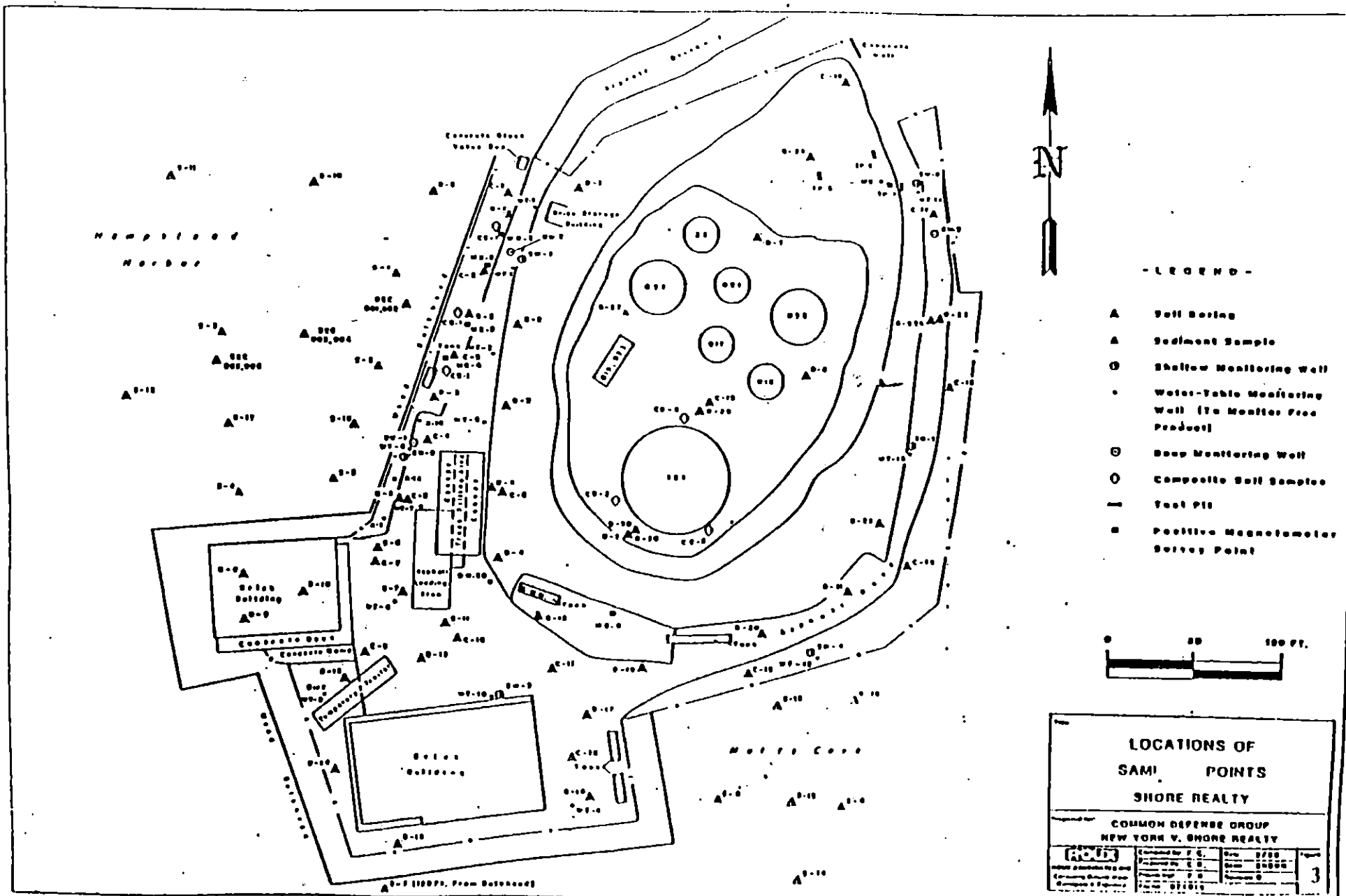
Compared by: P.C.	Date: 8/90	Figure
Prepared by: S.W.	Scale: 1" = 2000'	
Project name: P.R.	Revision: 0	
File no: 07804		

Figure

1



SITE PLAN			
SHORE REALTY			
COMMON DEFENSE GROUP			
NEW YORK V SHORE REALTY			
ROUT	Drawn by: CC	Date: 7/28	2
Scale: 1" = 100'	Project: 1000	Sheet: 1	



- LEGEND -

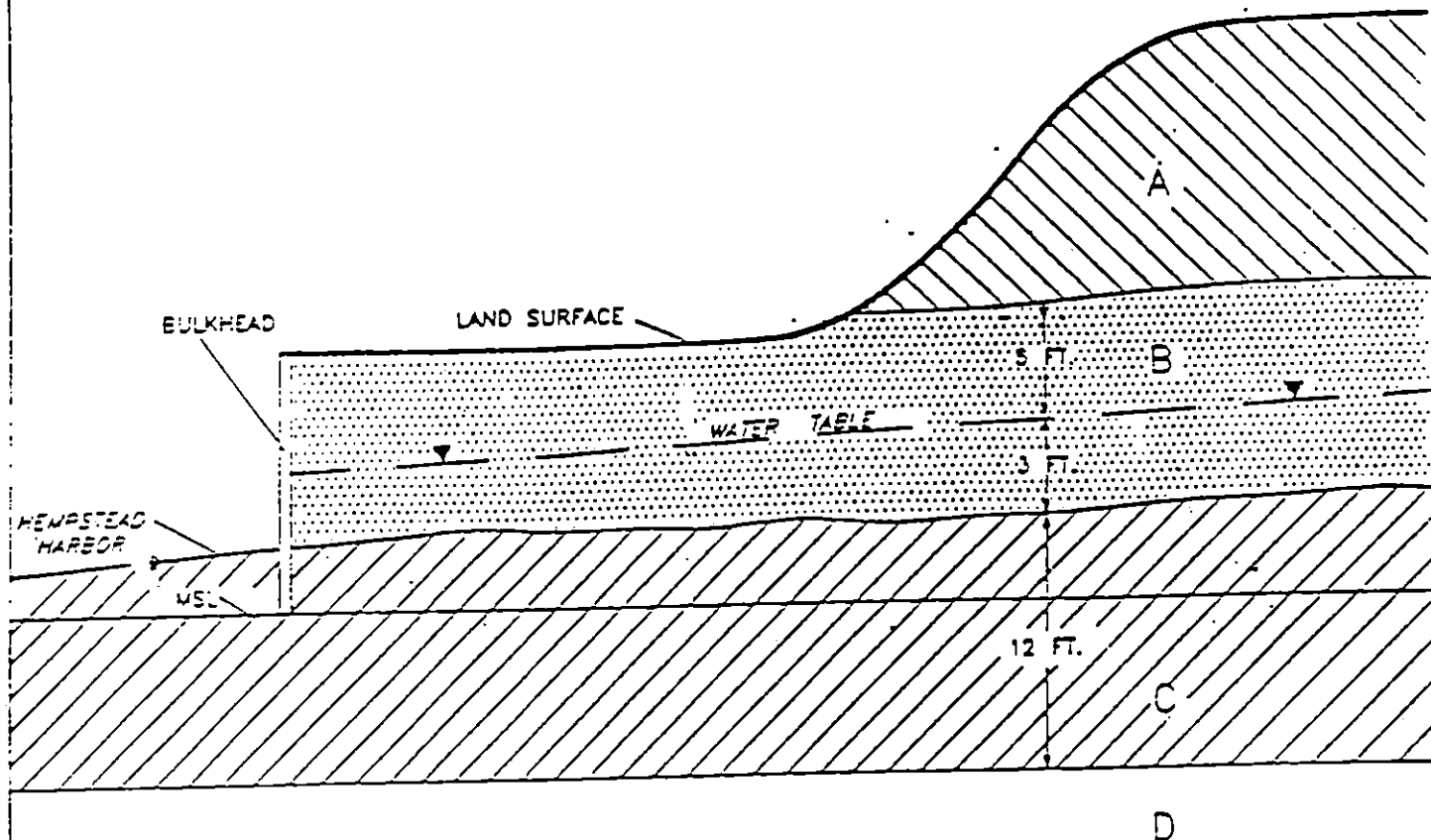
- A Soil Boring
- A Sediment Sample
- O Shallow Monitoring Well
- Water-Table Monitoring Well (To Monitor Free Product)
- O Deep Monitoring Well
- O Composite Soil Sample
- Test Pit
- Positive Magnetometer Survey Point



LOCATIONS OF
SAMI POINTS
SHORE REALTY

COMMON DEFENSE GROUP
NEW YORK V. SHORE REALTY

ROB Robert J. O'Brien President 100 West 42nd Street New York, N.Y. 10018	Date: 1/1/80 Drawn: 1/1/80 Checked: 1/1/80 Approved: 1/1/80	Page: 3



**SOIL HORIZONS USED TO MAP
THE EXTENT OF CONTAMINATION
AT THE SHORE REALTY SITE**

Prepared For: **COMMON DEFENSE GROUP
NEW YORK V. SHORE REALTY**

ROUX

ROUX ASSOCIATES INC
Geotechnical Engineering
Environmental Engineering

Compiled by: J.W.	Date: 1/91
Prepared by: C.L.	Scale: NONE
Project No.: P.R.	Revision: 0
File No.: 07401SHU	

FIGURE

4

TABLES

Table 1
Summary of Site Conditions
(all values are approximate)

Area of Site:	3.2 acres
Area to Remediate:	1.4 acres
Average Depth to Water:	8 feet
Soil Type:	sand
Surface Water:	borders Hempstead Harbor
Contaminated Media:	soil, groundwater, surface water, sediments, air

The following table lists representative contaminants found at the site and indicates the maximum concentration of that contaminant found in various media. The Remedial Investigation Report (See Exhibit A) contains a full description of the nature and extent of the contamination at the site.

Representative Contaminants
Maximum Concentration Detected by Media (ppb)

<u>Contaminant</u>	<u>Soil</u>	<u>Groundwater</u>	<u>Sediments</u>	<u>Air</u>
ethylbenzene	1,300,000	5,600	150	0.36
toluene	2,600,000	350,000	13	0.84
xylenes	8,400,000	43,000	1,400	-
benzene	5	270	-	1.00
tetrachloroethene	4	430	3	-
1,1,1-trichloroethene	7,600	11	-	-
naphthalene	12,000	40	60	-
benzo(b)fluoranthene	140	-	810	-
bis(2-ethylhexyl)phthalate	12,000	20	8,100	-
lead	83,000	639	140,000	-

Table 2 Estimated Baseline Incremental Lifetime Cancer Risks (ILCR) and Hazard Indices (HI) for Exposure to Chemicals Identified at the Shore Realty Site -- Residential Use

Chemical	Soil Concentration in ppm (mg/kg) (a,b)	Estimated Vapor Concentration (mg/m ³) (c)	Estimated Lifetime Average ^m Daily Intake (mg/day)			Estimated Lifetime Average Daily Intake - All Pathways (mg/kg/day) (g)	CPF (h)	RfD (i)	Estimated Potential ILCR (j)	Estimated HI (k)
			Inhalation	Dermal Absorption	Ingestion					
			(d)	(e)	(f)					
Ethylbenzene	1.3E+3	2.24E-02	5.65E-01	7.05E-02	1.10E-01	1.00E-02	noncarc.	1.00E-01	-	1.00E-01
Toluene	2.6E+3	1.35E-01	3.39E+00	1.41E-01	2.35E-01	5.30E-02	noncarc.	3.00E-01	-	1.79E-01
Xylene	8.4E+3	1.07E-01	2.71E+00	4.56E-01	7.60E-01	5.60E-02	noncarc.	2.00E+00	-	2.80E-02
Methylene chloride	2.0E+1	1.66E-02	4.19E-01	1.09E-03	1.81E-03	6.03E-03	1.50E-02	6.00E-02	9.05E-05	1.01E-01
TCA	7.6E+0	2.09E-05	5.27E-04	4.12E-04	6.87E-04	2.37E-05	noncarc.	9.00E-02	-	2.58E-04
Benzene	3.7E+0	8.40E-04	2.12E-02	2.01E-04	3.35E-04	3.10E-04	2.90E-02	carcinogen	6.89E-06	-
Bis(2-ethylhexyl)phthalate (f)	1.2E+1	6.72E-07	1.69E-05	6.51E-04	1.09E-03	2.50E-05	1.40E-02	2.00E-02	3.51E-07	1.25E-03
Naphthalene (f,m)	2.5E+1	1.40E-06	3.53E-05	1.36E-03	2.26E-03	5.22E-05	noncarc.	3.40E-02	-	1.53E-03
Benzo(a)pyrene equivalents (f,n)	7.8E-2	4.36E-09	1.10E-07	4.23E-06	7.04E-06	1.63E-07	1.15E+01	carcinogen	1.87E-06	-
Lead (f)	8.3E+1	4.65E-06	1.17E-04	4.50E-03	7.50E-03	1.73E-04	noncarc.	1.40E-03	-	1.24E-01

Notes:

- a Maximum level of compound detected in site-related soils (SC)
- b Because of possible analytical masking effects of high levels of ETX the mean analytical detection limit is used for benzene (see text for more detail)
- c Estimated ambient vapor (VC) for arbitrary soil chemical concentrations of 1E+4 mg/kg (see Tables 3-5 and 3-6) and factored for maximum levels detected. Note that a vapor component from the tidal flats is included where appropriate and that for bis(2-ethylhexyl)phthalate, naphthalene, B(a)P equivalents and lead the air concentrations are based on PM10 for fugitive dust.
- d Estimated average daily intake via inhalation = $(VC \cdot RV \cdot HD \cdot PF \cdot DE \cdot EF) / (BW \cdot LT)$
- e Estimated average daily intake via dermal absorption = $(SC \cdot SA \cdot CA \cdot A \cdot F \cdot AF \cdot DE \cdot EF) / (BW \cdot LT)$
- f Estimated average daily intake via ingestion = $(SC \cdot SA \cdot CA \cdot IF \cdot A \cdot F \cdot GF \cdot DE \cdot EF) / (BW \cdot LT)$
- g Sum of intake by three pathways of exposure divided by average body weight
- h Carcinogenic potency factors used are for inhalation and are derived from IRIS (USEPA, 1990a) and SPIREM (USEPA, 1986a)
- i Reference doses for chronic exposure (RfDs) were derived from IRIS (USEPA, 1990a) and SPIREM (1986a)
- j Incremental lifetime cancer risk = $CPF (mg/kg/day)^{-1} \cdot Lifetime\ average\ daily\ intake (mg/kg/day)$
- k Hazard Index = $Lifetime\ average\ daily\ intake (mg/kg/day) / RfD (mg/kg/day)$
- l Inhalation exposure is based on exposure to fugitive dust at levels equivalent to PM10 for New York (USEPA, 1990c)
- m Naphthalene and methyl naphthalene concentrations are combined; the RfD is estimated using New York State AGC for naphthalene (NYS, 1990) because there is no USEPA RfD
- n Benzo(a)pyrene equivalents represent the carcinogenic PAHs expressed in terms of the estimated potency of B(a)P (Table 3-3)

Assumptions Used for Estimating Daily Intake

Respiratory volume (m ³ /hr) (RV) =	1.4	Conversion factor (kg/mg) (f) =	1E-6	Pulmonary retention factor (PF) =	0.75
Body weight (kg) (BW) =	70	Hours exposed/day (hours/day) (HD) =	24	Skin absorption factor (AF) =	0.06
Height (cm) (H) =	165	Days exposed per year (days/year) (DE) =	365	Ingestion factor (IF) =	0.1
Body surface area (cm ²) (SA) =	18003	Total days per year (days/year) (DY) =	365	Gastrointestinal absorption factor (GF) =	1.0
Contact area (CA) =	0.1	Exposure Years (years) (EY) =	70	Particulate matter (mg/m ³) (pm10) =	56
Soil adherence (mg/cm ²) (A) =	0.5	Lifetime (years) (LT) =	70		

07401Yg 1.SI.M13 11.XLS

Table 3. INITIAL SCREENING OF TECHNOLOGIES AND PROCESS OPTIONS

Page 1 of

RESPONSE MEDIA	GENERAL RESPONSE ACTION	REMEDIAL TECHNOLOGY	PROCESS OPTIONS	DESCRIPTION	SCREENING
Soil	No Action	None	Not Applicable	No Action	Required for consideration by NCP
	Containment	Capping	Synthetic	Geotextile and low permeability geomembrane fabric overlain by topsoil in areas of soil contamination exceeding remediation goals.	Potentially applicable
			Asphalt	Spray application of layer of asphalt over areas of soil contamination exceeding remediation goals.	Potentially applicable
			Layered	Clay and Synthetic membrane covered by soil over areas of soil contamination exceeding remediation goals.	Potentially applicable
		Vertical Barriers	Sheet Piling	Steel interlocking piles driven by a pneumatic pile driver to act as a ground-water barrier.	Potentially applicable
			Slurry Wall	A trench excavated through or under a slurry of bentonite clay (to an impervious layer) to allow for water table depression.	Potentially applicable
	Removal	Excavation	Excavation	Removal of contaminated soil exceeding remediation goals.	Potentially applicable
	Treatment of Excavated Soil	Solidification/Stabilization	Cement Based	Contaminated soil would be mixed with cement to form a hardened, rock-like mass.	Not effective, organic constituents not immobilized (U.S. EPA, 1985; Chemwaste)
			Silicate Based (Pozzolanic)	Consists of reacting lime with fine grained siliceous materials and mixing with contaminated soil.	Not effective, volatile organic constituents not chemically immobilized (Chemfin)
			Thermoplastic	Involves sealing contaminated soil in an asphalt bitumen matrix.	Not effective, xylene and toluene diffuse rapidly through asphalt (U.S. EPA, 1985)
		Biological Treatment	Aerobic (Land Farming)	Degradation of organics using microorganisms in an aerobic environment.	Not applicable as there is insufficient level land and treatment zone is less than 3 feet above seasonal high water level.
			Anaerobic	Degradation of organics using microorganisms in an anaerobic environment.	Not applicable to specific organic contaminants at Site

Table 3 INITIAL SCREENING OF TECHNOLOGIES AND PROCESS OPTIONS

RESPONSE MEDIA	GENERAL RESPONSE ACTION	REMEDIAL TECHNOLOGY	PROCESS OPTIONS	DESCRIPTION	SCREENING
Soil (cont)		Thermal Treatment (Off-site)	Rotary Kiln	Combustion in horizontally rotating cylinder designed for uniform heat transfer.	Potentially applicable
			Circulating Fluidized Bed	Waste injected into hot agitated bed of sand where combustion occurs; waste may require some pretreatment.	Potentially applicable
			Multiple Hearth	Waste injected into a vertical cylinder containing a series of solid, flat hearths. Solid waste often requires pretreatment methods.	Potentially applicable
			Pyrolysis	Thermal conversion of organic material into solid, liquid and gaseous components in an oxygen deficient atmosphere.	Not applicable; wastes must contain pure organics
		Thermal Treatment (On-site)	Mobile Incineration	Use of mobile incinerator (Rotary Kiln or circulating fluidized bed) for on-site incineration.	Potentially applicable
			Thermal Desorption	Involves the volatilization of VOCs in soil without achieving soil combustion temperatures. VOCs are stripped without destroying the soil.	Potentially applicable
Disposal	On-site	On-site	RCRA Landfill	Involves the construction of an on-site RCRA landfill for disposal of contaminated soil. Future site use restricted	Not applicable, existing site structures and shallow water-table depth prohibit the construction of RCRA landfill
	Off-site	Off-site	Off-site Disposal	Disposal of contaminated soil at off site RCRA licensed disposal facility. Soil may require treatment prior to disposal due to landban restrictions.	Potentially applicable

Table 3 INITIAL SCREENING OF TECHNOLOGIES AND PROCESS OPTIONS

RESPONSE MEDIA	GENERAL RESPONSE ACTION	REMEDIAL TECHNOLOGY	PROCESS OPTIONS	DESCRIPTION	SCREENING	
Soil (cont)	In Situ Treatment	Physical Treatment	Soil Venting	Involves the removal of volatilized organic constituents by volatilization from contaminated soil via a series of extraction vents in the unsaturated soil	Potentially applicable	
		Biological	Biodegradation	Treatment of contaminated soil via microbial degradation of constituents. Water, an oxygen source, and nutrients infiltrated into the area of contaminated soil. Contaminants are biodegraded and ground water is pumped to surface for recirculation to soil or discharge.	Potentially applicable	
		Chemical Treatment	Oxidation	Transformation, degradation, and/or immobilization of organic constituents via the removal of electrons or addition of oxygen to the atoms. Potential for formation of more toxic or mobile compounds. Limited available data.	Not applicable	
			Reduction	Oxidation state of compounds reduced by the addition of electrons to the atom. Effectiveness of chemical reduction of organics in soil not well demonstrated (U.S. EPA, 1985a).	Not applicable	
			Hydrolysis	Involves the displacement of a functional group on an organic molecule with a hydroxyl group from water. Potential for formation of toxic byproducts. Not effective for constituents present at site (U.S. EPA, 1987a).	Not applicable	
Water	No Action	None	Not Applicable	No Action	Required for consideration by NCP	
	Containment	Capping	Synthetic	Geotextile and low permeability geomembrane fabric overlain by topsoil in areas of soil contamination exceeding remedial goals.	Potentially applicable	
			Asphalt	Spray application of layer of asphalt over areas of soil contamination exceeding remedial goals.	Potentially applicable	
			Layered	Clay and synthetic membrane covered by soil over areas of soil exceeding remediation goals.	Potentially applicable	
			Vertical barriers	Slurry walls	A trench excavated through or under a slurry of bentonite clay (to an impervious layer) to shut off ground water flow.	Not effective; would not prevent ground water movement into Hempstead Harbor
		Sheet piling		Wood, precast concrete or steel interlocking piles driven by a pneumatic pile driver to act as a ground-water barrier.	Not effective; would not prevent ground water movement into Hempstead Harbor	
		Extraction		Ground-Water Collection/Pumping Technology	Extraction Wells	Pumps out contaminated ground water.

Table 3 INITIAL SCREENING OF TECHNOLOGIES AND PROCESS OPTIONS

Page 4 of

RESPONSE MEDIA	GENERAL RESPONSE ACTION	REMEDIAL TECHNOLOGY	PROCESS OPTIONS	DESCRIPTION	SCREENING
Water (cont)	Treatment		Extraction/Injection Wells	Removes and recirculates a portion of removed ground water through the source area to promote contaminant removal.	Potentially applicable
			Acrobic	Degradation of organics using microorganisms in an aerobic environment.	Potentially applicable
			Oil-Water Separation	Uses mechanical separators to remove oil thus facilitating further treatment for dissolved contaminants.	Not effective
			Air Stripping	Removes volatile organic compounds by blowing a stream of air up through the downward cascading ground water in a packed vertical cylindrical tower.	Potentially applicable
		Chemical	Carbon Adsorption	Utilizes activated carbon granules in a series of packed bed vertical tanks to remove contaminants.	Potentially applicable
			Precipitation/Flocculation	Mixing of lime with flocculating against to precipitate metals.	Not effective; too specific
			Neutralization	Adjusts pH of treated water stream prior to discharge or treatment by other processes.	Potentially applicable
			Ion Exchange	Uses ion-exchange resins to remove halides, metals sulfates, nitrates and cyanides.	Not effective; presence of solids interferes with operation.
			Oxidation	Degradation of organic compounds through chemical reactions with oxidants.	Potentially applicable
			Chemical Reduction	Uses a reducing agent to form a less toxic compound.	Not effective; too specialized.
		In-Situ	Bioreclamation	Promotes microbial activity (addition of oxygen source and nutrients) to degrade organic constituents.	Potentially applicable
			Air Stripping (soil vapor extraction)	Promotes volatilization of organic constituents on the water table.	Potentially applicable
			Chemical treatment	Described in soil options	Not effective for contaminants at Site
	Disposal	Off-Site	Discharge to POTW	Effective, may require pretreatment prior to discharge.	Potentially applicable
			Discharge to Surface-Water Body	Requires pretreatment to prevent contravention of surface-water standards and guidance values.	Potentially applicable
	Disposal	On-Site	Reinfiltration	Uses injection wells or unfiltered trenches.	Potentially applicable

WATER

Safe Drinking Water Act (42 U.S.C. 300(f))

40 CFR 141.11-16	Maximum Contaminant Levels
40 CFR 141.50-52	Maximum Contaminant Level Goals
40 CFR 144-147	Underground Injection Control Regulations
40 CFR 122-125	National Pollutant Discharge Elimination System
40 CFR 403	Pretreatment Standards

Clean Water Act (33 U.S.C. 1251)

40 CFR 230	Guidelines for Specification of Disposal Sites for Dredged or Fill Materials
40 CFR 231	Restriction of Disposal Sites for Dredged Materials
40 CFR 131	Water Quality Criteria

Rivers and Harbors Act

Section 10	Dredge and Fill Requirements

"Quality Criteria for Water, 1986" - EPA 44/5-86-001, May 1, 1986, 51 FR 43665

Health Advisories, EPA Office of Water

"Developing Requirements for Direct and Indirect Discharge of CERCLA Wastewaters, 1987" - USEPA Office of Water Guidance Documents

AIR

Clean Air Act (42 U.S.C. 7401)

40 CFR 50	National Primary and Secondary Ambient Air Quality Standards
40 CFR 61	National Emissions Standards for Hazardous Air Pollutants
40 CFR 60	New Source Performance Standards

HAZARDOUS WASTE

Resource Conservation and Recovery Act

40 CFR 264	Identification and Listing of Hazardous Wastes
40 CFR 264.18	Location Standards and Prohibitions for TSD Facilities
40 CFR 264.90 - 109	Ground-water Protection and Monitoring
40 CFR 264.110-120	Closure and Post-closure
40 CFR 264.170-176	Containers
40 CFR 264.190-199	Tanks
40 CFR 264.270-299	Land Treatment
40 CFR 264.300-339	Landfills
40 CFR 264.340-999	Incinerators
40 CFR 268.1 - 50	Land Disposal Restrictions
40 CFR 264 Subpart S	Corrective Action at Hazardous Waste Management Facilities (Proposed)

USEPA RCRA Guidance Documents - Design Guidelines

Land Treatment Units

Landfill Design

USEPA Technical Resource Documents

Hazardous Waste Land Treatment

Review of In-Place Treatment Techniques for Contaminated Surface Soils, Vol 2,
USEPA-540/2-84-0036, November, 1984

Department of Transportation

49 CFR 107, 171, 172 Hazardous Materials Transport

Toxic Substances Control Act (15 U.S.C. 2601)

40 CFR 761.60-79 Storage and Disposal of PCBs

40 CFR 761.120 PCB Spill Clean-up Policy Rule

Table 4 Listing of Potential Federal ARARs & TBCs

MISCELLANEOUS

Coastal Zone Management Act of 1972 (16 U.S.C. 1451)

15 CFR 930, 923.45

Air and Water Pollution Control Requirements

Endangered Species Act of 1973 (16 U.S.C. 1531)

50 CFR 81, 225, 402

Fish and Wildlife Coordination Act (16 U.S.C. 661)

Marine Protection, Research and Sanctuaries Act (33 U.S.C. 1401)

Occupational Safety and Health Act (29 U.S.C. 651)

29 CFR 1910

Requirements for Workers Engaged in Response Activities

Integrated Risk Information System (IRIS). USEPA. 1990

Carcinogenic Potency Factors (CPF)

Reference Doses for Chronic Exposure (RfD)

Health Effects Assessments (HEAs), USEPA, 1985

Executive Orders 11988 (Floodplains) and 11990 (Wetlands)

USEPA's Policy on Floodplains and Wetlands Assessment: for CERCLA Actions,
August 6, 1985 (40 CFR 6, Appendix A)

Table 5 Listing of Potential New York State ARARs/SCGs and TBCs

Page 1 of 2

WATER	
6 NYCRR 701	Classifications and Standards of Quality and Purity, and Appendix 31
6 NYCRR 701.15	Derivation of Effluent Limitations; empowers State to enforce guidance values for surface water where no standards exist
6 NYCRR 702	Special Classifications and Standards
6 NYCRR 703	Ground-water Classifications, Quality Standards and Effluent Standards and/or Limitations
6 NYCRR 750-757	Implementation of NPDES Program in NYS
6 NYCRR 885	Classifies Hempstead Harbor Class SB Waters
10 NYCRR 5	Public Water Supply MCLs
10 NYCRR 170	Water Supply Sources
TOGS 1.1.1. (9/25/90)	Ambient Water Quality Standards and Guidance Values
TOGS 2.1.2 (4/1/88)	Underground Injection/Recirculation (UIR) at Ground-Water Remediation Sites
AIR	
6 NYCRR 257	Air Quality Standards
6 NYCRR 212	General Process Emission Sources
Air Clean-up Criterion, January 1990, Ambient Guideline Concentrations	
HAZARDOUS WASTE	
6 NYCRR 371	Identification and Listing of Hazardous Waste
6 NYCRR 372	Hazardous Waste Manifest System and Related Standards

Table 5 Listing of Potential New York State ARARs/SCGs and TBCs

Page 2 of 2

HAZARDOUS WASTE (Continued)	
6 NYCRR 373	Location and Design Standards for TSD Facilities
6 NYCRR 373-2	Final Status Standards for Owners and Operators of Hazardous Waste Treatment/Storage/Disposal Facilities
6 NYCRR 374	Standards for the Management of Specific Hazardous Wastes and Specific Types of Hazardous Waste Management Facilities
6 NYCRR 360	Sewage Sludge Destined for Land Application

MISCELLANEOUS

Department of State Coastal Management Program

State Coastal Policies

Division of Marine Resource

6 NYCRR 661 Chapter 10 Tidal Wetlands, Land Use Regulations

Division of Fish and Wildlife

6 NYCRR 182 Endangered Species of Fish and Wildlife

Sediment Criteria (NYS 1989)

Table 6 Sample Locations and Concentrations Detected in Ground Water
Above Ground-Water ARARs - ppb

Page 1 of 2

<u>CAS Number</u>	<u>Compound</u>	<u>10NYCRR5-1 MCL Unless Otherwise Noted</u>	<u>Concentrations Detected Above ARARs (ppb)-Jan 1993 Unless Otherwise Noted* (1)</u>
VOLATILE ORGANICS			
75-01-4	Vinyl Chloride	2	12 WT-10 (1987)
75-09-2	Methylene Chloride	5	110 WT-2 860 WT-3 970 WT-6
67-64-1	Acetone	50	170 WT-2 2,000 WT-3 590 WT-6
75-34-3	1,1-Dichloroethane	5	11 WT-7(1987) 6 WT-10(1987)
540-59-0	1,2-Dichloroethane (total)	10	25 WT-7(1987) 31 WT-10(1987) 77 WT-14
71-55-6	1,1,1-Trichloroethane	5	6 WT-7(1987) 7 WT-10(1987) 6 SW-6
79-01-6	Trichloroethene	5	29 WT-7(1987) 23 WT-10(1987) 12 WT-14 9 SW-1
71-43-2	Benzene	5	18 WT-2 36 WT-5 180 WT-6 6 WT-10(1987)
127-18-4	Tetrachloroethene	5	430 WT-10(1987) 7 WT-13 49 WT-14 22 SW-1
108-88-3	Toluene	5	19,000 WT-2 50,000 WT-3 330 WT-5 270,000 WT-6 350 WT-10(1987)
100-41-4	Ethylbenzene	5	5,400 WT-2 2,700 WT-3 160 WT-5 4,200 WT-6
1330-20-7	Xylenes (total)	15	28,000 WT-2 18,000 WT-3 5,800 WT-5 25,000 WT-6 830 WT-7(1987) 450 WT-10(1987)

Table 6 Sample Locations and Concentrations Detected in Ground Water
Above Ground-Water ARARs - ppb

Page 2 of 2

<u>CAS Number</u>	<u>Compound</u>	<u>10NYCRRS-1 MCL Unless Otherwise Noted</u>	<u>Concentrations Detected Above ARARs (ppb)-Jan 1990 Unless Otherwise Noted (a)</u>
SEMI-VOLATILE ORGANICS			
105-67-9	2,4-Dimethylphenol	50	390 WT-2 230 WT-3 120 WT-5
65-85-0	Benzoic Acid	50	120 WT-3
84-74-2	Di-n-butylphthalate	50	110 WT-2 72 WT-3 70 WT-5 73 WT-12 73 SW-1
INORGANICS			
7440-38-2	Arsenic	25 ⁽¹⁾	27 WT-3 29 WT-5
7440-43-9	Cadmium	10	55 WT-2 68 WT-12 13 SW-13
7440-47-3	Chromium	50	57 WT-2
7439-89-6	Iron	300*	70,900 WT-2 76,200 WT-3 50,300 WT-5 39,100 WT-6 1,840 WT-12 458 WT-13 414 DW-1 520 SW-1 347 SW-4 644 SW-6
7439-92-1	Lead	25 ⁽¹⁾	631 WT-2 187 WT-5 639 WT-12 278 SW-3
7439-96-5	Manganese	300*	1,690 WT-2 2,690 WT-3 753 WT-5 1,770 WT-6 41 WT-12 56 WT-13
7440-66-6	Zinc	300 ⁽²⁾	612 WT-2 418 WT-5 581 WT-12 485 SW-3

(a) Latest sampling results - 1987 data presented for wells not resampled in 1990.

(1) 6NYCRR 703 Standard

(2) 10NYCRR 170 Standard

* Total of iron and manganese = 500 ppb

Table 7 Individual Evaluation of Final Alternatives

Criteria	Alternative 1 No Action/Monitoring	Alternative 2 Sheet Piling Wall/ Dewater/Water Treatment/Excavation/ Off Site Incineration	Alternative 3 Excavation/Thermal Desorption/Monitoring	Alternative 4 In Situ Soil Venting/Monitoring	Alternative 5 Sheet Piling Wall/ Dewatering/Water Treatment/In-Situ Soil Venting/Monitoring	Alternative 6 In-Situ Soil Venting/ Extraction of Ground Water/Air Stripping/In- Situ Biodegradation/ Monitoring
<u>Overall Protectiveness</u>						
Human Health Protection- Direct Contact/Soil Ingestion	No significant reduction in risk. Fencing deters unauthorized Site access	Reduces direct contact/ soil ingestion risk	Reduces direct contact/ soil ingestion risk	Reduces direct contact/soil ingestion risk	Reduces direct contact/ soil ingestion risk	Reduces direct contact/ soil ingestion risk
Environmental Protection	Allows continued leaching into water table. Biodegradation & volatilization would result in reduction over time	Prevents contaminants migrating into Hempstead Harbor. Installation of sheet piling may have damaging effect on marine organisms	Contamination is curtailed from the treated soil. Below the excavation level leaching may continue which will require monitoring.	Inhibits contaminants from migrating to Hempstead Harbor with ground water	Prevents contaminants migrating into Hempstead Harbor. Installation of sheet piling and dewatering may have damaging effect on marine organisms	Prevents contamina- tion from reaching Hempstead Harbor.
<u>Compliance with ARARs/CCGs</u>						
<u>Chemical-Specific</u>						
Risk Assessment VOC Soil Cleanup Goals (Table 4-1)	Will not meet goals	Will meet goals	Will meet goals	Will meet goals	Will meet goals	Will meet goals
10 NYCRR 5.1 MCL Standards Used as Ground-water Goals (Table 4-4)	Will not meet goals	Will meet goals	Will not meet goals (except over long period)	Will not meet goals (except over long period)	May not meet goals quickly	May not meet goals quickly
Surface-Water Standards/TDOs (Table 4- 6)	Will not meet goals	Will meet goals	Will not meet goals	Will meet goals	Will meet goals	Will meet goals
Div. of Air Resources AOC Guidelines used as Air Emissions Goals over road flats and from soils (Table 4-8)	Will not meet goals	Will meet goals	Will meet goals	Will meet goals	Will meet goals	Will meet goals

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Table 7 Individual Evaluation of Final Alternatives

Criteria	Alternative 1 No Action/Monitoring	Alternative 2 Sheet Piling Wall/ Dewatering/Water Treatment/Excavation/ Off Site Incineration	Alternative 3 Excavation/Thermal Description/Monitoring	Alternative 4 In Situ Soil Venting/Monitoring	Alternative 5 Sheet Piling Wall/ Dewatering/Water Treatment/In-Situ Soil Venting/Monitoring	Alternative 6 In-Situ Soil Venting/ Extraction of Ground- Water/Air Stripping/In Situ Biodegradation/ Monitoring
Sediment TBCs Standards/LCBs (Table 4. 7)	Will not meet goals	Will meet goals	Will meet goals	Will meet goals	Will meet goals	Will meet goals
Excavation Specific						
State Coastal Policies	Will not comply	Will comply	Will comply	Will meet goals	Will comply	Will comply
Action-Specific						
Standards for Hazardous Waste Facility (Design)						
6NYCRR373	Does not apply	Does not apply	Does not apply	Does not apply	Does not apply	
6NYCRR257	Does not apply	Does not apply	Will meet standards	Will meet standards	Will meet standards	Will meet standards
6NYCRR212	Does not apply	Does not apply	Will meet standards	Will meet standards	Will meet standards	Will meet standards
6NYCRR371	Does not apply	Will meet standards	Does not apply	Does not apply	Does not apply	Will meet standards
6NYCRR372	Does not apply	Will meet standards	Does not apply	Does not apply	Does not apply	Does not apply
DOT 49CFR 107, 171	Does not apply	Will meet standards	Does not apply	Does not apply	Does not apply	Does not apply
OSHA 29 CFR 1910	Does not apply	Will meet standards	Will meet standards	Will meet standards	Will meet standards	Will meet standards
NYS TOG 2.12 (4/1/88)	Does not apply	Does not apply	Does not apply	Does not apply	Does not apply	Will meet goals
Long-Term Effectiveness & Permanence						
Magnitude of residual risk - Direct Contact/ Soil Ingestion	Fencing deters unauthorized site access potential for direct contact with soils	Risk is eliminated	Risk is eliminated	Risk is eliminated	Risk is eliminated	Risk eliminated
Adequacy & Reliability of Controls	None	Reliability is high because all contaminants are removed	Reliability moderate, partial remediation	Reliability is moderate, well proven technology, partial remediation	Reliability moderate due to difficult maintenance of dewatering	Reliability is high due to multiple proven treatment technologies

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Table 7 Individual Evaluation of Final Alternatives

Criteria	Alternative 1 No Action/Monitoring	Alternative 2 Sheet Piling Wall/ Dewatering/Water Treatment/Excavation/ Off Site Incineration	Alternative 3 Excavation/Thermal Description/Monitoring	Alternative 4 In Situ Soil Venting/Monitoring	Alternative 5 Sheet Piling Wall/ Dewatering/Water Treatment/In Situ Soil Venting/Monitoring	Alternative 6 In Situ Soil Venting/ Extraction of Ground Water/Air Stripping/In- Situ Biodegradation/ Monitoring
Need for five year Review	Review would be required to ensure adequate protection of human health & the environment is maintained.	None required (at least five years to complete)	Ground water monitoring results must be reviewed	Ground water monitoring results must be reviewed	Ground water monitoring results must be reviewed	Ground water monitoring results must be reviewed
<u>Reduction of Toxicity, Mobility or Volume Through Treatment</u>						
Treatment Process Used	None	Air stripping/ Incineration	Thermal desorption	In situ soil venting	Air stripping/in-situ soil venting	In-situ soil venting, air stripping, in situ biodegradation;
Amount Destroyed or Treated	None	99.9% of organics	99.9% volatiles in treated soils removed and destroyed	95% destruction	Removes and destroys 99% of volatile organic compounds	95% destruction
Reduction of Toxicity, Mobility or Volume	None	Permanent destruction	Permanent destruction	Permanent destruction	Permanent destruction	Permanent destruction
Irreversible Treatment	None	Treatment is irreversible	Treatment is irreversible	Treatment is irreversible	Treatment is irreversible	Treatment is irreversible
Type & Quality of Residuals Remaining After Treatment	--	No detectable residuals	Residuals in soils below the water table and ground water	Residuals in soils below the water table and ground water	Possible low levels of residuals	Possible low levels of residuals
Statutory Preference for On-site Treatment	Does not satisfy	Does not satisfy	Satisfies	Satisfies	Satisfies	Satisfies

SR07101Y.5.1

Table 7 Individual Evaluation of Final Alternatives

Criteria	Alternative 1 No Action/Monitoring	Alternative 2 Sheet Piling Wall/ Dewater/Water Treatment/Excavation/ Off-Site Incineration	Alternative 3 Excavation/Thermal Description/Monitoring	Alternative 4 In Situ Soil Venting/Monitoring	Alternative 5 Sheet Piling Wall/ Dewatering/Water Treatment/In-Situ Soil Venting/Monitoring	Alternative 6 In-Situ Soil Venting/ Extraction of Ground Water/Air Stripping/In Situ Biodegradation/ Monitoring
Short term Effectiveness						
Community Protection	No additional risk	Excavation would release dust and organic vapors to surrounding population; increase in heavy truck traffic and noise	Excavation and thermal description unit will release dust and organic vapors to surrounding population.	Minimum impact on community	Minimum impact on community	Minimum impact on community
Worker Protection	No significant risk	Compliance with health and safety plan required.	Compliance with health & safety plan required.	Compliance with a health and safety plan.	Compliance with health & safety plan required.	Compliance with health & safety plan required
Environmental Impacts	Continued impact from existing conditions for an undetermined number of years	Airborne particulates may affect surface-water quality, sheet piling walls and dewatering may affect marine organisms, salt water in aquifer	Airborne particulates may affect surface-water quality.	None	Sheet piling and dewatering may cause damage to local ecosystem	None
Time Until Action Is Complete	Not applicable	6 years	1.5 years	1.5 years	2 years	3 years
Implementability						
Ability to Construct & Operate	No construction or operation	No room to stockpile excavated soil; therefore, excavation/truck loading will be simultaneous; sheet piling difficult due to absence of subsurface layer; no room for water treatment facility	Thermal description fairly easy to operate. Excavation may be difficult near water table	Readily available	Difficult to maintain dewatering process; sheet piling difficult due to absence of subsurface layer	Readily available
Ease of Doing More Action if Needed	If monitoring indicates more action is needed, FS/ROD may need to be repeated.	Can be expanded, but dewatering process will be difficult to maintain	Can handle varying volume & concentration. Depth limited by water table.	System cannot be expanded below water table.	System cannot be expanded.	System can be expanded.

SR07401Y.3.1

Table 7 Individual Evaluation of Final Alternatives

Criteria	Alternative 1 No Action/Monitoring	Alternative 2 Sheet Piling Wall/ Dewatering/Water Treatment/Excavation/ Off-Site Incineration	Alternative 3 Excavation/Thermal Desorption/Monitoring	Alternative 4 In-Situ Soil Venting/Monitoring	Alternative 5 Sheet Piling Wall/ Dewatering/Water Treatment/In-Situ Soil Venting/Monitoring	Alternative 6 In-Situ Soil Venting/ Extraction of Ground Water/Air Stripping/In Situ Biodegradation/ Monitoring
Ability to Monitor Effectiveness	Not applicable	Difficult to monitor effectiveness until complete.	Ground-water monitoring will define effectiveness.	Ground-water monitoring will define effectiveness.	Difficult to monitor effectiveness until complete.	Ground-water monitoring will define effectiveness.
Ability to Obtain Approvals and Coordinate with Other Agencies	No approval necessary	Uncertain	Difficult to obtain	Readily available	Uncertain	Readily available
Availability of Services & Capabilities	No services or capacities required	Difficult to locate water-treatment system to handle the amount of water pumped; need more than one landfill for soil removed.	Need trained operators	Readily available	Difficult to locate water treatment system to handle required volume	Readily available
Availability of Equipment, Specialist and Materials	None required	No special equipment Difficulty in removing 2,300 mgd for dewatering. Restricted by limited off-site incinerator capacity.	Needs mobile thermal desorption unit and trained operators.	No specialist required Equipment and materials are readily available.	May be difficult to locate water treatment system for large volume of water.	No specialist required
Availability of Technologies	None required	Readily available	Well developed. May require pilot testing.	Readily available	Readily available	Readily available
Cost						
Capital Cost	-	\$238,880,000	\$10,045,000	\$1,420,000	\$ 9,000,000	\$2,390,000
O & M Cost	\$80,000. (30 years)	\$ 1,090,000	\$80,000	\$ 550,000	\$ 1,790,000	\$ 970,000
Present Worth Cost	\$35,000.	\$187,351,000	\$10,044,000	\$2,312,000	\$12,166,000	\$4,507,000

SR074011.3.1

EXHIBITS

EXHIBIT A
ADMINISTRATIVE RECORD
SHORE REALTY SITE (#130006)
AKA APPLIED ENVIRONMENTAL SERVICES SITE

A. Reports and Work Plans

1. "Feasibility Study: Shore Realty Site; Glenwood Landing, New York," prepared by Roux Associates, Inc., April 17, 1991.
2. "Remedial Investigation: Shore Realty Site; Glenwood Landing, New York," prepared by Roux Associates, Inc., April 16, 1991.
3. "Feasibility Study: Shore Realty Site; Glenwood Landing, New York," prepared by Roux Associates, Inc., February 14, 1991.
4. "Remedial Investigation: Shore Realty Site; Glenwood Landing, New York," prepared by Roux Associates, Inc., February 1, 1991.
5. "Feasibility Study: Shore Realty Site; Glenwood Landing, New York," prepared by Roux Associates, Inc., September 1990.
6. "Remedial Investigation: Shore Realty Site; Glenwood Landing, New York," prepared by Roux Associates, Inc., August 1990.
7. "Supplemental Remedial Investigation: Shore Realty Site; Glenwood Landing, New York," prepared by Roux Associates, Inc., April 1990.
8. "Work Plan: Additional Investigations; Remedial Investigation/Feasibility Study; Shore Realty Site; Glenwood Landing, New York," prepared by Roux Associates, Inc., October 2, 1989.
9. "Remedial Investigation: Shore Realty Site; Glenwood Landing, New York," prepared by Roux Associates, Inc., August 1988.
10. "Remedial Investigation: Shore Realty Site; Glenwood Landing, New York," prepared by Roux Associates, Inc., February 1988.
11. "Work Plan: Remedial Investigation and Feasibility Study; Shore Realty Site; Glenwood Landing, New York," prepared by Roux Associates, Inc., May 1987 (as Appendix B to Stipulation and Order in item A.12 below).
12. "Stipulation and Order, United States District Court, Eastern District of New York; The State of New York, Plaintiff, against, Shore Realty Corp., et al, Defendants," 84 Civ. 0864, signed September 16, 1987.

B. Government Comments on RI/FS Reports

1. Re: February 1991 RI/FS Reports; letter from G. Johnson (NYSDOL) to P. Paden (for PRPs), dated March 5, 1991.
2. Re: August/September 1990 RI/FS Reports; letter from G. Johnson (NYSDOL) to P. Paden (for PRPs), dated November 1, 1991.

3. Re: August/September 1990 RI/FS Reports; letter from J. Hangartner (USEPA) to A. English (NYSDEC), dated October 16, 1990.
4. Re: August 1988 RI Report and April 1990 Supplemental RI Report; letter from C. Petersen (USEPA) to A. English (NYSDEC), dated June 28, 1990.
5. Re: August 1988 RI Report and April 1990 Supplemental RI Report; letter from G. Johnson (NYSDOL) to P. Paden (for PRPs), dated June 21, 1990.
6. Re: Analytical Data; letter from T. Larson (NYSDEC) to P. Roux (Roux Associates), dated December 23, 1988.
7. Re: Analytical Data; letter from T. Larson (NYSDEC) to P. Roux (Roux Associates), dated October 4, 1988.
8. Re: February 1988 RI Report; letter from G. Johnson (NYSDOL) to P. Paden (for PRPs), dated May 2, 1988.

C. Environmental Reports and Guidance

1. "Sediment Criteria - December 1989: Used as guidance by the Bureau of Environmental Protection, Division of Fish and Wildlife, New York State Department of Environmental Conservation."
2. Claims of Natural Resource Damages - Letter to U.S. District Court Judge J.B. Weinstein from Assistant Attorneys General G.J. Johnson and S. Miller, New York State Department of Law, dated September 6, 1990.
3. "Assessment of the Impact of Leachate Upon Estuarine Biota: Applied Environmental Services Facility, Glenwood Landing, Hempstead Harbor," prepared by the Nassau County Department of Health, dated August 1987.
4. Department of Commerce Comments - received May 23, 1988.

D. Documentation of NYS Financed Removal Action:

1. Declaration of Imminent Danger - Letter from J.J. Dowling, Commissioner of the Nassau County Department of Health to NYSDEC Commissioner H.G. Williams, dated May 29, 1985.
2. "Findings of Fact and Determination: In the Matter of an Inactive Hazardous Waste Disposal Site Remediation Program for One Shore Road, Glenwood Landing, New York," signed by NYSDEC Commissioner H.G. Williams, dated May 31, 1985.
3. Memorandum from N.H. Nosenchuck, Director, Division of Solid and Hazardous Waste to NYSDEC Commissioner H.G. Williams, dated June 4, 1987.
4. Final Contractor's Application for Payment; from removal action contractor, Waste Conversion, Inc., endorsed April 11, 1988.
5. From G. Johnson to D. Peirez (for Shore Realty), dated September 18,

1986.

E. Correspondence Regarding ARARs

1. From G. Johnson (NYSDOL) to P. Paden (for PRPs), dated July 12, 1990.
2. From B. Mullen (USEPA) to G. Johnson (NYSDOL), dated July 11, 1990.
3. From S. McCormick (NYSDEC) to J. Worrall (Roux Associates), dated May 18, 1990.
4. From G. Johnson (NYSDOL) to P. Paden (for PRPs), dated July 28, 1988.
5. From G. Johnson (NYSDOL) to P. Paden (for PRPs), dated July 13, 1988.

F. Correspondence Regarding Changes to the RI

1. Re: Soil Vapor Survey; letter from A. English (NYSDEC) to P. Roux (Roux Associates), dated June 22, 1990.
2. Re: Pilot Verting Study; letter from A. English (NYSDEC) to P. Roux (Roux Associates), dated April 23, 1990.
3. Re: Drilling Technique; letter from A. English (NYSDEC) to P. Roux (Roux Associates), dated November 29, 1989.
4. Re: Air Analyses; letter from A. English (NYSDEC) to P. Roux (Roux Associates), dated November 6, 1989.
5. Re: Agreement to Perform Supplemental RI; letter from P. Paden (for PRPs) to G. Johnson (NYSDOL), dated October 10, 1989.

G. Waste Analysis Reports

1. ERCO - March 1984.
2. SCA Services/Chemical Waste Mgmt. Co., ENRAC Div. - August 6, 1985.
3. Compuchem - August 8, 1985.
4. Waste Conversion - October 1985
5. ENSECO - March 24, 1986.

H. Public Participation Documents

1. Record of Decision: Applied Environmental Services Site; also known as the Shore Realty Site (#130006); June 1991.
2. Proposed Remedial Action Plan: Shore Realty Site; AKA Applied Environmental Services Site; April 1991.

3. Responsiveness Summary - Exhibit D of Record of Decision
4. Transcript of Public Meeting; North Shore High School, May 15, 1991.
5. Public Notice, Press Release, Invitation/Fact Sheet, and Agenda; for public meeting - North Shore High School, May 15, 1991.
6. Public Notice, Press Release, Invitation/Fact Sheet, and Agenda; public information information meeting - North Shore High School, September 18, 1990
7. Transcript of Public Meeting; North Shore High School, August 12, 1987.
8. Public Notice; Public Meeting, North Shore High School August 12, 1987.
9. Public Notice and Fact Sheet regarding February 1988 RI Report.
10. "Public Participation Work Plan for Shore Realty Site at Glenwood Landing," prepared by the New York State Department of Environmental Conservation.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
DIVISION OF HAZARDOUS WASTE REMEDIATION
INACTIVE HAZARDOUS WASTE DISPOSAL REPORT

CLASSIFICATION CODE: 2

REGION: 1

SITE CODE: 130006
EPA ID: NYD980535652

NAME OF SITE : Shore Realty Company (AES)

STREET ADDRESS: One Shore Road

TOWN/CITY:

Glenwood Landing

COUNTY:

Nassau

ZIP:

11547

SITE TYPE: Open Dump- Structure-X Lagoon- Landfill- Treatment Pond-
ESTIMATED SIZE: 3 Acres

SITE OWNER/OPERATOR INFORMATION:

CURRENT OWNER NAME....: Shore Realty Inc.

CURRENT OWNER ADDRESS.: 1 Shore Rd., Glenwood Landing, NY

OWNER(S) DURING USE....: Mattiace

OPERATOR DURING USE....: Mattiace/ & Applied Env'l Service

OPERATOR ADDRESS.....: Garvies Point Road, Glen Cove/ Glenwd Land

PERIOD ASSOCIATED WITH HAZARDOUS WASTE: From 1978 To 1984

SITE DESCRIPTION:

Shore Realty Company is owned by the Joseph Saleh and Ammon Bartur and operated by the Applied Environmental Services (AES). Prior to their occupancy, this site was leased and operated by Mattiace Petrochemicals. During the operation by Mattiace, several spills of petrochemicals and organics occurred: including a overturned trailer containing a toluene like substance in October 1978. This substance was found seeping into Hempstead Harbor from the site. An opening was made level to depth of the groundwater and was dug parallel to the sea wall. A recovery pump, which removes floating products from the groundwater, was installed and approximately 500 gallons of hydrocarbons are eliminated each month. A series of monitoring wells approx. 15 ft deep was installed in the upgradient side of the opening.

In September 1980, an analysis of soil and groundwater samples indicated both to be contaminated with volatile halogenated hydrocarbons and volatile nonhalogenated hydrocarbons. As of April 1990, the trench recovery system was still in operation and contaminated soil has been removed from the site. However, contamination of the upper glacial aquifer and potential contamination of deeper confined aquifer is possible. Also there is potential for contamination of surface waters of Hempstead Harbor. Equally important is the fact that there are over 70,000 people who are served by groundwater taken from wells within 3 miles of the site, all which are potentially threatened by the confirmed contamination of the upper aquifer. Soil samples detected toluene(1953 ppb; xylene(9910 ppb). Water samples detected benzene; toluene; xylene.

HAZARDOUS WASTE DISPOSED: Confirmed-X
TYPE

Suspected-
QUANTITY (units)

Toluene

Xylene

Ethyl Benzene

3000 gallons

ANALYTICAL DATA AVAILABLE:

Air-X Surface Water-X Groundwater-X Soil-X Sediment-X

CONTRAVENTION OF STANDARDS:

Groundwater-X Drinking Water-X Surface Water- Air-

LEGAL ACTION:

TYPE...: Fed. Dist. Court State- X Federal-
 STATUS: Negotiation in Progress- Order Signed- X

REMEDIAL ACTION:

Proposed- Under design- In Progress-X Completed-
 NATURE OF ACTION: RI-FS

GEOTECHNICAL INFORMATION:

SOIL TYPE: 130008F:11
 GROUNDWATER DEPTH: 10 feet

ASSESSMENT OF ENVIRONMENTAL PROBLEMS:

Groundwater, soil and sediment contamination - possible impact on surface water.

ASSESSMENT OF HEALTH PROBLEMS:

Based on the available information there are potential exposures to hazardous substances for residents adjacent to the site and for recreational users of Hempstead Harbor. Soil vapor monitoring on-site indicates vadose zone contamination throughout the site. Therefore the potential for soil vapor migration needs to be evaluated. Access to the site is restricted. However, contamination of Hempstead Harbor by active contaminant seeps from the bulkhead is occurring and exposure to contaminants by recreational users of the boat launching ramp adjacent to the bulkhead may occur. The RI/FS lacked sufficient data for assessing the potential exposures associated with this site. A supplemental investigation which called for the installation of another deep well in the northwest corner of the site and soil vapor testing to determine if soil vapor is migrating off-site was developed to address deficiencies in the investigation data.

EXHIBIT C
PROJECT MILESTONES
SHORE REALTY SITE (#130006)
AKA APPLIED ENVIRONMENTAL SERVICES SITE
(some dates approximate)

1939-1977	Site used for bulk storage of petroleum products.
1977-1980	Site leased to Mattiace Petrochemical Co. to store petrochemical products.
1978	Toluene spill.
1980-1983	Site leased to Applied Environmental Service: (AES) and Hazardous Waste Disposal (HWD). Operated as hazardous waste storage and treatment facility.
10/83	Site purchased by Shore Realty Corp.
1/84	AES evicted from site
3/2/84	At request of NYS Attorney General, U.S. District Court orders Shore Realty to clean up site.
6/84-9/84	Shore Realty removes 255 of 410 drums containing hazardous wastes from the site then refuses to complete cleanup of remaining drums and tanks.
5/31/85	NYSDEC initiates procedures to complete cleanup at state expense.
9/13/85	After being held in contempt of court and fined, Shore Realty completes removal of drums of chemicals from site.
11/85-9/86	NYSDEC contractor performs surficial cleanup of site removing approximately 700,000 gallons of hazardous wastes at a cost of \$3.1 million.
6/86	Site placed on federal National Priorities List.
8/12/87	Public Meeting - North Shore High School.
9/16/87	Court orders defendants to perform Remedial Investigation and Feasibility Study (RI/FS).
2/88	First draft of RI Report submitted to State.
3/88	Public notice of availability of RI Report.
5/88	State rejects RI Report.
8/88	Revised RI Report submitted.
10/88	Revised RI Report rejected.

10/88-1/89 Meetings and correspondence to develop work plan for additional site investigation work to complete RI. Work plan approved 10/10/89.

11/9/89 Field work for Supplemental RI begins.

4/90 Supplemental RI Report submitted.

6/90 Supplemental RI Report rejected.

8/90 RI Report resubmitted.

9/90 First draft of FS submitted.

9/18/90 Public Meeting - North Shore High School

11/1/90 RI/FS Reports rejected.

2/91 RI/FS Reports resubmitted.

3/5/91 RI/FS Reports rejected

4/1/91 RI/FS Reports resubmitted.

4/17/91 Public notice of availability of RI/FS Reports and public meeting to discuss proposed remedy.

5/15/91 Public meeting - North Shore High School.

EXHIBIT D
RESPONSIVENESS SUMMARY
PROPOSED REMEDIAL ACTION PLAN
SHORE REALTY SITE - ID NO. 130006
AKA APPLIED ENVIRONMENTAL SERVICES SITE

The issues addressed below were raised during a public meeting held on May 15, 1991 at the North Shore High School in Glen Head, New York. The purpose of the meeting was to present the Proposed Remedial Action Plan (PRAP) for the site and receive comments on the PRAP for consideration during the final selection of a remedy. The transcript from the meeting is included in the administrative record for the site which is open for public review. The public comment period on the PRAP extended from April 22, 1991 to May 24, 1991. The issues raised have been grouped into the following five categories.

I. Issues Regarding the Proposed Remedy

Issue #1: How is the feasibility of a proposed remedy defined and who makes the determination?

Response: Proposed remedies are evaluated against nine criteria given in the National Oil and Hazardous Substances Pollution Contingency Plan ("NCP") to determine if they are feasible. The first two criteria, "protection of human health and the environment" and "compliance with applicable or relevant and appropriate New York State and federal requirements," are threshold criteria that must be satisfied for an alternative to be eligible for selection. The next five "primary balancing criteria" are used to compare major tradeoffs among the different remedial strategies. These five are "short-term impacts and effectiveness," "long-term effectiveness and permanence," "reduction of toxicity, mobility, and volume," "implementability," and "cost." The final two "modifying criteria" of "state acceptance" and "community acceptance" are evaluated after comments on the proposed remedy have been received. In this case, New York State is the "lead agency" for the project and the USEPA is the "support agency." Therefore, "State acceptance" is understood to refer to the concurrence between the agencies on the proposed remedy. These nine criteria are described in more detail in the PRAP and the Record of Decision (ROD).

As explained above, the NYSDEC and the USEPA are responsible for evaluating the feasibility of the proposed remedy in accordance with these nine criteria.

Issue #2: How long will it take to complete the remedial process?

Response: The Feasibility Study concludes that the active portion of the remedial program will take three years to complete. Adding one year for design of the system, the remedial process would take a total of four years. Given the uncertainties involved, it is quite possible that the remedy will take longer, perhaps five to seven years.

Issue #3: If cost were no object, would a different alternative have been proposed?

Response: The proposed alternative was judged to be the best selection after evaluating all of the governing criteria. In this case, the selection of the proposed alternative was not affected by the cost. In fact, the proposed alternative is significantly more expensive than some of the others considered, but it has the lowest cost of those that passed the threshold criteria.

Issue #4: Can we name three sites where the technologies that comprise the proposed remedy have been shown to work?

Response: Assessing the expected reliability of the remedy is best addressed by evaluating the components of the remedy. The main components are in-situ soil venting, groundwater extraction and treatment, and biotreatment. Soil venting has been demonstrated and evaluated as part of the EPA Superfund Innovative Technology Evaluation (SITE) Program, and has been effectively used at sites in Michigan, Puerto Rico, and Massachusetts. The technology has also been used extensively in the remediation of leaking underground petroleum storage tanks. The bulk of the contaminants at the Shore Realty site are volatile chemicals also found in petroleum products and are expected to respond well to venting.

Groundwater extraction and treatment is very common, but its effectiveness is controversial. Similar systems have been used at dozens of sites around the country, with varying effectiveness. The conditions at this site that favor the likely effectiveness of the groundwater treatment program are; (1) the relatively small size of the site; (2) the low density of the major contaminants and an upward hydraulic gradient that combine to keep contaminants at shallow depths and more accessible for treatment; (3) the characteristics of the soil (e.g. lack of large amounts of organic matter); and the amenability of the contaminants to treatment.

The component with the shortest "track record" in the remediation of sites is the biotreatment program. The technology has been studied extensively at the bench and pilot scale at sites around the country, and is underway or completed at Superfund and other hazardous waste sites in Minnesota, Michigan, and New York. The results of a bench scale test performed on site soils are promising. The main advantage of the biotreatment program is its contribution to reducing the time needed to attain the remedial objectives for groundwater by stimulating the in-situ biodegradation of contaminants.

The combination of technologies that comprise the remedy is somewhat unique, as is the site itself. Therefore, three sites with equivalent conditions and the same remedy cannot meaningfully be identified. However, the proposed remedy is judged to be the best method for addressing the contamination at this site.

Issue #5: How much will the remedy cost?

Response: The feasibility study concludes that the present worth of the

remedy (in 1991 dollars) is \$4,507,000. Stated another way, \$4,507,000 deposited into an interest bearing account in 1991, and payed out over the life of the remedy, should be sufficient to fund the remedy.

Issue #6: Will some sort of bond be required to assure that adequate funds are available?

Response: Negotiations are underway between the State of New York and the responsible parties to provide funds for the remedy. If completed, an agreement for the responsible parties to fund the remedy will be incorporated into an order issued by the federal court. If an agreement is not reached, it is likely that monies to remediate the site would initially come from the federal "Superfund." The costs incurred would then be recovered in legal actions against the responsible parties.

Issue #7: Why aren't hazardous waste companies required to post bonds providing for site cleanup?

Response: Under the federal Resource Conservation and Recovery Act (RCRA) and, in this case, New York State laws and regulations, companies that treat, store, or dispose of hazardous wastes are required to provide a financial assurance mechanism to properly close a facility after operations have ceased. Many of these laws and regulations came into effect sometime after the bulk of the operations that led to the contamination of this site, and they were not always complied with after they came into effect.

Issue #8: When will the remedy begin?

Response: Three main things must occur before the remedy begins. A pilot project must be completed to more carefully define the best operating conditions for the biotreatment program. Second, the design of the full-scale remedy must be completed and approved by the State and the USEPA. Lastly, the provisions and conditions for completing the remedy must be agreed upon and incorporated into a consent decree issued by the court. Assuming that a settlement to fund the remedy is obtained by mid-1991, it is anticipated that construction should begin in mid-1992.

II. Issues Regarding Existing Health Effects

Issue #9: What are the cumulative health effects on area residents from the release of contaminants from this site and the other contaminant sources (including potential future sources) in the area?

Response: A number of commentors raised this issue directly or indirectly during the public meeting. In accordance with the requirements of the National Contingency Plan (NCP), the RI/FS evaluated the potential health effects of the release of contaminants at the site assuming that no remedy were implemented. Naturally, this assessment was based upon information gathered during the remedial investigation carried out between October 1987 and March 1990. Therefore, the assessment is site specific and based upon existing,

not previous conditions, for which data is not available.

Unfortunately, the performance of a meaningful area wide health assessment would be extremely difficult and well beyond the allowable scope of this project. Determining the contribution of past contamination from multiple sources in the area to current health effects would be essentially impossible. This is due to the lack of adequate environmental data from the past, and the difficulties associated with isolating the impacts from individual sources in the area. However, many conservative assumptions are built into the risk assessment. For example, the on-site resident was assumed to be present at the site, and potentially exposed, 24 hours per day, 365 days per year, for 70 years.

Issue #10: What effects can the contaminants at the site have, and have had, on our health?

Response: Section 3.4 of the Feasibility Study (Toxicity Assessment) discusses the possible effects of exposure to site contaminants. The baseline risk assessment concluded that the existing conditions at the site do not present a significant health risk to off-site residents. This means that the risk of developing cancer from off-site exposure to contaminants migrating from the site and the mudflats is less than one in one million, and that non-cancer health effects are not expected.

In the hypothetical scenario where someone lived on the site for their entire lifetime, that person's incremental risk of developing cancer would be approximately nine in one hundred thousand (compared with an incidence of 28,000 in 100,000 in the general population for all forms of cancer). Non-cancer health effects would not be expected.

Since the data that would be needed to evaluate past conditions is not available, it would be inappropriate to speculate on the effects of past exposures.

Issue #11: Does site contamination threaten the local drinking water supply?

Response: No. Drinking water around the site is obtained through a public water system which is supplied from out of the area. There are no public supply wells within one mile of the site. Contaminated groundwater underneath the site discharges to the west into Hempstead Harbor, away from populated areas and not into aquifers that serve as current sources of potable water.

Issue #12: Does the risk assessment address potential impacts to infants and unborn children?

Response: The risk assessment does address potential impacts to children and adults, but due to the uncertainties inherent in meaningfully evaluating exposures to infants and unborn children, baseline risk assessments do not typically address these populations directly.

Issue #13: Prevailing winds appear to carry air over the site towards

local residences.

Response: Since chemicals were removed from tanks and containers at the site during 1985-1986, the remaining contamination is primarily in the shallow groundwater and soils near the water table. After evaluating air emissions from the site under current conditions, the RI/FS Reports conclude that off-site impacts on air quality are not significant.

III. Issues Regarding Hempstead Harbor

Issue #14: Do all chemicals from the site flow into the Harbor?

Response: The results of the remedial investigation indicate that contaminated groundwater does indeed discharge into Hempstead Harbor. This has resulted in a petroleum-like sheen at certain times in the small cove to the west of the site. It is likely that, in the past, significant quantities of chemicals have been released into the harbor. In particular, records indicate that a toluene spill at the site in 1976 released an unknown quantity of this chemical into the harbor. Under existing conditions, calculations indicate that outside of the immediate vicinity of the site, the surface water concentrations of the released chemicals is not significant.

Issue #15: Is it safe to swim at the local beaches?

Response: Although studying local beaches was beyond the scope of this project, the water quality of public beaches is regularly monitored by the County Department of Health. Calculations based on the known concentrations of contaminants in the groundwater, indicate that it is very unlikely that site related contamination would create unsafe conditions at nearby beaches.

Issue #16: What have marine biologists found regarding impacts to flora and fauna around the site?

Response: In 1987, the Office of Marine Ecology of the Nassau County Department of Health produced a report describing the impacts to marine biota resulting from exposure to chemicals released from the site. Species occurrence and abundance data were gathered, along with sediment samples from the mudflats in the western cove. This cove, approximately one acre in size, was divided into three areas: "inner cove," "mid-cove," and "outer cove." The inner cove, along with the adjacent wooden bulkhead, was described as a zone of "severe impact" indicating a lack of expected biota and an inability to support relocated organisms. The mid-cove was described as exhibiting "variable" or "patchy" impacts and the outer cove (which extends to the edge of the site) was described as a zone of "minimal impact."

IV. General Site Issues

Issue #17: Why were the tanks and piping not removed from the site?

Response: The removal action funded by the NYSDEC in 1985-1986 focused on the imminent danger presented by the presence of the chemicals

in the tanks, containers, and pipes at the site. Once emptied, the tanks and pipes no longer presented an imminent threat, and it would not have been reasonable to spend public monies to remove them. The owner(s) of the site did not volunteer to remove them.

Issue #18: Why did the site get into the shape it is in?

Response: Contamination of the site resulted from the improper storage and handling of hazardous chemicals and wastes by persons operating the site over an extended period of time.

V. Information Issues

Issue #19: Can local officials be subpoenaed to force them to attend public meetings such as this?

Response: No, they cannot. However, through citizen participation programs, the agencies strive to create the opportunities and circumstances that encourage participation by all affected or interested citizens and officials.

Issue #20: Will there be more public meetings regarding the remediation of this site?

Response: Since the selected remedy does not differ from the proposed remedy, no additional meetings are planned. If significant new issues arise during the course of the remedial program that could impact area residents, notices will be issued and additional meetings may be held.

Issue #21: Will the public be notified when the final remedy has been selected?

Response: Yes. A legal notice describing the selected remedy will be published in local newspapers along with other notices. The Record of Decision will be placed in local information repositories.

Issue #22: Has a date been set for this case to go before the court again?

Response: Yes. Judge J. Weinstein (U.S. District Court, Eastern District of New York) has directed the parties to return to court on July 15, 1991.

The following comments were submitted to the agencies in a letter dated May 23, 1991 from Mr. Donald W. Stever, liaison counsel to a group of parties known as the New Defendants in the litigation involving this site.

VI. Groundwater Extraction and Treatment is Unnecessary

Issue #23: The removal efficiency of any pump and treat system will be quite low because the groundwater concentrations of the target substances are very low.

Response: Groundwater is monitored at three levels at the site; WT-series

wells screened at the water table, SW-series wells screened approximately 15 feet below the water table, and DW-series wells screened approximately 50 feet below the water table. There are 22 contaminants in groundwater that exceed groundwater standards. On a mass basis, three contaminants comprise a great majority of the contamination. These are ethylbenzene, toluene, and xylenes, or ETX. The WT-series wells are highly contaminated with many compounds including ETX at concentrations up to 350,000 parts-per-billion (ppb) which is 70,000 times the applicable standard. This results from the fact that most of the contaminants float on the water table and dissolve into the shallow groundwater. The fact that these high levels are not just a sampling artifact resulting from the presence of floating chemicals is evidenced by the presence of high levels of contaminants in wells where there is no floating chemical or sheen. The SW-series wells are contaminated with relatively low levels of chlorinated organic compounds at concentrations up to 60 times the applicable groundwater standard. The DW-series wells are uncontaminated.

Therefore, the upper 15 feet of the aquifer is highly contaminated by volatile non-chlorinated organic compounds. Chlorinated organic compounds are present at relatively low levels at the 15 foot level and at relatively high levels closer to the water table.

The extraction and treatment program will focus on the upper 15 feet of the aquifer and will address both contaminated groundwater and saturated soils. Removal efficiencies are expected to be good.

The ROD states that if monitoring indicates that continued operation of the remedy is not producing significant reductions in the concentrations of contaminants in soils and groundwater, the NYSDEC and the USEPA will evaluate whether discontinuance of the remedy is warranted. The criteria for discontinuation will include an evaluation of the operating conditions and parameters as well as a statistical determination that the remedy has attained the feasible limit of contaminant reduction and that further reductions would not be technically feasible or needed to be protective of human health or the environment.

Issue #24: The imposition of groundwater standards to this site is arbitrary and capricious for the following reasons:

- a. the contaminated aquifer is not a current or potential future source of drinking water;
- b. groundwater discharges to the harbor and does not recharge aquifers used for drinking water;
- c. any attempt to utilize site groundwater would result in salt water intrusion making the aquifer unusable;
- d. soil venting will eliminate any threat of significant concentrations of ETX from discharging and creating a sheen on the mudflats and will prevent the presence of detectable levels

- of contaminants in the harbor at the point of discharge; and
- e. it is not cost effective.

Response: Rather than being arbitrary and capricious, the application of groundwater standards as remedial goals at this site is a straightforward application of a regulation in place since 1978 (6 NYCRR 703.5). This regulation states that the best usage of fresh ground waters is as a source of potable water supply. Federal law and regulations provide that an applicable standard may be waived only if one or more of six grounds are met (ref. 40 CFR 300.430 (f)(1)(ii)(C) of the NCP). Of these six, the only potentially applicable waiver would be that complying with the requirement would be technically impracticable from an engineering perspective. Since the reduction of volatile contaminants in groundwater is practical as well as practicable, this waiver cannot be invoked.

Although it is unlikely that shallow groundwater from the site would be used as a source of drinking water, other uses that could expose users to contaminants cannot be ruled out. For example, a nearby country club uses groundwater from the upper aquifer for refrigeration and irrigation (gardening, etc.).

Although any off-site withdrawal wells capable of drawing in contaminated groundwater from the site would also induce salt water intrusion from the harbor, on-site withdrawal wells would not necessarily induce salt water intrusion. Therefore, it is not true that any use of site groundwater would induce salt water intrusion.

Without extracting and treating groundwater, highly contaminated shallow groundwater will continue to discharge to the harbor. At the point of discharge, contaminants would certainly be above detectable levels. Since the saturated soils associated with the shallow groundwater are also contaminated, chemicals would continue to leach from the soil into groundwater for many years, probably decades.

The criterion of cost effectiveness cannot properly be addressed until after the threshold criteria for selecting a remedy have been met. One of those criteria is that the remedy meets all applicable or relevant and appropriate requirements (ARARs). As discussed above, groundwater standards are applicable standards at this site. Therefore, the "cost effectiveness" of a remedy that does not address this threshold criterion is not meaningful.

VII. Off-Site Source(s) of Contaminants

Issue #25: The ROD should indicate that the chlorinated organic contaminants (COCs) found in the SW-series wells come from an off-site source for the following reasons:

- a. COCs are found in monitoring wells near the upgradient boundary of the site;
- b. COCs are not identified as contaminants of concern;

c. COCs are not found in soils; and

d. remedial costs would be significantly increased by attempting to remediate COCs in the SW-series wells.

Response: The only method for determining whether COCs found on-site come from one or more upgradient, off-site sources is to obtain a sample of upgradient, off-site groundwater. No existing wells qualify for this role. COCs have indeed been identified as contaminants of concern as have all contaminants found in groundwater at concentrations above the applicable standards. COCs have been found in varying concentrations at all soil levels on the site, and in locations not necessarily indicating an off-site source (see RI Report figures 10, 12, 18, & 19).

It is true that it would not be appropriate to attempt to remediate a source of contamination located upgradient of the site solely by on-site collection and treatment of groundwater. For this reason, the ROD calls for the installation of an appropriately located monitoring well to determine if there is an upgradient contributor to contamination at the site. In addition, the ROD does not require additional treatment designed specifically to treat the COCs.

* Potential additional costs would be realized only if the length of treatment is extended to remove COCs. However, by that time, the source of COCs should be clarified.

The following comments were submitted to the agencies in a letter dated May 23, 1991 from Mr. George R. Lawrence.

VIII. Other Contributing Sources

Issue #26: What is the petroleum contribution from the existing asphalt covering?

Response: The existing asphalt covering over portions of the site is not considered a significant source of petroleum related contaminants. The quantities of contaminants potentially leached from weathered asphalt are extremely small in comparison to the quantities of contaminants found on-site.

Issue #27: What is the expected contribution of petroleum compounds from storm water discharge to the inlet, since tides and prevailing winds tend to drive floatables on to the mud flats?

Response: As with the contribution from the existing asphalt, the contribution of petroleum contaminants from area storm water discharges is not considered significant. While such storm water discharges might slightly contribute to sediment contamination on the mud flats, they do not contribute to the soil contamination that is the principal threat at the site. Additionally, the contamination found in the sediments is not the primary reason for remediating the site.

Issue #28: How much contribution from the Port Washington landfill,

either floatable materials or groundwater, is expected to end up at the site?

Response: No modeling has been performed to try to quantify the potential contribution of contaminants from the Port Washington landfill to the site. However, as with the storm water discharges, any contribution would affect only the sediments, rather than the site soils and groundwater that are far more contaminated.

Issue #29: The Northeast section has been determined to have high readings on the photoionization detector. How much investigation will be done to determine the source?

Response: The northeast corner of the site exhibited elevated soil gas readings in the first soil gas survey. As explained in the Remedial Investigation Report, additional surveys were performed to confirm this unexpected finding. The two subsequent surveys found background soil gas readings in this area, leading to the conclusion that the initial survey was not representative of actual conditions. No further investigations will be performed.

Issue #30: The cross sections indicate that there is contamination north of the Site. There is not enough up-gradient information to determine the origin of the contamination. Will additional test wells be installed to locate and quantify the source of this contamination?

Response: The cross sections indicate only that there is contamination in the furthest upgradient on-site wells. The information currently available is not sufficient to determine whether the contamination found in those wells is from an on-site or off-site source. Some additional work will be performed, including installation of at least one upgradient monitoring well, to make that determination.

Issue #31: Page 3-13 of the RI states that "the three detections of airborne benzene (sic) which could result from volatilization of the Site compounds migrating through bulkheads and over the tidal flats may also be attributed to the adjacent terminal operations." Has this possibility been investigated and if so, what were the results?

Response: The quoted text is actually found at Page 3-13 of the Feasibility Study. No investigation beyond that reported in the RI/FS has been performed. The work necessary to isolate the contamination contributed by the adjacent oil terminal is not warranted, since it would not affect remedy selection at the site.

Issue #32: Page 61-1 of the RI states that "the results of this survey conducted during May, 1990, indicated background reading through the northern portion of the Site, consequently this data is not considered representative of soil vapor conditions." This set of readings is significant if contamination is entering from upgradient areas. When will an investigation be conducted to determine the source of this vapor?

Response: As explained in the response to Issue #29, the northeast corner of the site exhibited elevated soil gas readings in the first soil gas

survey. Additional surveys were performed to confirm this unexpected finding. The two subsequent surveys found background soil gas readings in this area, leading to the conclusion in the Remedial Investigation Report that the initial survey was not representative of actual conditions. No further investigation will be performed (see also Issue #30).

Issue #33: The RI indicated that low PPM of chlorinated solvents in SW-1 "May be from off Site since SW-1 is generally down gradient from SW-6". If this is true, what affect would this off site contaminant have on remediation? Why hasn't it been confirmed?

Response: As evidenced by use of the word "may", an off-site source of contaminants is suggested but not proven. If it is true that off-site sources contribute to groundwater contamination at the site, that would not affect the preferred alternative. The preferred alternative was selected for its ability to effectively treat the variety of contaminants found at this site. As noted above (see Issue #30), some investigation to determine whether or not there are off-site sources of contamination is planned.

Issue #34: The proposed remedial action plan page (6 and 7) indicates that the SW series wells screened at the C + D soil horizons contain chlorinated organic compounds that "may be the result of off site contamination". There are no adequate up gradient wells to confirm or disprove this. What action has been proposed to determine the source of contamination, to prevent recontamination of the remediated areas and to investigate the upgradient areas?

Response: This issue has been addressed in the response to Issue #30.

Issue #35: Because of the nature of the Harbor Fuel operations, it is possible that they may have contributed to the groundwater contamination. Are there sufficient test wells installed to measure the quality of the groundwater that flows from the Harbor Fuel property onto the Site?

Response: Although the Remedial Investigation did not attempt to determine the direction of groundwater flow on the Harbor Fuel property, considering the water table configuration on-site (Figure 2-2 in the FS) and the location of the Harbor Fuel property, groundwater does not appear to flow from Harbor Fuel onto the site. This conclusion is supported by the absence of petroleum related contaminants from the furthest upgradient wells.

Issue #36: The RI identifies the Penetrex Site as an inactive hazardous waste site. This site is upgradient from the Shore Site so there is a possibility of contamination from it. What steps have been taken to investigate contamination from the Penetrex Site? Are there any monitoring wells on the Penetrex Site and if so, what do test results indicate? Are the contaminants on the Penetrex Site the same as those discovered on the Shore Site?

Response: The Penetrex Site has been considered, and does not appear to contribute contaminants to the Shore Site. An examination of the data

from the Penetrex Site indicates that groundwater flows to the west and discharges to Hempstead Harbor. Although some of the same chlorinated volatile organics found at the Shore Realty Site are also found at the Penetrex Site, Penetrex is located north of Shore and is not upgradient. Therefore, it is not likely to affect groundwater quality at the Shore Site.

IX. GROUNDWATER CONTAMINATION:

Issue #37: Page 4-17 of the Feasibility study states that attaining the state Maximum Contaminant Level (MCL) would not be practical. How is this reconciled with the State's objective of attaining drinking water quality groundwater?

Response: EPA and NYSDEC believe that the preferred alternative is a practical remedy capable of achieving State MCLs in the groundwater. The FS states at page 4-17 that remedial options which "guarantee" reaching MCLs are technically impractical. However, the selected remedy is workable and has the potential to reach MCLs if implemented and operated properly and proceeds as expected. No remedy is 100 percent "guarantee[d]."

Issue #38: How was it determined that groundwater beneath the mudflats rises from the lower areas to the upper areas (except for the first 10-20 feet)? Any dissolved or free product is most likely to be near the surface. What is the affect of the tide on groundwater movements and this product?

Response: The determination regarding vertical flow of groundwater under the site is based on hydrographs comparing the groundwater levels in the deep, shallow, and water table wells. The groundwater flow direction under the mud flats was not predicted but multilevel sampling/analysis shows that the concentration of contaminants does not increase with depth. The upper portion of the aquifer below the site undergoes a reversal of vertical flow direction with each tidal cycle, while the deeper portions of the aquifer exhibit a constant upward flow. The tide does affect groundwater movement in the upper portion of the aquifer. At the water table, the groundwater elevation fluctuates only a few inches with each tidal cycle. This movement tends to spread the floating product across a narrow band of soil in the upper aquifer. That narrow band will be dewatered under the preferred alternative, and decontaminated by the soil venting system.

Issue #39: If the groundwater is rising where is it coming from, upland areas behind the Site (upgradient) or is it rising up due to the buoyancy of fresh water on the salt water interface?

Response: The groundwater is probably coming from upland areas, although the Remedial Investigation did not perform a study of the regional groundwater flow regime.

Issue #40: Since the 1988 report, the line of contamination has progressed toward Hempstead Harbor with the subsequent reduction of contaminants in the upgradient areas of the Site. This indicates that

the natural flushing of 1989-91 removed a good deal of the groundwater contamination. How long will it be before the Site is purged of contaminants and meets state standards if natural remediation is allowed to continue unaided by other remediation methods?

Response: It is not possible to accurately estimate the length of time necessary for the site to naturally remediate to meet ARARs. This option was considered as Alternative I - No Action in the Feasibility Study, and was rejected due to uncertainty that ARARs would ever be achieved, and the unacceptable length of time for remediation under the most optimistic assumptions. Experience at other hazardous waste sites indicates that as contaminant concentrations drop the process of natural remediation slows, typically taking decades at sites with heavy contamination such as this site.

X. NEED FOR REMEDIATION

Issue #41: The hazard index for this Site is less than one (1). This is below the threshold for posing a health risk. Why then is it necessary to do subsurface remediation?

Response: The hazard index is only one indicator of the need for remediation and addresses only non-carcinogenic health effects. The Remedial Investigation found concentrations of contaminants in the groundwater at concentrations exceeding the health based New York State groundwater quality standards, and estimated an increased cancer risk of 9×10^{-5} . These findings clearly indicate the need for remediation of the site. The only way to remediate the site is to remediate the subsurface contamination that is the source of contamination at the site.

Issue #42: The remedial action plan stated that Site impacts on animal and marine life appear to be limited to the bulkhead and sediments directly adjacent to the Site. Why does the State propose to remediate the entire Site if only a small percentage of the property is now considered impacted? Harbor Fuel Oil is adjacent to the Site and the Port Washington Landfill is across the harbor. Do these facilities have an impact on the animal and marine life near the Site?

Response: Impacts to marine life on the bulkhead and sediments were not the only documented environmental impacts at the site. Other media at the site are also significantly impacted. Contaminated soils are the source of contamination impacting groundwater, sediments, surface waters, and air at the site. Only by removing the source of contamination can impacts to all the other media be remediated. The question regarding the Harbor Fuel Oil Terminal and Port Washington Landfill has been previously addressed under Issues 29 and 34. Additionally, the contamination found in the sediments is not the primary reason for remediating the site.

XI. SURFACE WATERS

Issue #43: The Report states that at low tide, a "sheen is visible on the mudflat next to the Site." Is this unique for the mudflats in Hempstead Harbor? Do other mudflats in the Harbor experiences similar

"sheens"? And if they do, how is the origin of the materials forming the "sheen" determined?

Response: The Remedial Investigation did not include an examination of other mudflats for a sheen. Based on observations at the Site, the sheen that appears is a result of groundwater discharge through the wooden bulkhead. The sheen results from the non-aqueous phase liquids (NAPL) floating on the surface of the groundwater. The NAPL sheen is a violation of New York State surface water quality standards.

XII. FUTURE USE OF THE SITE

Issue #44: The plan for the clean-up was based on the standard that a person could live on-site for 24 hours a day for 70 years and not be at risk. The Town of North Hempstead has zoned the site a "Business B District". The town zoning regulations do not permit residential housing in a "Business B District." It is well established that zoning authority is retained by local government unless the State has a justifiable reason to preempt. In this case, the plan is requiring a clean-up standard compatible with a residential district. Why has a clean-up standard been chosen that is in conflict with the town zoning? Why was a clean-up standard chosen that would be more consistent with the use of property zoned as a "Business B District"?

Response: The cleanup standards chosen for this site are based on State and federal law, and neither conflict with nor preempt local zoning. Cleaning up a site to a standard allowing future residential use does not require the town to rezone for residential use. However, if future changes in local zoning open this site for residential development, which is possible given the history of the site and the waterfront location, the cleanup must be protective of human health.

Issue #45: The risk assessment for this Site factored in future use by human inhabitants. However, the risk assessment did not include the possibility of restricting the use of the land by a covenant to the deed. A covenant could regulate human presence on the Site by permitting only certain activities. This would be consistent with the town zoning of the Site as a "Business B District". Limiting the future uses of the Site would greatly reduce the remediation costs. Why wasn't this possibility considered?

Response: The National Contingency Plan (NCP) states that:

The use of institutional controls shall not substitute for active response measures (e.g., treatment and/or containment of source material, restoration of ground waters to their beneficial uses) as the sole remedy unless such active measures are determined not to be practicable, based on the balancing of the trade-offs among alternatives that is conducted during the selection of the remedy.

Deed restrictions are considered institutional controls, and are inherently less effective than site remediation. During the selection of the remedy for this site, the use of treatment was determined to be practicable based on the balancing of tradeoffs mandated under federal

law. Therefore, institutional controls could not be considered. Regardless of future use, groundwater under the site must be remediated to comply with groundwater quality standards, so cost would not be affected by limiting future use of the site to industrial activity.

XII. PREFERRED ALTERNATIVE

Issue #46: Remedial alternative VI proposed depressing the water table approximately 3 feet by a pumping operation. Where will this water be pumped to? Will this water be treated to remove contaminants? What is the estimated volume of water that will be pumped?

Response: The water will be treated by air stripping or an equivalent process. A portion of the treated water will be used in the biodegradation system, and the remainder will be discharged either to the local wastewater treatment plant or directly to the harbor. In either case, the discharge will be treated and monitored to ensure compliance with all applicable discharge standards. The Feasibility Study estimates a pumping rate between 10 and 30 gallons per minute. A more reliable estimate will be developed as part of the remedial design.

Issue #47: Remedial alternative VI proposes the addition of nutrients and oxygen into treated water before it is reinjected into the site. What method would be used for the reinjection? Where on the site would the reinjection be done? On other sites, deep well injection has not worked because of screen load up by biological organisms at the discharge point. Has this problem been investigated and if so, what were the findings? What affect will the injection have on the pumping operation for lowering the water table?

Response: The method of reinjection will be determined during system design, but will probably involve wells, well points, trenches, or a combination of all three. Reinjection will probably be done in the northeast portion of the site, and at the toe of the slope on the western side of the site as shown in Figure 5-5 of the Feasibility Study. A survey of bioremediation work did not reveal any obstacles to reinjection that cannot be overcome by proper selection and design of the reinjection system. Reinjection and pumping rates will need to be properly balanced to maintain the desired depression of the water table and adequate flow of nutrients to the saturated zone.

Issue #48: Remedial alternative VI proposes the treatment of "both saturated and unsaturated soils". Does this mean that all of the soil on the Site will be treated? Or does it mean that only specific areas of the Site with significant concentrations of contaminants will be treated? If so, what areas will be treated and what is the criteria for choosing these areas?

Response: Soil venting to treat unsaturated soils will be performed in the central elevated area around the storage tanks, and down the slope to the west and southwest as shown in Figure 5-5 of the Feasibility Study. Biodegradation will treat saturated soils in roughly the same area as the soil venting. These areas were selected based on the

concentrations of contaminants found during the Remedial Investigation, and encompass all of the areas of significant contamination. The precise areas will be further defined during remedial design.

Issue #49: The lower elevations of the Site have a history of flooding to a depth of 2 to 3 feet during spring tides when there are high off shore winds. What affect would this flooding have on the remediation plans in general and the in-situ biodegradation portion in particular? The RI shows that the largest concentration of contaminants are in the low lying areas that are most susceptible to flooding. Is it prudent to introduce biodegradants to soil that will be flooded by salt water? What affect does salt water have on the biodegradants that the RI proposes to use?

Response: The potential for flooding will be considered in the design of the systems that will be placed on the low lying areas of the site, but does not affect the remediation plans in general. The proposed biodegradation process involves the injection of only nutrients and a source of oxygen into the groundwater. Complex interactions resulting from the infiltration of salt water are not expected. However, the possibility can be examined during remedial design.

XIII. HYPOTHETICAL SITUATION

Issue #50: If a legal hazardous waste operation was operating on the Site, would the presence of one (1) Part Per Billion of Benzene (sic) on the mud flats be acceptable to the State?

Response: It is not appropriate to address such a hypothetical situation without additional information. The Site requires remediation because it presents a significant threat to human health and the environment and does not comply with ARARs, not solely due to the presence of benzene on the mud flats.

APPENDIX D
Payment Obligations of De Minimis Parties

<u>De Minimis Party</u>	<u>Sums To Be Paid To Disbursing Agent</u>
1 Tire Supply Corp.	\$98,817
2 Advanced Coatings	\$98,030
3 C.J. Osborn Chemicals	\$92,198
4 Alladin Dry Cleaners	\$94,771
5 Lehman Bros. Corp.	\$86,745
6 Gilbert Spruance Holding Co.	\$84,595
7 Baumann & Sons Buses	\$77,416
8 Avery Label	\$55,499
9 Berkley Products Corp.	\$75,262
10 Shaw Aero Devices, Inc.	\$59,327
11 Alladin Transparent Packa	\$58,768
12 Grumman Aerospace Corp.	\$69,348
13 GTE Products Corp.	\$65,621
14 Genzale Plating Co., Inc.	\$69,655
15 Vicon Industries, Inc.	\$69,400
16 Pride Solvent & Chemicals	\$48,296
17 Benjamin Moore & Co.	\$63,194
18 Ridge Printing Co.	\$50,503
19 Continental Group, Inc.	\$49,423
20 Lawrence-McFadden Co.	\$60,298
21 Polypak Industries, Inc.	\$51,069
22 Hetem Bros/Peabody Clean Ind.	\$53,058
23 Enivornmental Recovery Services	\$55,327
24 Armstrong World Industrie	\$51,248
25 Monoplast Chemical Corp.	\$55,248
26 Washington Molding	\$37,965
27 Serve-All Uniform Rental	\$41,320
28 Purex Corp.	\$44,128
29 Fabric Leather Corp.	\$46,724
30 Cellucraft, Inc.	\$44,009
31 Accurate Forming Corp.	\$33,274
32 Five Towns Realty	\$46,187
33 Dutch Boy Paints	\$45,920
34 Electronic Devices, Inc.	\$38,579
35 Vernitron Corp.	\$40,984
36 Telephonics Corp.	\$33,447
37 Oneida Packaging	\$34,371
38 Unifoil Corp.	\$33,149
39 Wallmates Vinyls, Inc.	\$36,697
40 Award Packaging Corp.	\$26,354
41 H&N Chemical	\$35,916
42 Colonial Craft	\$23,198

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Payment Obligations of De Minimis Parties
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<u>De Minimis Party</u>	Sums To Be Paid To Disbursing Agent
43 Kimball Systems	\$19,099
44 Debrucker Studios d/b/a P	\$32,992
45 Del Kote, Inc.	\$32,401
46 Impressive Image Inc.	\$31,961
47 Carci Computab Systems	\$26,442
48 Inco Selective Surfaces, Inc.	\$27,402
49 Volt Information Sciences	\$28,867
50 Both Forks Furniture Stri	\$30,891
51 J. Josephson	\$26,362
52 Dependable Repair	\$29,437
53 Camvack International Inc	\$18,448
54 C.W. Post Center of L.I.U	\$21,133
55 Molty-Stryk Corp.	\$27,569
56 LILCO	\$25,742
57 Marathon Carey McFall Co.	\$23,194
58 Central Aviation & Marine	\$17,670
59 Irwin Measuring Tool Comp	\$20,271
60 Winkler Cleaners, Inc.	\$23,932
61 Prestigeline Inc.	\$23,953
62 Ademco, Division of Pittw	\$25,413
63 Polytherm Kassel Corp.	\$24,774
64 Newsday Inc.	\$19,031
65 AAR Technical Service Cen	\$18,975
66 Chemlawn Corp.	\$14,172
67 Superior Marine Product,	\$23,177
68 Designatronics Inc.	\$20,139
69 Aircraft Finishing Corp.	\$19,580
70 Advview Publisher Printing	\$16,420
71 Charles Ross & Son Compan	\$17,260
72 Foto 55	\$21,135
73 Dorr-Oliver Inc.	\$17,617
74 Walt's Auto Radiator & He	\$19,601
75 C.P. Convertors	\$18,460
76 Dionics, Inc.	\$19,638
77 Public Service Electric &	\$18,083
78 Boyertown Packaging Corp.	\$16,559
79 Penguin Industries, Inc.	\$18,959
80 Bevel Engine & Machine Co	\$18,912
81 Marksmen Manufacturing Co.	\$18,864
82 Center Laboratories Inc.	\$14,165
83 American Technical Cerami	\$13,925
84 American Biltrite Inc.	\$18,385
85 Hartman Systems Co.	\$13,885
86 Abilities Inc.	\$15,971
87 Cameo Printing Enterprise	\$18,266
88 Stratford Materials	\$18,207
89 Ulano Corp.	\$17,245
90 Lin Pac Corrugated Container	\$15,564

<u>De Minimis Party</u>	<u>Sums To Be Paid To Disbursing Agent</u>
91 Magnetic Media	\$17,891
92 Gould Inc.	\$16,746
93 Telstar Electronics Co.	\$17,602
94 AT&T Resource Management	\$14,840
95 Secrest Handprints, Inc.	\$14,840
96 Dasco Cleaners	\$17,219
97 Schildwachter & Sons	\$17,127
98 Scheidel Manufacturing Co	\$16,628
99 Spectrum Printing-Diversi	\$16,389
100 Thomson Industries	\$13,935
101 Castlereagh Press, Inc.	\$16,029
102 Setauket Transmissions	\$15,995
103 Coherent Communication Sy	\$12,989
104 American Environmental Service	\$15,607
105 Paxar Corp.	\$13,075
106 Trans Control Corp.	\$15,226
107 All American Metal Corp.	\$14,191
108 Lyndal Chemical, Div. of Mi	\$12,191
109 Kleartone Transparent Pro	\$14,977
110 Thrift Auto Painting Co.	\$14,087
111 Dytrol Corp.	\$11,832
112 Willow Press	\$14,751
113 Quantronix Corp.	\$9,670
114 Metal Improvements Co.	\$9,625
115 Long Island Copy Products	\$11,892
116 U.S. Veterans Administrat	\$11,565
117 Freeport, Village of	\$10,682
118 Inscom Electronics Corp.	\$10,682
119 Evans Products Company	\$11,453
120 Periphonics	\$11,301
121 Hitemco Division-Barson C	\$8,094
122 Techni-Plex Inc.	\$10,094
123 All Island Lease-A-Car	\$10,955
124 Active Steel Drum Co.	\$10,854
125 Beth Israel Hospital	\$10,826
126 Lee Miles Transmissions	\$10,726
127 Orelube Corp.	\$9,726
128 Cecile Industries	\$10,694
129 Mod-A-Can Corp.	\$9,867
130 Technical Coatings Co.	\$2,486
131 Arkwin Industries Inc.	\$6,915
132 American Furniture Stripping	\$10,351
133 Milgray Electronics	\$10,351
134 NYS Office of General Services	\$10,351
135 General Waste Oil Co.	\$9,635
136 American Precision Finish	\$7,396
137 A& T Auto Radiator	\$9,876
138 Driver Harris	\$6,462

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<u>De Minimis Party</u>	<u>Sums To Be Paid To Disbursing Agent</u>
139 ITM, Ltd.	\$7,262
140 Republic Electronics, Inc.	\$6,462
141 LTS, Inc.	\$7,116
142 St. Francis Hospital	\$6,576
143 Holbrook Truck & Equip.Le	\$6,996
144 Oakes Machine Corp.	\$6,496
145 Mattituck Airbase	\$6,191
146 Yankee Peddler	\$6,987
147 Glendale Protection Technology	\$6,901
148 Aetna Products Co.	\$6,757
149 Edgewood State Hospital	\$6,757
150 Advance Central Station Alarm	\$6,728
151 Time Electronics/Avnet	\$6,728
152 Falcon Automotive Product	\$6,177
153 Sterling Instrument	\$6,597
154 Burmar Technical Corp	\$6,425
155 Wantagh Union Free School Distric	\$5,557
156 Transcon Lines	\$6,296
157 Tri-Metal Fabrication Inc	\$6,198
158 Wesco Steel Drum Co. Inc.	\$5,698
159 Centroid, Inc.	\$5,195
160 Comstron Corp.	\$5,195
161 Solid Power, Inc.	\$5,195
162 Data Card Corp	\$5,950
163 Tele-Signal Corp.	\$5,950
164 Utility Mfg	\$5,864
165 Acme Auto Radiator	\$5,839
166 Marine Pollution Control	\$5,799
167 Prestige Screen Prints, Ltd.	\$5,799
168 Pathway Cleaners	\$5,734
169 Brookhaven Memorial Hospi	\$5,679
170 Halm Industries Co., Inc.	\$4,698
171 American Bank Stationary	\$5,475
172 Circuit Technology	\$5,475
173 Logus Manufacturing Co.	\$5,475
174 Minute Man Press	\$5,475
175 Mr. Jack	\$5,475
176 Rocky Point Auto Parts	\$5,475
177 South Nassau Community Hospital	\$5,475
178 Roche Biomedical Labs	\$5,432
179 Bell Chemical	\$5,399
180 New York Telephone	\$4,471
181 U.S. Coast Guard	\$5,200
182 Polymer Industries	\$1,009
183 Ampower Semiconductor	\$5,000
184 Baldwin Public Schools	\$5,000
185 Chemcoat, Inc.	\$5,000
186 Chemical Pollution Control	\$5,000

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Payment Obligations of De Minimis Parties
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<u>De Minimis Party</u>	Sums To Be Paid To Disbursing Agent
187 Convertors Ink Co.	\$5,000
188 Ell-Bell Chemical Co.	\$5,000
189 Evergreen Environmental Industrie	\$5,000
190 Fiberglass Resources	\$5,000
191 Kirker Chemical	\$5,000
192 Lancaster Metal Science	\$5,000
193 McCloskey Varnish	\$5,000
194 MLU Furniture	\$5,000
195 MPD Tech	\$5,000
196 Peabody Clean Industries	\$5,000
197 Phelps & Sons, Arnold H.	\$5,000
198 Resource Conservation & Recovery	\$5,000

TABLE 3

UPFRONT CONTRIBUTION REQUIRED FROM NON-DE MINIMIS PARTIES

Non-De Minimis Settling Party	Normalized Volumetric Share	Percentage of Non-DMG Parties	Estimated Upfront Contribution
1 Ber Mar Corp.	1.3976%	2.89%	\$92,265
2 Brookhaven National Labs	1.5082%	3.11%	\$99,571
3 Callala Bros., Inc.	3.5002%	7.23%	\$231,081
4 Capitol Records, Inc	1.4788%	3.05%	\$97,630
5 Chamberlain Manufacturing	1.2055%	2.49%	\$79,582
6 Chemical Waste Dispo	7.1682%	14.80%	\$473,235
7 Dayton T. Brown, Inc	2.4857%	5.13%	\$164,101
8 Dial Ace Uniform Sup	2.1180%	4.37%	\$139,829
9 Dri-Print Foils, Inc.	2.3081%	4.77%	\$152,378
10 General Electric Co.	3.7343%	7.71%	\$246,532
11 General Instrument Corp.	1.4547%	3.00%	\$96,036
12 Glidden Company	2.8200%	5.82%	\$186,170
13 Maken Industries, In	1.1870%	2.45%	\$78,364
14 Millipore Corp (Waters Ch	1.6584%	3.42%	\$109,488
15 Raffi & Swanson, Inc.	1.6838%	3.48%	\$111,159
16 Sherwin Williams Co.	1.0099%	2.09%	\$66,669
17 Texaco Refining and Marke	6.7643%	13.97%	\$446,569
18 Valspar Corp.	1.8605%	3.84%	\$122,831
19 Westinghouse Electri	3.0895%	6.38%	\$203,961
TOTAL	48.43%	100.00%	\$3,197,452

APPENDIX F

Common Defense and Administrative Fee
Obligations of
Settling Generator Defendants

APPENDIX F

Administrative Costs

SECTION A: Sums to be paid to the Shore Realty/Glenwood Landing Administrative Fund¹

NEW THIRD PARTY DEFENDANTS:

<u>Name:</u>	<u>Current Assessment:</u>
Advance Central Station Alarm	500
All Island Lease-A- Car	500
American Bank Stationary	500
American Env. Services	1500
American Furniture Stripping	500
A & T Auto Radiator	0
Baldwin Public Schools	500
Baumann & Sons Buses	2500
Beth Israel Hospital	500
Burmar Technical	500
Circuit Technology	500
Data Card	500
Dependable Repair	2500
Dutch Boy Paints	2500
Environmental Recovery Services	2500
Five Towns Realty	2500
Foto 55	1500
Gilbert Spruance	2500
Glendale Protection Technology	500

¹To be paid care of: Donald W. Stever, Esq., Sidley & Austin, 875 Third Ave., New York, New York 10022

H&N Chemical	500
Kirker Chemical	500
KIT Enterprises	500
K. Chemical	500
Lancaster Metal Science	500
Logus Manufacturing	500
McCloskey Varnish	500
Milgray Electronics	500
Minuteman Press	500
Mr. Jack	500
Pathway Cleaners	500
Periphonics	1500
Roche Biomedical Labs	500
Rocky Point Auto Parts	500
Schildwachter & Sons	1500
Setauket Transmissions	1500
Sol. Nassau Comm. Hospital	500
Stratford Materials	1500
Suffolk Services	5000
Tele-Signal	500
Telstar Electronics	1500
Time/Avnet	500
Trans Control Corp.	1500
Transcon Lines	500

Utility	0
Manufacturing	
Willow Press	1500
Yankee Peddler	500

NEW DEPENDANT NON-JOINERS:

<u>Name:</u>	<u>Current Assessment:</u>
Acme Auto Radiator	500
Advance Coatings	3500
Aetna Products	500
Anpower Semiconductor	500
Bell Chemical	500
Berkeley Products	2500
B&L Oil	5000
Castlereagh Press	1500
Cecile Industries	500
Chemcoat	500
Chemical Pollution Control	500
Del Kote	2500
Ell-Bell	500
Evergreen Env. Industries	500
Fiberglass Resources	500
Lewis Chemical	5000
Long Island Copy Products	1500
LTS, Inc.	500
MLU Furniture	500

Molty-Stryk	2500
MPD Tech	500
Phelps & Sons, Arnold H.	500
Polytherm Kassell	2500
Prestige Screen Prints	500
Resource Conser. & Recovery Agency	500
Spectron	5000

NEW DEFENDANT COMMON DEFENSE GROUP MEMBERS:

<u>Name:</u>	<u>Current Assessment:</u>
AT&T Resource Management	\$201.28
Abilities Inc.	\$201.28
Armstrong World Industries	\$317.81
Benjamin Moore	\$317.81
Ber Mar Corp.	\$939.31
Boyertown Packaging	\$201.28
Brookhaven National Lab	\$939.31
Cellu-Craft	\$317.81
Centroid	\$86.26
Chamberlain Mfg.	\$6939.31
Comstron Corp.	\$86.26
Converters Ink	\$86.26
C.J. Osborne	\$317.81
C.P. Converters	\$201.28

Dionics	\$201.28
Dri-Print Foils	\$3,019.23
Driver Harris	\$86.26
Electronic Devices	\$317.81
Fabric Leather	\$317.81
General Electric	\$3,019.23
General Instrument	\$9339.31
Glidden	\$3,019.23
Gruhnman	\$317.81
GTE	\$317.81
Halm Industries	\$86.26
Hetem Bros./Peabody Clean Industries	\$317.81
Inco/Novanet	\$317.81
Inscom	\$86.26
ITM	\$86.26
J. Josephson	\$317.81
Kleartone	\$201.28
Lawrence-McFadden	\$317.81
Lin Pac	\$201.28
Magnetic Media	\$3,801.28
Marathon Carey McFall	\$317.81
Marksmen Mfg.	\$201.28
Mattituck Airbase	\$86.26
Metal Improvements	\$201.28
Mod-a-can	\$86.26
Monoplast	\$6,317.81

New York Telephone	\$86.26
Onsida	\$317.81
Paxar	\$201.28
Penguin Industries	\$1,286.26
Polymer Industries	\$86.26
Quantronix	\$201.28
Raffi & Swanson	\$939.31
Republic Electronics	\$86.26
Ross & Roberts	\$939.31
Secrest Handprints	\$201.28
Solid Power	\$86.26
Technical Coatings	\$86.26
Texaco	\$3,019.23
Thompson Industries	\$201.28
Thrift Auto	\$86.26
Tire Supply	\$939.31
Ulano	\$86.26
Unifoil	\$317.81
Valspar	\$939.31
Village of Freeport	\$201.28
Volt Information	\$317.81
Wallmates Vinyls	\$317.81
Wantagh Schools	\$1286.26
Waters	\$939.31
Chromatograph/ Millipore	

APPENDIX F
Common Defense and Administrative Fee
Obligations Of Settling Generator Parties
Page 5

Section B: Sums to be Paid to Treasurer, Glenwood Landing Common Defense Fund:

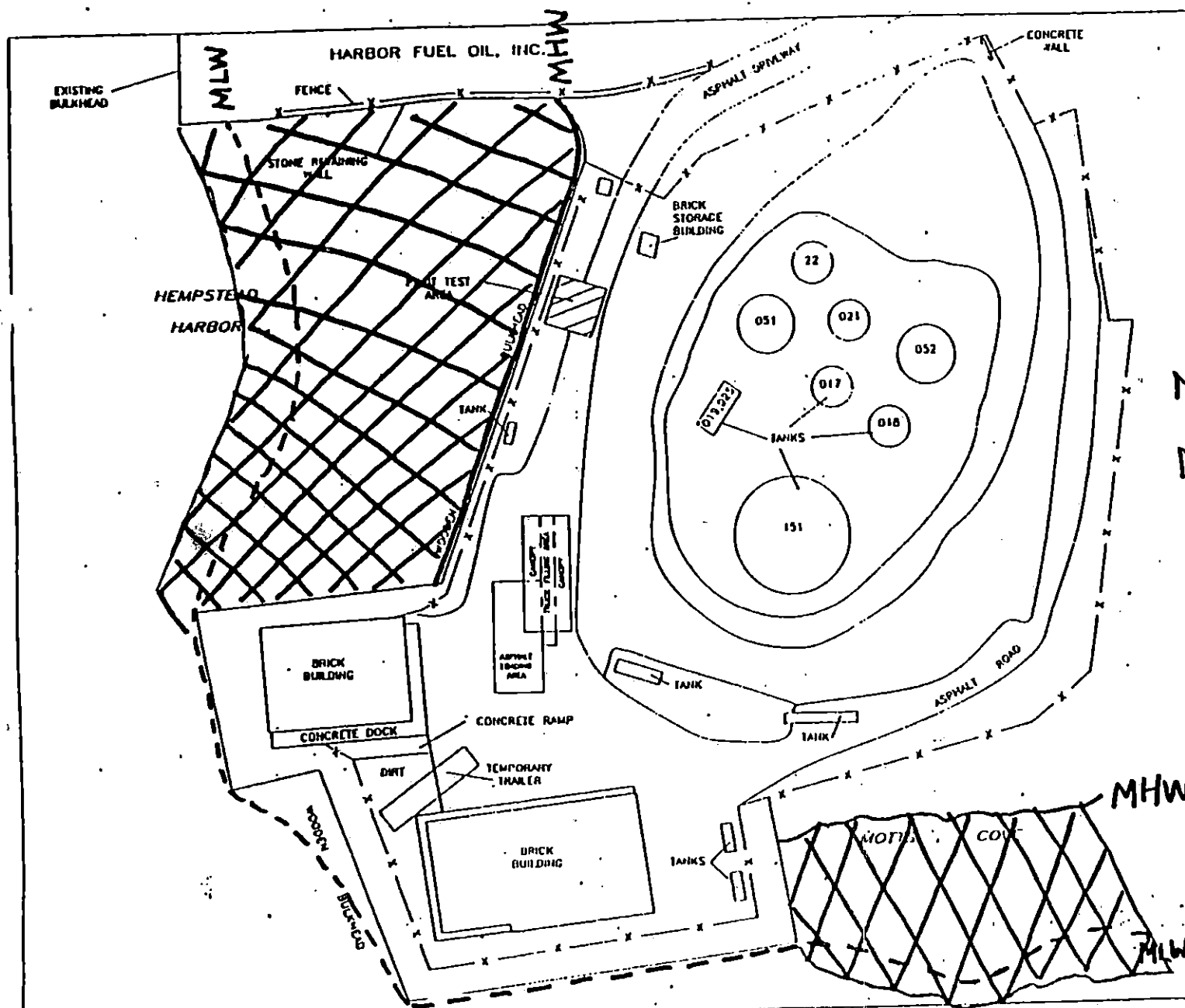
Settling Generator	Dollars To Be Paid To Treasurer, Glenwood Landing Common Defense Fund ²
AAR Technical Service Cente	8,250
Accurate Forming Corp.	1,500
Ademco, Division of Pittway	750
Adview Publisher Printing C	750
Aircraft Finishing Corp.	18,334
All American Metal Corp.	4,250
Alladin Dry Cleaners	32,000
Alladin Transparent Packagi	12,000
American Biltrite Inc.	750
American Precision Finishin	750
American Technical Ceramics	750
Arkwin Industries Inc.	750
Avery Label	2,000
Award Packaging Corp.	9,000
Bevel Engine & Machine Co.	15,250
Both Forks Furniture Stripp	19,084
Brookhaven Memorial Hospita	12,250
Calleia Bros., Inc.	2,500
Cameo Printing Enterprises	15,834
Canvack International Inc.	18,250
Capitol Records, Inc.	2,500
Carci Computab Systems	19,000
Center Laboratories Inc.	750
Central Aviation & Marine C	750
Charles Ross & Son Company	750
Chemical Waste Disposal Cor	2,500
Chemlawn Corp.	750
Coherent Communication Syst	750
Colonial Craft	1,500
Continental Group, Inc.	2,000
C.W. Post Center of L.I.U.	750
Dasco Cleaners	12,250
Dayton T. Brown, Inc.	2,500
Debrucker Studios d/b/a Per	27,500
Designatronics Inc.	8,250
Dial Ace Uniform Supply Co.	12,500
Dorr-Oliver Inc.	750
Dytrol Corp.	750
Falcon Automotive Products	10,750

²-----
The Treasurer of the Glenwood Landing Common Defense Fund is Robert S. Sanoff, Foley, Hoag & Eliot, One Post Office Square, Boston, Massachusetts 02109.

APPENDIX F
Common Defense and Administrative Fee
Obligations Of Settling Generator Parties
Page 6

Settling Generator	Dollars To Be Paid To Treasurer, Glenwood Landing Common Defense Fund
General Waste Oil Co.	10,750
Genzale Plating Co., Inc.	2,000
Gould Inc.	5,750
Hartman Systems Co.	750
Hitemco Division-Barson Com	750
Holbrook Truck & Equip. Leas	11,750
Impressive Image Inc.	28,084
Irwin Measuring Tool Compan	750
Kimball Systems	1,500
Lee Miles Transmissions	12,750
Lehman Bros. Corp.	46,760
LILCO	8,250
Lyndal Chemical, Div. of Mill	750
Maken Industries, Inc.	47,260
Marine Pollution Control In	11,250
Newsday Inc.	8,250
Oakes Machine Corp.	11,750
Orelube Corp.	750
Polypak Industries, Inc.	2,000
Prestigeline Inc.	8,250
Pride Solvent & Chemicals C	2,000
Public Service Electric & G	13,250
Purex Corp.	2,000
Ridge Printing Co.	2,000
Scheidel Manufacturing Comp	12,750
Serve-All Uniform Rental Co	2,000
Shaw Aero Devices, Inc.	12,000
Sherwin Williams Co.	2,500
Spectrum Printing-Diversifi	12,750
St. Francis Hospital	750
Superior Marine Product, In	20,750
Techni-Plex Inc.	11,750
Techtronics Solvents Recycl	47,260
Telephonics Corp.	1,500
Tri-Metal Fabrication Inc.	10,750
Vernitron Corp.	9,000
Vicon Industries, Inc.	34,883
Walt's Auto Radiator & Heat	7,750
Washington Molding	9,500
Wesco Steel Drum Co. Inc.	10,750
Westinghouse Electric Compa	2,500
Winkler Cleaners, Inc.	750

APPENDIX G
Map of Planting Locations



MHW - mean high water line

MLW - mean low water line

 - planting area



SITE PLAN			
SHORE REALTY			
Prepared for: COMMON DEFENSE GROUP NEW YORK V. SHORE REALTY			
ROUT	Designed by: J. E.	Date: 1/2/59	Sheet: 2
	Plotted by: C. L.	Scale: 30000	
	Checked by: P. S.	Drawn by: P. S.	
	Title: SHORE REALTY		

APPENDICES H through U
(not used)

DE MINIMIS GENERATORS

A & T Auto Radiator
AAR Technical Service Center Corp.
Abilities, Inc.
Accurate Forming Corp.
AD-View Publishers Printing Corp.
ADEMCO, Division of Pittway Corp.
Advance Central Station Alarm Co.
Aircraft Finishing Corp.
Aladdin Transparent Packaging Corp.
All American Metal Corp.
American Bank Stationary (Clarke American)
American Biltrite, Inc.
American Precision Finishing Corp.
American Technical Ceramics Corp.
Arkwin Industries, Inc.
Armstrong World Industries, Inc.
AT&T Resource Management Corp.
Avery Label
Award Packaging Corp.
Baumann & Sons Buses, Inc.
Benjamin Moore & Co.
Beth Israel Hospital
Brookhaven Memorial Hospital Medical Center
C.J. Osborn Chemicals, Inc.
C.W. Post Center of L.I.U.
C-P Convertors, Inc.
CAMVAK International, Inc.
Castlereagh Press, Inc.
Cellu-Craft, Inc. (X Craft Inc.)
Center Laboratories Inc.
Central Aviation and Marine Corp.
Charles Ross & Son Company
Chemical Pollution Control, Inc.
ChemLawn Corp.
Coherent Communications Systems Corp.
Colonial Craft
Comstron Corp.
Continental Can Co.
Convertors Ink
Dasco Cleaners
Datacard Corp.
Designatronics, Inc.
Dionics, Inc.
Dorr-Oliver, Inc.
Driver-Harris Co.
Dytrol Corp.
Edgewood State Hospital
Electronic Devices, Inc.
Ell-Bee Chemical
Fabric Leather Corp.
Falcon Automotive Products, Inc.
Freeport, Village of
General Waste Oil Co.
Glendale Protective Technologies, Inc.
Gould, Inc.
Grumman Aerospace Corp.
GTE Products Corp.
H&N Chemical
Halm Industries Co., Inc.
Hartman Systems Co.
Hetem Bros., Inc.
Hitemco Division - Barson Composites Corp.
Inco Selective Surfaces, Inc./MPD Technology, Corp.
(Novamet Specialty Products Corporation)
Inscom Electronics Corp.
Irwin Measuring Tool Co.
ITM, Ltd.
J. Josephson, Inc.
Kimball Systems
Kirker Chemical Co.
Kleartone, Inc.
Lancaster Metals Science Corp.
Lawrence-McFadden Co.
Lin Pac Corrugated Container
Logus Mfg. Corp.
Long Island Lighting Company
Lyndal Chemical, Division of Millmaster Onyx Corp.
Magnetic Media Corp.
Marathon Carey McFall
Marconi Circuit Technology Corp. (formerly known as
Circuit Technology)
Marine Pollution Control
Marksmen Mfg., Inc.
Mattituck Airbase, Inc./Mattituck Aviation Corp.
Metal Improvement Co., Inc.
Milgray Electronics, Inc.
Mod-A-Can, Inc.
Monoplast Chemical Corp.
New York State Office of General Services
New York Telephone Co.
Newsday
Oakes Machine Corp.
Oneida Packaging (Pacquet Oneida, Inc.)
Orelube Corp.
Paxar Corp.
Penguin Industries, Inc.
Periphonics Corp.
Poly-Pak Industries, Inc.
Polymer Industries (Colonial Heights Packaging, Inc.)
Prestigeline Inc.
Pride Solvents & Chemical Co., Inc.
Public Service Electric and Gas Co.
Purex Corp.
Quantronix Corp.
Republic Electronics Co.
Ridge Printing Co., Inc.
Roche Biomedical Laboratories, Inc.
Rocky Point Auto Parts, Inc.
Schildwachter, Fred M. & Sons, Inc.

Secrest Handprints, Inc.
Shaw Aero Devices, Inc.
Solid Power, Inc.
South Nassau Communities Hospital
St. Francis Hospital
Technical Coatings Co.
Tekni-Plex Inc.
Telephonics Corp.
Thomson Industries, Inc.
Thrift Auto Painting Co., Inc.
Time Electronics Sales Co. (Time Electronics Division
of Avnet, Inc.)
Tire Supply Corp. of Suffolk
Transcontrol Corp.
Tri Metal Fabrication, Inc.
Ulano Corp.
Unifoil Corp.
United States Coast Guard
United States Veterans Administration
Utility Manufacturing Co., Inc.
Vernitron Corp.
Vicon Industries, Inc.
Volt Information Sciences, Inc.
Wallmates Vinyls, Inc.
Wantagh Union Free School District
Washington Molding
Wesco Steel Drum Co., Inc.
Willow Press, Inc.
Winkler Cleaners, Inc.

NON-DE MINIMIS GENERATORS

Ber Mar Corp.
Brookhaven National Laboratory
Calleia Bros., Inc.
Capitol Records, Inc.
Chamberlain Mfg. Corp.
Chemical Waste Disposal Corp.
Dayton T. Brown, Inc.
Dial Ace Uniform Supply Co.
Dri Print Foils, Inc.
General Electric Co.
General Instrument Corp.
The Glidden Company
Maken Industries, Inc.
Raffi & Swanson, Inc. (Surface Coatings, Inc.)
The Sherwin-Williams Company
Texaco Refining and Marketing, Inc.
Valspar Corp.
Waters Chromatograph, Division of Millipore Corp.
Westinghouse Electric Corp.

APPENDIX X

Owner-Defendant Signatories Subject to Section XXII(3)

A. The two sets of Owner Defendants and Owner Defendants in each set which are released and discharged according to the provisions of paragraph XXII(3) upon timely fulfillment of obligations set forth in paragraph B below, are:

Shore Realty Owners

Windsor Fuel Company, Inc.
Shore Realty Corp.
Donald LeoGrande
Joseph LeoGrande, Jr.
Joseph LeoGrande, Sr.

Saleh/Bartur Owners

Joseph Saleh
Amnon Bartur
Glenwood Realty Corp.

B. The obligations of each of the above sets of Owner Defendants are:

1. Shore Realty Owners - The Shore Realty Owners, by the date specified below, shall

a) Deliver in hand to the Disbursing Agent 14 days before the Closing by certified check or wire transfer in the TOTAL amount below made up of:

Cash contribution to settlement -	\$250,000
RI/FS costs -	55,333
Oversight costs	<u>4,160</u>
TOTAL	\$309,493

b) By 25 days before the Closing, deliver to the Receiver all Shore Realty Corp.'s shares of stock, by-laws, minutes, accounts, bank accounts, records, files, a certificate of good standing and signed resignation forms for all of Shore Realty Corp.'s officers and directors, together with all property of Shore Realty Corp. and appropriate corporate resolutions, for the purpose of implementing this Consent Judgment and conveying the Site to a future purchaser at an appropriate time.

2. Saleh/Bartur Owners - The Saleh/Bartur Owner Defendants, 14 days before the Closing, shall deliver in hand to the Disbursing Agent by certified check or wire transfer in the TOTAL amount below made up of

a)	Cash contribution to the settlement	\$200,000
b)	RI/FS costs	\$ 15,333
c)	Oversight costs	<u>\$ 3,380</u>
	TOTAL	\$218,713

APPENDIX Y

Owner Defendant Signatories Not Subject to Paragraph XXII(3)

A. Owner Defendants not subject to Section XXII(3) which are released and discharged according to the provision of Section XXII(4) of this Consent Judgment are:

1. Phillips Petroleum Company.

B. The pre-closing obligations of Phillips Petroleum Company, in addition to the obligations of an Owner Defendant not subject to Section XXII(3) of this Consent Judgment, are to pay in hand the Disbursing Agent 15 days before the Closing, by certified check or wire transfer:

1. A cash contribution in the amount of \$2,630,000 minus (at Phillips' discretion) \$500,000 which is a pledge of the estimated value of the land as provided in Section IX(2)(a) hereof.
- \$2,130,000
 2. An RI/FS contribution of \$12,517; and - \$ 12,517
 3. Oversight cost payments of \$82,460 - \$ 82,460
 4. Natural Resources Damages Payments
of \$49,600 - \$ 49,600
- TOTAL \$2,274,577

APPENDIX Z

(not used)

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION II

-----X
IN THE MATTER OF:

SHORE REALTY SITE,
also known as
APPLIED ENVIRONMENTAL
SERVICES SITE
GLENWOOD LANDING, NEW YORK

Index No.
II CERCLA-122-20201

A & T AUTO RADIATOR; AAR TECHNICAL)
SERVICE CENTER CORP.; ABILITIES,)
INC.; ACCURATE FORMING CORP.;)
AD-VIEW PUBLISHERS PRINTING CORP.;)
ADEMCO, DIVISION OF PITTMAN CORP.;)
ADVANCE CENTRAL STATION ALARM CO.;)
AIRCRAFT FINISHING CORP.; ALADDIN)
TRANSPARENT PACKAGING CORP.; ALL)
AMERICAN METAL CORP.; AMERICAN BANK)
STATIONARY; AMERICAN BILTRITE,)
INC.; AMERICAN PRECISION FINISHING)
CORP.; AMERICAN TECHNICAL CERAMICS)
CORP.; ARKWIN INDUSTRIES, INC.;)
ARMSTRONG WORLD INDUSTRIES, INC.;)
AT&T RESOURCE MANAGEMENT CORP.;)
AVERY LABEL; AWARD PACKAGING CORP.;)
BAUMANN & SONS BUSES, INC.;)
BENJAMIN MOORE & CO.; BETH ISRAEL)
HOSPITAL; BROOKHAVEN MEMORIAL)
HOSPITAL MEDICAL CENTER; C.J.)
OSBORN CHEMICALS, INC.; C.W. POST)
CENTER OF L.I.U.; C-P CONVERTORS,)
INC.; CAMVAK INTERNATIONAL, INC.;)
CASTLEREAGH PRESS, INC.; CELLU)
CRAFT, INC.; CENTER LABORATORIES)
INC.; CENTRAL AVIATION AND MARINE)
CORP.; CHARLES ROSS & SON COMPANY;)
CHEMICAL POLLUTION CONTROL, INC.;)
CHEMLAWN CORP.; COHERENT)
COMMUNICATIONS SYSTEMS CORP.;)
COLONIAL CRAFT; COMSTRON CORP.;)
CONTINENTAL CAN CO.; CONVERTORS)
INK; DASCO CLEANERS; DATACARD)
CORP.; DESIGNATRONICS, INC.;)
DIONICS, INC.; DORR-OLIVER, INC.;)
DRIVER-HARRIS CO.; DYTROL CORP.;)
EDGEWOOD STATE HOSPITAL; ELECTRONIC)
DEVICES, INC.; ELL-BEE CHEMICAL;)
FABRIC LEATHER CORP.; FALCON)
AUTOMOTIVE PRODUCTS, INC.;)
FREEPORT, VILLAGE OF; GENERAL WASTE)

OIL CO.; GLENDALE PROTECTIVE)
 TECHNOLOGIES, INC.; GOULD, INC.;)
 GRUMMAN AEROSPACE CORP.; GTE)
 PRODUCTS CORP.; H&N CHEMICAL; HALM)
 INDUSTRIES CO., INC.; HARTMAN)
 SYSTEMS CO.; HETEM BROS., INC.;)
 HITEMCO DIVISION - BARSON)
 COMPOSITES CORP.; INCO SELECTIVE)
 SURFACES, INC./MPD TECHNOLOGY,)
 CORP.; INSCOM ELECTRONICS CORP.;)
 IRWIN MEASURING TOOL CO.; ITM,)
 LTD.; J. JOSEPHSON, INC.; KIMBALL)
 SYSTEMS; KIRKER CHEMICAL CO.;)
 KLEARTONE, INC.; LANCASTER METALS)
 SCIENCE CORP.; LAWRENCE-MCFADDEN)
 CO.; LIN PAC CORRUGATED CONTAINER;)
 LOGUS MFG. CORP.; LONG ISLAND)
 LIGHTING COMPANY; LYNDAL CHEMICAL,)
 DIVISION OF MILLMASTER ONYX CORP.;)
 MAGNETIC MEDIA CORP.; MARATHON)
 CAREY MCFALL; MARCONI CIRCUIT)
 TECHNOLOGY CORP. (formerly known as)
 Circuit Technology); MARINE)
 POLLUTION CONTROL; MARKSMEN MFG.,)
 INC.; MATTITUCK AIRBASE, INC./)
 MATTITUCK AVIATION CORP.; METAL)
 IMPROVEMENT CO., INC.; MILGRAY)
 ELECTRONICS, INC.; MOD-A-CAN CORP.;)
 MONOPLAST CHEMICAL CORP.; NEW YORK)
 STATE OFFICE OF GENERAL SERVICES;)
 NEW YORK TELEPHONE CO.; NEWSDAY;)
 OAKES MACHINE CORP.; ONEIDA)
 PACKAGING; ORELUBE CORP.; PAXAR)
 CORP.; PENGUIN INDUSTRIES, INC.;)
 PERIPHONICS CORP.; POLY-PAK)
 INDUSTRIES, INC.; POLYMER)
 INDUSTRIES; PRESTIGELINE INC.;)
 PRIDE SOLVENTS & CHEMICAL CO.,)
 INC.; PUBLIC SERVICE ELECTRIC AND)
 GAS CO.; PUREX CORP.; QUANTRONIX)
 CORP.; REPUBLIC ELECTRONICS CO.;)
 RIDGE PRINTING CO., INC.; ROCHE)
 BIOMEDICAL LABORATORIES, INC.;)
 ROCKY POINT AUTO PARTS, INC.;)
 SCHILDWACHTER, FRED M. & SONS;)
 SECREST HANDPRINTS, INC.; SHAW AERO)
 DEVICES, INC.; SOLID POWER, INC.;)
 SOUTH NASSAU COMMUNITIES HOSPITAL;)
 ST. FRANCIS HOSPITAL; TECHNICAL)
 COATINGS CO.; TEKNI-PLEX INC.;)
 TELEPHONICS CORP.; THOMSON)
 INDUSTRIES, INC.; THRIFT AUTO)

PAINTING CO., INC.; TIME)
 ELECTRONICS SALES CO.; TIRE SUPPLY)
 CORP. OF SUFFOLK; TRANSCONTROL)
 CORP.; TRI METAL FABRICATION, INC.;)
 ULANO CORP.; UNIFOIL CORP.; UNITED)
 STATES COAST GUARD; UNITED STATES)
 VETERANS ADMINISTRATION; UTILITY)
 MANUFACTURING CO., INC.; VERNITRON)
 CORP.; VICON INDUSTRIES, INC.; VOLT)
 INFORMATION SCIENCES, INC.;)
 WALLMATES VINYLs, INC.; WALT'S AUTO)
 RADIATOR & HEATER; WANTAGH UNION)
 FREE SCHOOL DISTRICT; WASHINGTON)
 MOLDING; WESCO STEEL DRUM CO., INC.;)
 WILLOW PRESS, INC.; WINKLER)
 CLEANERS, INC.)

Proceeding under Section 122(g)(4))
 of the Comprehensive Environmental)
 Response, Compensation, and)
 Liability Act of 1980, as amended,)
 42 U.S.C. §9622(g)(4))
 -----X

ADMINISTRATIVE ORDER ON CONSENT

I. JURISDICTION

1. This Administrative Order on Consent ("Consent Order") is issued pursuant to the authority vested in the President of the United States by Section 122(g)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. §9622(g)(4), to reach settlements in actions under Section 106 or 107(a) of CERCLA, 42 U.S.C. §§9606, 9607(a). The authority vested in the President has been delegated to the Administrator of the United States Environmental Protection Agency ("EPA") by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987) and further delegated to the Regional Administrators of EPA by EPA Delegation No. 14-14-E (Sept. 13, 1987). Settling Respondents, as hereinafter defined, agree and consent to the jurisdiction of EPA to issue this Consent Order and agree not to contest such jurisdiction in any subsequent proceedings to implement or enforce this Consent Order.

II. PURPOSE

2. The purpose of this Consent Order is to reach a de minimis settlement between EPA and the Settling Respondents pursuant to Section 122(g) of CERCLA, 42 U.S.C. §9622(g).

III. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Order which are defined in CERCLA or in regulations promulgated pursuant to CERCLA shall have the meaning assigned to them in CERCLA or such regulations. Whenever the terms listed below are used in this Consent Order, the following definitions shall apply.

a. "CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§9601--9675.

b. "EPA" means the United States Environmental Protection Agency and any successor departments or agencies of the United States.

c. "Disbursing Agent" shall mean Bankers Trust Company which shall receive funds described in paragraphs IX(1) and IX(2) of the Shore Realty Consent Judgment, hold such funds in an account to be established in such bank and cause such funds to be distributed in accordance with the provisions of paragraphs IX(6) through IX(8) of the Shore Realty Consent Judgment.

d. "Future Response Costs" means all costs that are not inconsistent with the National Contingency Plan, including, but not limited to, direct and indirect costs, that the United States incurs following the effective date of this Consent Order with regard to the Site, including, but not limited to, overseeing both (1) the remedial action and (2) all other activities to be conducted pursuant to the Shore Realty Consent Decree. Future Response Costs includes, but is not limited to, payroll costs, contractor costs, travel costs, laboratory costs, and the costs of reviewing or developing plans, reports and other items pursuant to the Shore Realty Consent Judgment or otherwise implementing or enforcing this Consent Order, except those enforcement costs reserved in Paragraph 47.

e. "NYSDEC" means the New York State Department of Environmental Conservation and any successor departments or agencies of the State of New York.

f. "Past Response Costs" means all costs, including but not limited to interest, direct costs and indirect costs, incurred by the United States with regard to the Site prior to the effective date of this Consent Order, which are not inconsistent with the National Contingency Plan.

g. "Settling Federal Agency Respondents" means the agencies or departments of the United States that execute a signature page to this Consent Order.

h. "Settling Non-Federal Agency Respondents" means the non-federal agency entities that execute a signature page to this Consent Order and their officers, directors, receivers, trustees, agents, successors and assigns.

i. "Settling Respondents" means the Settling Non-Federal Agency Respondents and the Settling Federal Agency Respondents collectively or singularly, as appropriate.

j. "Shore Realty Consent Judgment" means that consent judgment entered into by the State and certain defendants in the case of State of New York v. Shore Realty Corp., Nos. 84 CV 0864 and 85 CV 2270 (E.D.N.Y.), pursuant to which said certain defendants, among other things, shall undertake a remedial action consistent with the Record of Decision issued by NYSDEC and EPA in June, 1991. The Shore Realty Consent Judgment is to be lodged with the District Court for a public comment period on or after the date upon which this Consent Order shall be executed. Pursuant to the Shore Realty Consent Judgment, the Glenwood Landing Remedial Trust is to be established. The Glenwood Landing Remedial Trust shall be the entity which, in the first instance, shall implement the remedial action for the Site.

k. "Site" means the Shore Realty Site, also known as the Applied Environmental Services, Inc. Site or AES Site located at One Shore Road, Glenwood Landing, Nassau County, New York, as described in the Record of Decision for the Site issued by EPA and NYSDEC in June, 1991.

l. "State" means the State of New York, including its agencies, departments and instrumentalities.

m. "United States" means the United States of America, including its agencies, departments and instrumentalities.

IV. FINDINGS OF FACT

4. The Site is located at One Shore Road, Glenwood Landing, Nassau County, New York. The Site is included as site number 454 on the National Priorities List which is set forth at 40 C.F.R. Part 300, App. B. The National Priorities List is a list of known releases or threatened releases of hazardous substances, pollutants or contaminants throughout the United States and is promulgated by EPA pursuant to Section 105 of CERCLA, 42 U.S.C. §9605.

5. The Site is approximately 3.2 acres in size and is located on part of a peninsula on the east shore of Hempstead Harbor directly north of Mott's Cove. The Site is surrounded by industrial, commercial, and residential areas. There are no drinking water supply wells within one (1) mile of the Site. Twelve (12) non-public groundwater wells within one (1) mile of

the Site are used for industrial, irrigation, and observation purposes. The principal aquifers beneath the Site include the Upper Glacial, Port Washington, and Lloyd aquifers, and these aquifers are used to varying degrees as sources of groundwater. Groundwater beneath the Site discharges to Hempstead Harbor to the west and south.

6. The Site was first used for the bulk storage of petroleum products. In or about 1974, part of the Site was leased to Mattiace Petrochemical Company ("Mattiace") which used it for the storage and distribution of chemical solvents. Numerous spills of organic chemicals are reported to have occurred during the period of Mattiace's occupancy of the Site. In or about 1980, the Site was sold to new owners, who in turn, leased the Site to Applied Environmental Services ("AES"). AES operated the Site, in part, as a hazardous waste storage facility. Shore Realty Corporation ("Shore Realty") purchased the Site in October 1983 and evicted AES from the Site in January 1984.

7. The State initiated a lawsuit against Shore Realty and its owner, Fonald LeoGrande, in February 1984. Shore Realty and Mr. LeoGrande subsequently brought into the action numerous other entities, including the prior landowners, prior on-Site operators, and other entities that are alleged to be liable for conditions at the Site.

8. To date, several response actions have occurred at the Site. Between June and September 1984, Shore Realty removed 255 of 410 drums that were present on the Site. NYSDEC hired a contractor to remove the hazardous substances stored in tanks and containers. In February 1987, a number of entities that allegedly sent chemicals to the Site jointly retained a consultant, Roux Associates, Inc. ("Roux"), to perform a remedial investigation and feasibility study ("RI/FS") of the Site. Roux's April 1991 RI/FS report was accepted for the purposes of preparing a proposed remedial plan and for public inspection. The State oversaw the conduct of the RI/FS and EPA has reviewed and commented upon certain documents and data developed during the course of the RI/FS.

9. In June, 1991, NYSDEC and EPA jointly issued a Record of Decision ("ROD") documenting their selection of a remedial action for the Site. The major components of the remedial action, as set forth in the ROD, include:

(a) active venting, by vacuum extraction, of contaminated unsaturated soils;

(b) collection of contaminated groundwater from a series of shallow groundwater extraction wells;

(c) treatment of the collected groundwater by air-stripping;

(d) reinjection of treated groundwater along with nutrients and a chemical source of oxygen to stimulate the growth of indigenous bacteria capable of degrading contaminants in the groundwater and saturated soils; and

(e) treatment (e.g., catalytic oxidation) of contaminant-laden vapors from the vacuum extraction and air-stripping processes before release to the environment.

10. Hazardous substances within the definition of Section 101(14) of CERCLA, 42 U.S.C. §9601(14), have been or are threatened to be released into the environment at or from the Site.

11. As a result of the release or threatened release of hazardous substances into the environment, NYSDEC and EPA have undertaken response actions at the Site under Section 104 of CERCLA, 42 U.S.C. §9604, and will undertake response actions in the future. In particular, NYSDEC removed certain hazardous substances from the Site and has overseen the conduct of the RI/FS. EPA has reviewed and commented upon certain documents and data developed during the course of the RI/FS. NYSDEC and EPA have selected a remedial action for the Site and have jointly issued a ROD documenting that selection.

12. In performing response actions, EPA has incurred and will continue to incur response costs at or in connection with the Site. As of the effective date of this Consent Order, EPA has incurred approximately \$125,000 in Past Response Costs and anticipates incurring \$150,000 in Future Response Costs.

13. It is EPA's belief that information currently known to EPA indicates that each Settling Respondent to this Consent Order arranged for disposal or treatment at the Site, or arranged with a transporter for disposal or treatment at the Site, of a hazardous substance owned or possessed by such Settling Respondent, or accepted a hazardous substance for transport to the Site.

14. It is EPA's belief that information currently known to EPA indicates that the amount of hazardous substances contributed to the Site by each Settling Respondent does not equal or exceed one percent (1%) of the hazardous substances at the Site, and that the toxic or other hazardous effects of the substances contributed by each Settling Respondent to the Site do not contribute disproportionately to the cumulative toxic or other hazardous effects of the hazardous substances at the Site. Attachment 1 to this Consent Order, which is incorporated herein by reference, sets forth the volume of hazardous substances and

the percentage of total volume of hazardous substances contributed to the Site by numerous entities, including but not limited to the Settling Respondents.

15. In evaluating the settlement embodied in this Consent Order, EPA has considered the potential costs of remediating contamination at or in connection with the Site, taking into account possible cost overruns in overseeing the remedial action consistent with the ROD, and possible future costs if the remedial action consistent with the ROD is not protective of public health or the environment.

16. Payments required to be made by each Settling Respondent pursuant to this Consent Order are a minor portion of the total response costs at the Site, including both costs incurred and costs anticipated to be incurred by EPA. The costs of implementation of the remedial action set forth in the ROD are estimated by NYSDEC and EPA to be approximately \$4,507,000.

17. EPA has identified persons other than the Settling Respondents who owned or operated the Site, or who arranged for disposal or treatment, or arranged with a transporter for disposal or treatment, of a hazardous substance owned or possessed by such person at the Site, or who accepted a hazardous substance for transport to the Site. EPA has considered the potential liability of these non-settling parties in evaluating the settlement embodied in this Consent Order.

V. DETERMINATIONS

18. Based upon the Findings of Fact set forth above and on the administrative record for this Site, EPA has made the determinations set forth in this Section.

19. The Site is a "facility" as that term is defined in Section 101(9) of CERCLA, 42 U.S.C. §9601(9).

20. Each Settling Respondent is a "person" as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. §9601(21).

21. Each Settling Respondent is a potentially responsible party within the meaning of Section 107(a) and 122(g)(1) of CERCLA, 42 U.S.C. §§9607(a), 9622(g)(1).

22. The past, present or future migration of hazardous substances at or from the Site constitutes an actual or threatened "release" as that term is defined in Section 101(22) of CERCLA, 42 U.S.C. §9601(22).

23. Prompt settlement with the Settling Respondents is practicable and in the public interest within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. §9622(g)(1).

24. This Consent Order involves only a minor portion of the response costs at the Site with respect to each Settling Respondent pursuant to Section 122(g)(1) of CERCLA, 42 U.S.C. §9622(g)(1).

25. The amount of hazardous substances contributed to the Site by each Settling Respondent and the toxic or other hazardous effects of the hazardous substances contributed to the Site by each Settling Respondent are minimal in comparison to other hazardous substances at the Site pursuant to Section 122(g)(1)(A) of CERCLA, 42 U.S.C. §9622(g)(1)(A).

26. In accordance with Section 122(j)(1) of CERCLA, 42 U.S.C. §9621(j)(1), the U.S. Department of the Interior and the National Oceanic and Atmospheric Administration of the U.S. Department of Commerce were notified on June 21, 1991, of negotiations with the Settling Respondents regarding the release of hazardous substances that may have resulted in injury to the natural resources under Federal trusteeship and were encouraged to participate in the negotiation of this Order.

VI. NO ADMISSION OF LIABILITY

27. EPA and the Settling Respondents hereby agree that the actions undertaken by the Settling Respondents in accordance with this Consent Order do not constitute an admission of liability by any Settling Respondent. The Settling Respondents do not admit that they have any legal or equitable liability in connection with the Site or arising under any federal, state or local statute, regulation or common law for any endangerment, nuisance or response, removal or remedial costs incurred by or to be incurred by the United States, or for damages caused by the storage, treatment, handling, or disposal activities, by any alleged release or threatened release of hazardous substances to, at, from or near the Site, or by hazardous substances, if any, disposed of by, or on behalf of the Settling Respondents at the Site. This Consent Order shall not be used as evidence in any judicial or administrative proceeding except one to enforce this Consent Order.

VII. ORDER

28. Based upon the administrative record for this Site and the Statement of Facts and Determinations set forth herein, and in consideration of the promises and covenants set forth herein, it is hereby AGREED TO AND ORDERED:

VIII. PAYMENTS BY SETTLING NON-FEDERAL AGENCY RESPONDENTS

29. The Settling Non-Federal Agency Respondents, as a group, shall pay to the Hazardous Substance Superfund, as provided in Paragraph 30, the sum of their respective amounts, for which amount each Settling Non-Federal Agency Respondent shall be individually liable, set forth in attachment 2 to this Order, which is incorporated herein by reference, within forty-five (45) days of the effective date of this Consent Order. This payment shall constitute payment for Past Response Costs and Future Response Costs.

30. The method of payment shall be for the Settling Non-Federal Agency Respondents to submit their payments to the disbursing agent appointed in accordance with the Shore Realty Consent Judgment, who shall then transmit all of the funds due pursuant to this Consent Order to the Hazardous Substance Superfund within forty-five (45) days of the effective date of this Consent Order. Such payment shall be made by a certified or cashier's check made payable to "EPA Hazardous Substance Superfund," shall reference the site name and the index number of this Consent Order, and shall be sent to:

EPA Region II
Attn: Superfund Accounting
P.O. Box 360188M
Pittsburgh, Pennsylvania 15251

31. In addition to the payment required by Paragraph 29, each Settling Non-Federal Agency Respondent shall pay to the Glenwood Landing Remedial Trust, through the disbursing agent appointed in accordance with the Shore Realty Consent Judgment, a premium consisting of a "base premium" and a "percentage premium" of not less than sixty percent (60%) of its allocated share of response costs, within forty-five (45) days of the effective date of this Consent Order. The Liaison Counsel for the Shore Realty Consent Judgment shall, within thirty (30) days after payment of the premium to the Glenwood Landing Remedial Trust, identify to EPA the amount of the premium payment contributed by each Settling Non-Federal Agency Respondent.

32. Payments made pursuant to this Section VIII are not sanctions or penalties.

IX. PAYMENTS BY SETTLING FEDERAL AGENCY RESPONDENTS

33. Each Settling Federal Agency Respondent shall pay to the Hazardous Substance Superfund, as provided in Paragraph 34, its respective amount set forth in Attachment 2, for which amount each Settling Federal Agency Respondent shall be individually liable, within one hundred and eighty (180) days of the effective

date of this Consent Order. This payment shall constitute payment for Past Response Costs and Future Response Costs.

34. The method of payment shall be for the Settling Federal Agency Respondents to submit their payments to the disbursing agent appointed in accordance with the Shore Realty Consent Judgment, who shall then transmit all of the funds due pursuant to this Consent Order to the Hazardous Substance Superfund within one hundred and eighty (180) days of the effective date of this Consent Order. Such payment shall be made by a certified or cashier's check made payable to "EPA Hazardous Substance Superfund," shall reference the site name and the index number of this Consent Order, and shall be sent to:

EPA Region II
Attn: Superfund Accounting
P.O. Box 360188M
Pittsburgh, Pennsylvania 15251

35. In addition to the payment required by Paragraph 33, each Settling Federal Agency Respondent shall pay to the Glenwood Landing Remedial Trust, through the disbursing agent appointed in accordance with the Shore Realty Consent Judgment, a premium consisting of a "base premium" and a "percentage premium" of not less than sixty percent (60%) of its allocated share of response costs, within one hundred and eighty (180) days of the effective date of this Consent Order. The Liaison Counsel for the Shore Realty Consent Judgment shall, within thirty (30) days after payment of the premium to the Glenwood Landing Remedial Trust, identify to EPA the amount of the premium payment contributed by each Settling Federal Agency Respondent.

36. Payments by each Settling Federal Agency Respondent are subject to the availability of appropriated funds. No provision of this Consent Order shall be interpreted as or constitute a commitment or requirement that any Settling Federal Agency Respondent obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. §1341.

X. NOTIFICATIONS

37. On the same date that Settling Respondents forward their checks and any accompanying cover letters pursuant to Paragraphs 29, 31, 33, and 35, they shall send copies of such checks and cover letters and a list of each Settling Respondent which contributed funds to such checks to each of the following addressees:

Chief, New York/Caribbean Superfund Branch
Office of Regional Counsel
U.S. Environmental Protection Agency, Region II
26 Federal Plaza

New York, New York 10278
Attn: Shore Realty/AES Site Attorney

Chief, New York/Caribbean Compliance Branch
Emergency and Remedial Response Division
U.S. Environmental Protection Agency, Region II
26 Federal Plaza
New York, New York 10278
Attn: Shore Realty/AES Site Project Manager

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
Ben Franklin Station
P.O. Box 7611
Washington, D.C. 20044-7611
Re: DOJ # 90-11-3-72A

Any other notifications Settling Respondents must provide to EPA or to the United States pursuant to this Consent Order shall be sent to the addressees above.

XI. PENALTIES

38. Each Settling Non-Federal Agency Respondent shall be liable to EPA for stipulated penalties in the amounts set forth in this paragraph for failure to comply with the terms of this Consent Order. Compliance with the terms of this Consent Order shall include making the payments required by Paragraphs 29 and 31. The following stipulated penalties shall be payable to EPA per violation per day for any non-compliance with this Consent Order:

<u>Penalty Per Violation Per Day</u>	<u>Period of Non-Compliance</u>
1st through 7th day	\$ 500
8th through 15th day	\$1,000
16th through 30th day	\$1,500
31st day and beyond	\$2,500

39. All penalties shall begin to accrue on the day after the complete performance is due and shall continue to accrue through the final day of the correction of the non-compliance.

40. Following EPA's determination that any Settling Non-Federal Agency Respondent has failed to comply with a term of this Consent Order, EPA may give such Settling Non-Federal Agency Respondent written notification of the same and describe the non-compliance. EPA may send such Settling Non-Federal Agency Respondent a written demand for the payment of the penalties. However, penalties shall accrue as provided in Paragraph 38 regardless of whether EPA has notified the Settling Non-Federal

Agency Respondent of its failure to comply with this Consent Order.

41. All penalties owed to EPA under this Section XI shall be due and payable within thirty (30) days of the receipt by the Settling Non-Federal Agency Respondent from EPA of a demand for payment of the penalties. All payments under this Section XI shall be paid by certified or cashier's check made payable to "EPA Hazardous Substance Superfund," shall reference the site name and the index number of this Consent Order, and shall be sent to:

EPA Region II
Attn: Superfund Accounting
P.O. Box 360188M
Pittsburgh, Pennsylvania 15251

Copies of such checks and any accompanying cover letters shall be sent to the addressees set forth in Paragraph 37.

42. If a Settling Non-Federal Agency Respondent fails to pay stipulated penalties when due, EPA and the United States may institute proceedings to collect the penalties, as well as interest. The Settling Non-Federal Agency Respondent shall pay interest on the unpaid balance, which shall begin to accrue on the date of demand made pursuant to Paragraph 40 at the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C. §9607(a).

43. Nothing in this Consent Order shall be construed as prohibiting, altering, or in any way limiting the ability of EPA or the United States to seek any other remedies or sanctions available by virtue of a Settling Respondent's failure to comply with this Consent Order or of the statutes and regulations upon which it is based, including, but not limited to, civil penalties pursuant to Section 122(1) of CERCLA, 42 U.S.C. §9622(1).

44. No payments made pursuant to this Section XI shall be tax deductible for federal or state tax purposes.

XII. CERTIFICATION OF SETTLING RESPONDENTS

45. Each Settling Respondent certifies that, to the best of its knowledge and belief, it has provided to the State all information currently in its possession, or in the possession of its officers, directors, employees, contractors or agents, which relates in any way to the ownership, operation, generation, treatment, transportation or disposal of hazardous substances at or in connection with the Site. Such information has resulted in the development of Attachment 1. Attachment 1 sets forth the volume of hazardous substances and the percentage of total volume of hazardous substances contributed to the Site by numerous

entities, including, but not limited to, the Settling Respondents.

XIII. COVENANTS NOT TO SUE BY EPA

46. In consideration of the payments that will be made by the Settling Respondents under the terms of this Consent Order, and except as specifically provided in Paragraph 47, EPA covenants not to sue or to take any other civil or administrative action against any of the Settling Respondents pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§9606, 9607(a), and §7003 of the Resource Conservation and Recovery Act, 42 U.S.C. §6973, for recovery of Past Response Costs and Future Response Costs. These covenants not to sue with respect to each Settling Respondent shall take effect upon the receipt by EPA of the payments required by Paragraphs 29 or 33, respectively, and the receipt by the Glenwood Landing Remedial Trust of the payments required by Paragraphs 31 or 35, respectively. These covenants not to sue shall not extend to any Settling Respondent to this Consent Order that does not fulfill all obligations required of it by this Consent Order and they shall extend only to Settling Respondents which fulfill all obligations required of them by this Consent Order. These covenants do not extend to any other person.

47. General Reservation of Rights. This Consent Order is without prejudice to, all rights against the Settling Respondents with respect to all matters other than those specified in Paragraph 46, including the following:

- (1) claims based on a failure by any Settling Respondent to meet a requirement of this Consent Order;
- (2) liability for damages for injury to, destruction of, assessment of loss of, or loss of natural resources ;
- (3) criminal liability; and
- (4) liability for costs that the United States will incur related to the Site but which are not within the definition of Past Response Costs and Future Response Costs.

In the case of (1) above, liability shall arise only as to the particular Settling Respondent or Settling Respondents having failed to make the required payments, and such Settling Respondent or Settling Respondents shall be liable for enforcement costs related to all efforts to collect its or their required payments.

48. Nothing in this Consent Order constitutes a covenant not to sue or to take action by or otherwise limits the ability of the United States, including EPA, to seek or obtain further

relief from any of the Settling Respondents, and the covenant not to sue in Section XIII of this Consent Order is null and void in regard to any Settling Respondent, if:

(a) information not currently known to EPA is discovered which indicates that said Settling Respondent contributed hazardous substances to the Site in such greater amount or of such greater toxic or other hazardous effects that said Settling Respondent no longer qualifies as a de minimis party at the Site because said Settling Respondent contributed equal to or greater than one percent (1%) of the hazardous substances at the Site or contributed hazardous substances which contributed disproportionately to the cumulative toxic or other hazardous effects of the hazardous substances at the Site; or

(b) said Settling Respondent has failed to provide to the State all information currently in its possession, or in the possession of its officers, directors, employees, contractors or agents, which relates in any way to the ownership, operation, generation, treatment, transportation or disposal of hazardous substances at or in connection with the Site, such information being used in the development of Attachment 1 which sets forth the volume of hazardous substances and the percentage of total volume of hazardous substances contributed to the Site by numerous entities, including, but not limited to, the Settling Respondents.

49. Notwithstanding any of the provisions of this Consent Order, EPA retains all authority and reserves all rights to take any and all response actions authorized by law.

XIV. COVENANTS BY SETTLING RESPONDENTS

50. The Settling Respondents hereby covenant not to sue and agree not to assert any claims or causes of action against the United States with respect to the Site or this Consent Order, including, but not limited to, any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. §9507) through Sections 106(b)(2), 111, 112, 113 of CERCLA, 42 U.S.C. §§9606(b)(2), 9611, 9612, 9613, any other provision of law or any claims arising out of response activities at the Site. Additionally, if either the United States Coast Guard or United States Veterans Administration (or their successors) is a Settling Federal Agency Respondent to this Consent Order, the Settling Non-Federal Agency Respondents hereby covenant not to sue and agree not to assert any claims or causes of action against such Settling Federal Agency Respondent under Section 107 or 113 of CERCLA related to the Site, 42 U.S.C. §§9607; 9613, and if both the United States Coast Guard and United States Veterans Administration (or their successors) are Settling Federal Agency Respondents to this Consent Order, the Settling Non-Federal

Agency Respondents hereby covenant not to sue and agree not to assert any claims or causes of action against the United States under Section 107 or 113 of CERCLA related to the Site, 42 U.S.C. §§9607, 9613. Nothing in this Consent Order shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. §9611, or 40 C.F.R. §300.700(d).

XV. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION

51. Nothing in this Consent Order shall be construed to create any rights in, grant any cause of action to, or waive or nullify any rights of, any person not a party to this Consent Order. Each of the parties to this Consent Order expressly reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a party hereto.

52. With regard to claims for contribution against the Settling Respondents for matters addressed in this Consent Order, the parties hereto agree that the Settling Respondents are entitled to such protection from contribution actions or claims as is provided by Section 122(g)(5) of CERCLA, 42 U.S.C. §9622(g)(5).

53. The Settling Respondents agree that with respect to any suit or claim for contribution brought by them for matters related to this Consent Order they will notify the parties listed in Paragraph 37 in writing no later than twenty (20) days prior to the initiation of such suit or claim and furnish such parties copies of the complaints or petitions concerning such contribution. In addition, the Settling Respondents shall notify such parties within ten (10) days of filing of any Motion for Summary Judgment and within twenty (20) days of receipt of any order from a court setting a case for trial and furnish to such parties copies of such motions and orders.

54. The Settling Respondents also agree that with respect to any suit or claim for contribution brought against them for matters related to this Consent Order they will notify the parties listed in Paragraph 37 in writing within twenty (20) days of service of the complaint upon them and furnish such parties copies of the complaints or petitions concerning such contribution. In addition, the Settling Respondents shall notify such parties within ten (10) days of service or receipt of any Motion for Summary Judgment and within twenty (20) days of receipt of any order from a court setting a case for trial and furnish to such parties copies of such motions and orders.

XVI. PARTIES BOUND

55. This Consent Order shall apply to and be binding upon the Settling Respondents and their directors, officers, employees, agents, successors and assigns. Each signatory to this Consent Order represents that he or she is fully authorized to enter into the terms and conditions of this Consent Order and to bind legally the Settling Respondent represented by him or her. Any change in ownership or corporate status of a Settling Respondent including, but not limited to, any transfer of assets or real or personal property shall in no way alter such Settling Respondent's responsibilities under this Consent Order.

XVII. PUBLIC COMMENT

56. The settlement embodied in this Consent Order shall be subject to the notice and public comment provisions of Section 122(i) of CERCLA, 42 U.S.C. §9622(i), and shall be subject to a public comment period of at least thirty (30) days. In accordance with Section 122(i)(3) of CERCLA, 42 U.S.C. §9622(i)(3), EPA may withdraw consent to this Consent Order if comments received disclose facts or considerations which indicate that this Consent Order is inappropriate, improper or inadequate.

XVIII. EXECUTION OF SIGNATURES

57. This Consent Order may be executed in two (2) or more counterparts by the Settling Respondents, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

XIX. EFFECTIVE DATE

58. The effective date of this Consent Order shall be the date that, contingent upon EPA's approval of this Consent Order and the Non-De Minimis Administrative Cost Recovery Agreement as required by Paragraph 13(c) of the Pre-Closing Order to the Shore Realty Consent Judgment, the United States District Court enters the Shore Realty Consent Judgment in the case of State of New York v. Shore Realty Corp., Nos. 84 Civ. 0864 and 85 Civ. 2270 (E.D.N.Y.) concerning implementation of a remedial action at the Site. For the purposes of Paragraph 9(c) of the Pre-Closing Order to the Shore Realty Consent Judgment, EPA will have "approved" this Consent Order when (a) the Regional Administrator, EPA, Region II, signs the Consent Order, and (b) the public comment period referred to in Paragraph 56 of this Consent Order has closed and the comments received, if any, do not require modification of the Consent Order or withdrawal by EPA from this Consent Order.

The 136 Respondents identified below enter into this Administrative Order on Consent Index No. II CERCLA-122-20201 (In the Matter of Shore Realty Site, also known as Applied Environmental Services Site) and have had an opportunity to confer with EPA regarding this Agreement:

A & T Auto Radiator
AAR Technical Service Center Corp.
Abilities, Inc.
Accurate Forming Corp.
AF-View Publishers Printing Corp.
ADEMCO, Division of Pittway Corp.
Advance Central Station Alarm Co.
Aircraft Finishing Corp.
Aladdin Transparent Packaging Corp.
All American Metal Corp.
American Bank Stationary
American Biltrite, Inc.
American Precision Finishing Corp.
American Technical Ceramics Corp.
Arkwin Industries, Inc.
Armstrong World Industries, Inc.
AT&T Resource Management Corp.
Avery Label
Award Packaging Corp.
Baumann & Sons Buses, Inc.
Benjamin Moore & Co.
Beth Israel Hospital
Brookhaven Memorial Hospital Medical Center
C.J. Osborn Chemicals, Inc.
C.W. Post Center of L.I.U.
C-P Convertors, Inc.
CAMVAK International, Inc.
Castlereagh Press, Inc.
Cellu Craft, Inc.
Center Laboratories Inc.
Central Aviation and Marine Corp.
Charles Ross & Son Company
Chemical Pollution Control, Inc.
ChemLawn Corp.
Coherent Communications Systems Corp.
Colonial Craft
Comstron Corp.
Continental Can Co.
Convertors Ink
Dasco Cleaners
Datacard Corp.
Designatronics, Inc.
Dionics, Inc.
Dorr-Oliver, Inc.
Driver-Harris Co.

Dytrol Corp.
 Edgewood State Hospital
 Electronic Devices, Inc.
 Ell-Bee Chemical
 Fabric Leather Corp.
 Falcon Automotive Products, Inc.
 Freeport, Village of
 General Waste Oil Co.
 Glendale Protective Technologies, Inc.
 Gould, Inc.
 Grumman Aerospace Corp.
 GTE Products Corp.
 H&N Chemical
 Halm Industries Co., Inc.
 Hartman Systems Co.
 Hetem Bros., Inc.
 Hitemco Division - Barson Composites Corp.
 Inco Selective Surfaces, Inc./MPD Technology, Corp.
 Inscom Electronics Corp.
 Irwin Measuring Tool Co.
 ITM, Ltd.
 J. Josephson, Inc.
 Kimball Systems
 Kirker Chemical Co.
 Kleartone, Inc.
 Lancaster Metals Science Corp.
 Lawrence-McFadden Co.
 Lin Pac Corrugated Container
 Logus Mfg. Corp.
 Long Island Lighting Company
 Lyndal Chemical, Division of Millmaster Onyx Corp.
 Magnetic Media Corp.
 Marathon Carey McFall
 Marconi Circuit Technology Corp.
 (formerly known as Circuit Technology)
 Marine Pollution Control
 Marksmen Mfg., Inc.
 Mattituck Airbase, Inc./Mattituck Aviation Corp.
 Metal Improvement Co., Inc.
 Milgray Electronics, Inc.
 Mod-A-Can Corp.
 Monoplast Chemical Corp.
 New York State Office of General Services
 New York Telephone Co.
 Newsday
 Oakes Machine Corp.
 Oneida Packaging
 Orelube Corp.
 Paxar Corp.
 Penguin Industries, Inc.
 Periphonics Corp.
 Poly-Pak Industries, Inc.

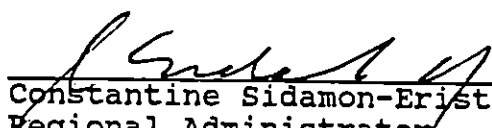
Polymer Industries
Prestigeline Inc.
Pride Solvents & Chemical Co., Inc.
Public Service Electric and Gas Co.
Purex Corp.
Quantronix Corp.
Republic Electronics Co.
Ridge Printing Co., Inc.
Roche Biomedical Laboratories, Inc.
Rocky Point Auto Parts, Inc.
Schildwachter, Fred M. & Sons
Secrest Handprints, Inc.
Shaw Aero Fevices, Inc.
Solid Power, Inc.
South Nassau Communities Hospital
St. Francis Hospital
Technical Coatings Co.
Tekni-Plex Inc.
Telephonics Corp.
Thomson Industries, Inc.
Thrift Auto Painting Co., Inc.
Time Electronics Sales Co.
Tire Supply Corp. of Suffolk
Transcontrol Corp.
Tri Metal Fabrication, Inc.
Ulano Corp.
Unifoil Corp.
United States Coast Guard
United States Veterans Administration
Utility Manufacturing Co., Inc.
Vernitron Corp.
Vicon Industries, Inc.
Volt Information Sciences, Inc.
Wallmates Vinyls, Inc.
Walt's Auto Radiator and Heater
Wantagh Union Free School District
Washington Molding
Wesco Steel Drum Co., Inc.
Willow Press, Inc.
Winkler Cleaners, Inc.

The original signature pages signed by the Respondents listed above are on file at EPA Region II.

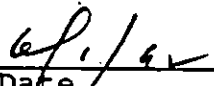
IV IS SO AGREED:

In the Matter of Shore Realty Site, also known as Applied
Environmental Services Site, Administrative Order on Consent,
Index No. II CERCLA-122-20201.

U.S. ENVIRONMENTAL PROTECTION AGENCY



Constantine Sidamon-Eristoff
Regional Administrator
U.S. Environmental Protection Agency
Region II



Date

ATTACHMENT 1

ADMINISTRATIVE ORDER ON CONSENT

GENERATOR ALLOCATIVE SHARES

(TOTAL WASTE-IN = 1, 106, 136 (Gallons))

Generator	Percent Share

Chemical Waste Disposal Corp.	7.1682%
Texaco Refining and Marketing	6.7643%
Spectron, Inc.	4.0542%
General Electric Co.	3.7343%
Calleia Bros., Inc.	3.5002%
Westinghouse Electric Company	3.0895%
Glidden Company	2.8200%
Lewis Chemical	2.5674%
Dayton T. Brown, Inc.	2.4857%
Dri-Print Foils, Inc.	2.3081%
Suffolk Services	2.2438%
Dial Ace Uniform Supply Co.	2.1180%
Ross & Roberts, Inc.	1.9842%
Valspar Corp.	1.8605%
B&L Oil Corp.	1.8400%
Raffi & Swanson, Inc.	1.6838%
Millipore Corp. (Waters Chromatograph)	1.6584%

Generator	Percent Share
K. Chemical	1.6067%
Techtronics Solvents Recycling	1.5160%
Brookhaven National Labs	1.5082%
Capitol Records, Inc.	1.4788%
General Instrument Corp.	1.4547%
Ber Mar Corp.	1.3976%
Laboratory Furniture, Inc.	1.3968%
Chamberlain Manufacturing Corp.	1.2055%
Maken Industries, Inc.	1.1870%
KIT Enterprises	1.0783%
Sherwin Williams Co.	1.0099%
Tire Supply Corp.	0.9947%
Advanced Coatings	0.9434%
C.J. Osborn Chemicals	0.9237%
Alladin Dry Cleaners	0.9084%
Lehman Bros. Corp.	0.8224%
Gilbert Spruance Holding	0.7994%
Baumann & Sons Buses	0.7225%
Avery Label	0.7126%
Berkley Products Corp.	0.6994%
Shaw Aero Device	0.6894%
Alladin Transport Packaging	0.6834%
Grumman Aerospace Corp.	0.6789%

Generator	Percent Share
GTE Products Corp.	0.6561%
Genzale Plating	0.6393%
Vicon Industries	0.6365%
Pride Solvent & Chemical	0.6354%
Benjamin Moore & Co.	0.6129%
Ridge Printing	0.5948%
Continental Group	0.5939%
Lawrence-McFadden Co.	0.5819%
Polypak Industries	0.5580%
Hetem Bros/Peabody Cleaners	0.5043%
Environmental Recovery	0.4857%
Monoplast Chemical Corp.	0.4849%
Armstrong World	0.4849%
Washington Molding	0.4604%
Serve-All Uniform	0.4428%
Purex Corp.	0.4407%
Fabric Leather Corp.	0.4364%
Cellucraft, Inc.	0.4073%
Accurate Forming	0.4048%
Five Towns Realty	0.3878%
Dutch Boy Paints	0.3849%
Electronic Devices, Inc.	0.3491%
Vernitron Corp.	0.3428%
Telephonics Corp.	0.3209%

Generator	Percent Share
Oneida Packaging	0.3040%
Unifoil Corp.	0.2909%
Wallmates Vinyls, Inc.	0.2861%
Award Packaging	0.2824%
H&N Chemical	0.2777%
Colonial Craft	0.2593%
Kimball Systems	0.2529%
Debrucker Studios	0.2464%
Del Kote, Inc.	0.2401%
Impressive Imaging	0.2353%
Carci Computab	0.2298%
Inco Selective Surfaces	0.2294%
Volt Information Science	0.2279%
Both Forks Furniture	0.2239%
J. Josephson	0.2182%
Dependable Repair	0.2083%
Camvack International	0.1977%
C.W. Post Center	0.1890%
Molty-Stryk Corp.	0.1883%
LILCO	0.1848%
Marathon Carey McFall Corp.	0.1843%
Central Aviation	0.1840%
Irwin Measuring	0.1797%
Winkler Cleaner	0.1707%

Generator	Percent Share
Prestigeline, Inc.	0.1656%
Ademco, Division of Pittway Corp.	0.1652%
Polytherm Kassel Corp.	0.1583%
Newsday, Inc.	0.1504%
AAR Technical Services	0.1498%
Chemlawn Corp.	0.1465%
Superior Marine Product	0.1412%
Designatronics	0.1301%
Aircraft Finishing Corp.	0.1241%
Adview Publishers	0.1224%
Charles Ross & Son	0.1207%
Foto 55	0.1193%
Dorr-Oliver, Inc.	0.1191%
Walt's Auto Radiator	0.1190%
C.P. Convertors	0.1164%
Dionics, Inc.	0.1033%
Public Service Electric & Gas	0.1027%
Penguin Industries, Inc.	0.0960%
Boyertown Packaging Corp.	0.0960%
Bevel Engine	0.0955%
Marksmen Manufacturing	0.0950%

Generator	Percent Share
Center Laboratories	0.0929%
American Technical	0.0903%
Hartman Systems	0.0899%
American Biltrite	0.0899%
Abilities, Inc.	0.0897%
Cameo Printing	0.0886%
Stratford Materials	0.0879%
Ulano Corp.	0.0862%
Lin Pac Corrugated	0.0853%
Magnetic Media	0.0846%
Gould, Inc.	0.0830%
Telstar Electronics Co.	0.0815%
Secrest Handprints, Inc.	0.0776%
AT&T Resource Management	0.0776%
Dasco Cleaners	0.0774%
Schildwachter & Sons	0.0764%
Scheidel Manufacturing	0.0710%
Spectrum Printing	0.0685%
Thomson Industries	0.0679%
Castlereagh Press, Inc.	0.0646%
Setauket Transmissions	0.0642%
Coherent Communications	0.0642%
American Environmental	0.0601%
Paxar Corp.	0.0587%

Generator	Percent Share
Trans Control Corp.	0.0560%
Lyndal Chemical	0.0556%
All American Metals	0.0556%
Kleartone	0.0533%
Thrift Auto Painting Co.	0.0524%
Dytrol Corp.	0.0518%
Willow Press	0.0509%
Quantronix Corp.	0.0490%
Metal Improvements Co.	0.0485%
Long Island Copy Products	0.0471%
U.S. Veterans Administration	0.0436%
Inscom Electronics Corp.	0.0427%
Freeport, Village of	0.0427%
Evans Products	0.0424%
Periphonics	0.0407%
Techni-Plex, Inc.	0.0385%
Hitemco Division	0.0385%
All Island Lease-A-Car	0.0370%
Active Steel Drum	0.0359%
Beth Israel Hospital	0.0356%
Orelube Corp.	0.0346%
Lee Miles Transmissions	0.0346%
Cecile Industries	0.0342%
Mod-A-Can Corp.	0.0339%

Generator	Percent Share
Technical Coatings Co.	0.0320%
Arkwin Industries	0.0312%
NYS Office of General Services	0.0305%
Milgray Electronics	0.0305%
American Furniture Stripping	0.0305%
General Waste Oil	0.0282%
American Precision Finishing	0.0257%
A&T Auto Radiator	0.0255%
Republic Electronics, Inc.	0.0242%
ITM, Ltd.	0.0242%
Driver Harris	0.0242%
LTS, Inc.	0.0227%
St. Francis Hospital	0.0223%
Oakes Machine Corp.	0.0214%
Holbrook Truck	0.0214%
Mattituck Airbase	0.0213%
Yankee Peddler	0.0213%
Glendale Protection	0.0204%
Edgewood State Hospital	0.0188%
Aetna Products Co.	0.0188%
Time Electronics/Avnet	0.0185%
Advance Central Station	0.0185%
Falcon Automotive	0.0180%

Generator	Percent Share
Sterling Instrument	0.0171%
Burmar Technical Corp.	0.0153%
Wantagh Union Free School District	0.0145%
Transcon Lines	0.0139%
Wesco Steel Drum	0.0128%
Tri-Metal Fabrication	0.0128%
Solid Power, Inc.	0.0107%
Comstron Corp.	0.0107%
Centroid, Inc.	0.0107%
Tele-Signal Corp.	0.0102%
Data Card Corp.	0.0102%
Utility Mfg.	0.0093%
Acme Auto Radiator	0.0090%
Prestige Screen Prints	0.0086%
Marine Pollution Control	0.0086%
Pathway Cleaners	0.0079%
Brookhaven Memorial Hospital	0.0073%
Halm Industries Co., Inc.	0.0053%
South Nassau Communities Hospital	0.0051%
Rocky Point Auto Parts	0.0051%
Mr. Jack	0.0051%
Minute Man Press	0.0051%
Logus Manufacturing Co.	0.0051%

Generator	Percent Share
Circuit Technology	0.0051%
American Bank Stationery	0.0051%
Roche Biomedical Labs	0.0046%
Bell Chemical	0.0043%
New York Telephone	0.0029%
U.S. Coast Guard	0.0021%
Polymer Industries	0.0001%
Resource Conservation	0.0000%
Phelps & Sons	0.0000%
Peabody Clean Industries	0.0000%
MPD Tech	0.0000%
MLU Furniture	0.0000%
McCloskey Varnish	0.0000%
Lancaster Metal Science	0.0000%
Kirker Chemical	0.0000%
Fiberglass Resources	0.0000%
Evergreen Environmental	0.0000%
Ell-Bell Chemical Co.	0.0000%
Convertors Ink Co.	0.0000%
Chemical Pollution Control	0.0000%
Chemcoat, Inc.	0.0000%
Baldwin Public Schools	0.0000%
Ampower Semiconductor	0.0000%

ATTACHMENT 2

ADMINISTRATIVE ORDER ON CONSENT

Settlement Costs for De Minimis Parties

Generator	EPA Response Costs Share
Tire Supply Corp.	\$2,720
Advanced Coatings	\$2,593
C.J. Osborn Chemicals	\$2,539
Alladin Dry Cleaners	\$2,498
Lehman Bros. Corp.	\$2,261
Gilbert Spruance Holding	\$2,197
Baumann & Sons Buses	\$1,986
Avery Label	\$1,959
Berkley Products Corp.	\$1,922
Shaw Aero Device	\$1,895
Alladin Transport Packaging	\$1,878
Grumman Aerospace Corp.	\$1,866
GTE Products Corp.	\$1,803
Genzale Plating	\$1,757
Vicon Industries	\$1,750
Pride Solvent & Chemical	\$1,746
Benjamin Moore & Co.	\$1,685

Generator**EPA Response
Costs Share**

Ridge Printing	\$1,635
Continental Group	\$1,632
Lawrence-McFadden Co.	\$1,599
Polypak Industries	\$1,533
Hetem Bros/Peabody Cleaners	\$1,386
Environmental Recovery	\$1,334
Monoplast Chemical Corp.	\$1,333
Armstrong World	\$1,333
Washington Molding	\$1,265
Serve-All Uniform	\$1,217
Purex Corp.	\$1,211
Fabric Leather Corp.	\$1,200
Cellucraft, Inc.	\$1,120
Accurate Forming	\$1,112
Five Towns Realty	\$1,066
Dutch Boy Paints	\$1,058
Electronic Devices, Inc.	\$ 959
Vernitron Corp.	\$ 942
Telephonics Corp.	\$ 882
Oneida Packaging	\$ 836
Unifoil Corp.	\$ 799
Wallmates Vinyls, Inc.	\$ 787
Award Packaging	\$ 776
H&N Chemical	\$ 764

Generator**EPA Response
Costs Share**

Colonial Craft	\$ 712
Kimball Systems	\$ 695
Debrucker Studios	\$ 677
Del Kote, Inc.	\$ 660
Impressive Imaging	\$ 647
Carci Computab	\$ 632
Inco Selective Surfaces	\$ 630
Volt Information Science	\$ 627
Both Forks Furniture	\$ 616
J. Josephson	\$ 600
Dependable Repair	\$ 573
Camvack International	\$ 544
C.W. Post Center	\$ 519
Molty-Stryk Corp.	\$ 518
LILCO	\$ 508
Marathon Carey McFall Corp.	\$ 507
Central Aviation	\$ 506
Irwin Measuring	\$ 494
Winkler Cleaner	\$ 469
Prestigeline, Inc.	\$ 456
Ademco, Division of Pittway Corp.	\$ 455
Polytherm Kassel Corp.	\$ 435
Newsday, Inc.	\$ 413

Generator	EPA Response Costs Share
AAR Technical Services	\$ 412
Chemlawn Corp.	\$ 402
Superior Marine Product	\$ 389
Designatronics	\$ 358
Aircraft Finishing Corp.	\$ 341
Adview Publishers	\$ 337
Charles Ross & Son	\$ 332
Foto 55	\$ 328
Dorr-Oliver, Inc.	\$ 327
Walt's Auto Radiator	\$ 327
C.P. Convertors	\$ 320
Dionics, Inc.	\$ 284
Public Service Electric & Gas	\$ 282
Penguin Industries, Inc.	\$ 264
Boyertown Packaging Corp.	\$ 264
Bevel Engine	\$ 263
Marksmen Manufacturing	\$ 261
Center Laboratories	\$ 255
American Technical	\$ 248
Hartman Systems	\$ 247
American Biltrite	\$ 247
Abilities, Inc.	\$ 246

Generator	EPA Response Costs Share
Cameo Printing	\$ 244
Stratford Materials	\$ 242
Ulano Corp.	\$ 237
Lin Pac Corrugated	\$ 235
Magnetic Media	\$ 233
Gould, Inc.	\$ 228
Telstar Electronics Co.	\$ 224
Secrest Handprints, Inc.	\$ 213
AT&T Resource Management	\$ 213
Dasco Cleaners	\$ 213
Schildwachter & Sons	\$ 210
Scheidel Manufacturing	\$ 195
Spectrum Printing	\$ 188
Thomson Industries	\$ 187
Castlereagh Press, Inc.	\$ 178
Setauket Transmissions	\$ 177
Coherent Communications	\$ 177
American Environmental	\$ 165
Paxar Corp.	\$ 161
Trans Control Corp.	\$ 154
Lyndal Chemical	\$ 153
All American Metals	\$ 153
Kleartone	\$ 147
Thrift Auto Painting Co.	\$ 144

Generator

EPA Response
Costs Share

Dytrol Corp.	\$ 142
Willow Press	\$ 140
Quantronix Corp.	\$ 135
Metal Improvements Co.	\$ 133
Long Island Copy Products	\$ 129
U.S. Veterans Administration	\$ 120
Inscom Electronics Corp.	\$ 117
Freeport, Village of	\$ 117
Evans Products	\$ 116
Periphonics	\$ 112
Techni-Plex, Inc.	\$ 106
Hitemco Division	\$ 106
All Island Lease-A-Car	\$ 102
Active Steel Drum	\$ 99
Beth Israel Hospital	\$ 98
Orelube Corp.	\$ 95
Lee Miles Transmissions	\$ 95
Cecile Industries	\$ 94
Mod-A-Can Corp.	\$ 93
Technical Coatings Co.	\$ 88
Arkwin Industries	\$ 86
NYS Office of General Services	\$ 84
Milgray Electronics	\$ 84

Generator	EPA Response Costs Share
American Furniture Stripping	\$ 84
General Waste Oil	\$ 78
American Precision Finishing	\$ 71
A&T Auto Radiator	\$ 70
Republic Electronics, Inc.	\$ 67
ITM, Ltd.	\$ 67
Driver Harris	\$ 67
LTS, Inc.	\$ 62
St. Francis Hospital	\$ 62
Oakes Machine Corp.	\$ 59
Holbrook Truck	\$ 59
Mattituck Airbase	\$ 59
Yankee Peddler	\$ 59
Glendale Protection	\$ 56
Edgewood State Hospital	\$ 52
Aetna Products Co.	\$ 52
Time Electronics/Avnet	\$ 51
Advance Central Station	\$ 51
Falcon Automotive	\$ 50
Sterling Instrument	\$ 47
Burmar Technical Corp.	\$ 42
Wantagh Union Free School District	\$ 40

Generator	EPA Response Costs Share
Transcon Lines	\$ 38
Wesco Steel Drum	\$ 35
Tri-Metal Fabrication	\$ 35
Solid Power, Inc.	\$ 29
Comstron Corp.	\$ 29
Centroid, Inc.	\$ 29
Tele-Signal Corp.	\$ 28
Data Card Corp.	\$ 28
Utility Mfg.	\$ 26
Acme Auto Radiator	\$ 25
Prestige Screen Prints	\$ 24
Marine Pollution Control	\$ 24
Pathway Cleaners	\$ 22
Brookhaven Memorial Hospital	\$ 20
Halm Industries Co., Inc.	\$ 15
South Nassau Communities Hospital	\$ 14
Rocky Point Auto Parts	\$ 14
Mr. Jack	\$ 14
Minute Man Press	\$ 14
Logus Manufacturing Co.	\$ 14
Circuit Technology	\$ 14
American Bank Stationery	\$ 14
Roche Biomedical Labs	\$ 13

Generator

EPA Response
Costs Share

Bell Chemical	\$ 12
New York Telephone	\$ 8
U.S. Coast Guard	\$ 6
Polymer Industries	\$ 1
Resource Conservation	\$ 1
Phelps & Sons	\$ 1
Peabody Clean Industries	\$ 1
MPD Tech.	\$ 1
MLU Furniture	\$ 1
McCloskey Varnish	\$ 1
Lancaster Metal Science	\$ 1
Kirker Chemical	\$ 1
Fiberglass Resources	\$ 1
Evergreen Environmental	\$ 1
Ell-Bell Chemical Co.	\$ 1
Convertors Ink Co.	\$ 1
Chemical Pollution Control	\$ 1
Chemcoat, Inc.	\$ 1
Baldwin Public Schools	\$ 1
Ampower Semiconductor	\$ 1

De Minimis Subtotal

\$91,489

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION II

-----X
IN THE MATTER OF:)
)
SHORE REALTY SITE,) ADMINISTRATIVE COST
) RECOVERY AGREEMENT
also known as)
APPLIED ENVIRONMENTAL)
SERVICES SITE)
GLENWOOD LANDING, NEW YORK) INDEX NO.
) II CERCLA-122-20202
)
BARTUR, AMNON; BER MAR CORP.;)
BROOKHAVEN NATIONAL LABORATORY;)
CALLEIA BROS., INC.; CAPITOL)
RECORDS, INC.; CHAMBERLAIN MFG.)
CORP.; CHEMICAL WASTE DISPOSAL)
CORP.; DAYTON T. BROWN, INC.; DIAL)
ACE UNIFORM SUPPLY CO.; DRI PRINT)
FOILS, INC.; GENERAL ELECTRIC CO.;)
GENERAL INSTRUMENT CORP.; THE)
GLIDDEN COMPANY; LEOGRANDE, DONALD;)
LEOGRANDE, JOSEPH JR.; LEOGRANDE,)
JOSEPH SR.; MAKEN INDUSTRIES, INC.;)
PHILLIPS PETROLEUM CO.; RAFFI &)
SWANSON, INC. (SURFACE COATINGS,)
INC.); SALEH, JOSEPH; THE SHERWIN-)
WILLIAMS COMPANY; SHORE REALTY)
CORP.; TEXACO REFINING AND)
MARKETING, INC.; VALSPAR CORP.;)
WATERS CHROMATOGRAPH, DIVISION OF)
MILLIPORE CORP.; WESTINGHOUSE)
ELECTRIC CORP.; WINDSOR FUEL CO.,)
INC.)
)
Proceeding under Section 122(h)(1))
of the Comprehensive Environmental)
Response, Compensation, and)
Liability Act of 1980, as amended,)
42 U.S.C. §9622(h)(1))
-----X

WHEREAS, this agreement (hereinafter, the "Agreement") is made and entered into by the United States Environmental Protection Agency ("EPA") and the above-captioned Respondents ("Respondents"). The purpose of this Agreement is for EPA to

recover certain response costs incurred and to be incurred by the United States at or in connection with the Shore Realty Site ("Site"), also known as the Applied Environmental Services Site, in Glenwood Landing, Nassau County, New York and to release the Respondents for those response costs. EPA is authorized to enter into this Agreement pursuant to the authority vested in the Administrator of the EPA by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("CERCLA"), which authority has been delegated to the Regional Administrators of EPA by EPA Delegation No. 14-14-D (Sept. 13, 1987).

WHEREAS, the Site is approximately 3.2 acres in size and is located at One Shore Road, Glenwood Landing, Nassau County, New York;

WHEREAS, hazardous substances, pollutants, and/or contaminants, as defined by Sections 101(14) and 101(33) of CERCLA, 42 U.S.C. §§ 9601(14), 9601(33), are present at the Site, and such hazardous substances, pollutants and/or contaminants have been or are threatened to be released into the environment at and from the Site;

WHEREAS, the Site is a "facility" as defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9);

WHEREAS, such releases or threatened releases require response action to be undertaken at the Site pursuant to section

104 of CERCLA, 42 U.S.C. § 9604, and will require further response action to be undertaken in the future;

WHEREAS, EPA and the New York State Department of Environmental Conservation ("NYSDEC") jointly issued a Record of Decision ("ROD") documenting their selection of a remedial action for the Site in June 1991;

WHEREAS, certain defendants, known as the "Performing Parties Group," in the case of State of New York v. Shore Realty Corp., Nos. 84 CV 0864 and 85 CV 2270 (E.D.N.Y.), shall undertake a remedial action consistent with the ROD issued by NYSDEC and EPA in June, 1991, pursuant to a consent judgment ("Shore Realty Consent Judgment");

WHEREAS, the costs of implementation of the remedial action set forth in the ROD are estimated by NYSDEC and EPA to be approximately \$4,507,000;

WHEREAS, "Past Response Costs" means all costs, including but not limited to interest, direct costs and indirect costs, incurred by the United States with regard to the Site prior to the effective date of this Agreement, which are not inconsistent with the National Contingency Plan ("NCP");

WHEREAS, "Future Response Costs" means all costs that are not inconsistent with the NCP, including, but not limited to, direct and indirect costs, that the United States incurs following the effective date of this Agreement with regard to the Site, including, but not limited to, overseeing both (1) the remedial action and (2) all other activities to be conducted

pursuant to the Shore Realty Consent Decree or CERCLA. Future Response Costs includes, but is not limited to, payroll costs, contractor costs, travel costs, laboratory costs, and the costs of reviewing or developing plans, reports and other items pursuant to the Shore Realty Consent Judgment or CERCLA, or otherwise implementing or enforcing this Agreement;

WHEREAS, "Oversight" means the United States' inspection of remedial work and verification of adequacy of performance of activities and reports of the Performing Parties Group or any other person with regard to the Site as required pursuant to the Shore Realty Consent Judgment or CERCLA;

WHEREAS, EPA has incurred past response costs at or in connection with the Site and will incur estimated future response costs for EPA's oversight of the Performing Parties Group's activities pursuant to the Shore Realty Consent Judgment totalling \$275,000;

WHEREAS, information currently known to EPA indicates that each Respondent to this Agreement arranged for disposal or treatment at the Site, or arranged with a transporter for disposal or treatment at the Site, of a hazardous substance owned or possessed by such Respondent, or accepted a hazardous substance for transport to the Site, or is or was an owner or operator of the Site;

WHEREAS, EPA has entered into an Administrative Order on Consent (Index No. II CERCLA-122-20201) ("De Minimis Agreement"), attached hereto as Appendix 1 and incorporated herein by

reference, with certain de minimis parties releasing said parties from liability for inter alia, EPA's past and future response costs at the Site in accordance with § 122(g)(4) of CERCLA, 42 U.S.C. § 9622(g)(4); and

WHEREAS, EPA and the Respondents desire to settle certain claims arising from the Respondents' involvement with the Site without litigation and without the admission or adjudication of any issue of fact or law;

NOW, THEREFORE, EPA and the Respondents, in consideration of the promises herein, and intending to be legally bound hereby, agree as follows:

1. This Agreement shall be binding upon EPA and shall be binding upon the Respondents, their directors, officers, employees, agents, successors and assigns. Each signatory to this Agreement represents that he or she is fully authorized to enter into the terms and conditions of this Agreement and to bind legally the party represented by him or her. The Respondents agree to undertake all actions required by this Agreement. The Respondents consent to and will not contest EPA's authority to enter into this Agreement or to implement or enforce its terms, and will not contest the validity or terms of this Agreement in any action brought by the United States to enforce the terms of the Agreement.

2. The Respondents agree to pay to the EPA Hazardous Substance Superfund:

a) Within forty-five (45) days of the effective date of this Agreement, i) \$125,000, to reimburse EPA's past response costs, less the amount of any of EPA's past response costs reimbursed pursuant to the De Minimis Agreement, and ii) \$50,000, to reimburse EPA's estimated future response costs for EPA oversight as provided in Paragraph 6(b) of this Agreement, less the amount of any of EPA's estimated future response costs reimbursed pursuant to the De Minimis Agreement.

b) Within twelve (12) months and twenty-four (24) months, respectively, of the payments made in accordance with subparagraph (a) above, two additional separate payments of \$50,000 each to reimburse EPA's estimated future response costs for EPA oversight as provided in Paragraph 6(b) of this Agreement.

The Respondents may submit their payments(s), through the disbursing agent appointed in accordance with the Shore Realty Consent Judgment, by one or more checks, or by one wire transfer, but they are jointly and severally liable for payment of the full \$275,000 due under the Agreement.

3. Each payment shall be made by certified or cashier's check or wire transfer made payable to "EPA-Hazardous Substance Superfund," and shall be sent to:

EPA Region II
Attn: Superfund Accounting
P.O. Box 360188M
Pittsburgh, Pennsylvania 15251

Each check or wire transfer shall be accompanied by correspondence referencing the name and address of the paying

Respondent(s), the Site name, the amount of the payment, and the EPA index number for this action. In the event that Respondents, or the disbursing agent, choose to use a wire transfer to pay the above-referenced amount, they shall make such payment by a single wire transfer and shall follow instructions provided by EPA for making the wire transfer.

4. Respondents, or the disbursing agent, shall simultaneously send a copy of the check or checks, or the Funds Transfer Deposit Form accompanying the wire transfer, and the accompanying correspondence to:

Chief, Financial Management Branch
Office of Policy and Management
U.S. Environmental Protection Agency, Region II
26 Federal Plaza, Room 934
New York, NY 10278
Re: Shore Realty/AES

Chief, New York/Caribbean Superfund Branch
Office of Regional Counsel
U.S. Environmental Protection Agency, Region II
26 Federal Plaza, Room 437
New York, N.Y. 10278
Attn: Shore Realty/AES Site Attorney

Chief, New York/Caribbean Compliance Branch
Emergency and Remedial Response Division
U.S. Environmental Protection Agency, Region II
26 Federal Plaza
New York, N.Y. 10278
Attn: Shore Realty/AES Site Project Manager

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
Ben Franklin Station
P.O. Box 7611
Washington, D.C. 20044-7611
Re: DOJ # 90-11-3-72A

5. In addition to any other remedies or sanctions available to EPA, any Respondent who fails or refuses to comply

with any term or condition of this Agreement shall be subject to enforcement action pursuant to Sections 122(h)(3) and 122(1) of CERCLA, 42 U.S.C. §§ 9622(h)(3), 9622(1), and each Respondent shall be liable to EPA for stipulated penalties in the amounts set forth in this paragraph for failure to comply with the terms of this Agreement. Compliance with the terms of this Agreement shall include making the payments required by Paragraphs 2 and 5 of this Agreement. The following stipulated penalties shall be payable to EPA per violation per day for any non-compliance with this Agreement:

<u>Period of Non-Compliance</u>	<u>Penalty Per Violation Per Day</u>
1st through 7th day	\$ 500
8th through 15th day	\$1,000
16th through 30th day	\$1,500
31st day and beyond	\$2,500

All penalties shall begin to accrue on the day after the complete performance is due and shall continue to accrue through the final day of the correction of the non-compliance. Further, in the event that the payments required by Paragraph 2, above, are not timely made in full, Respondents shall pay interest on the unpaid balance at the rate established by the Department of the Treasury pursuant to 31 U.S.C. § 3717 and 4 CFR § 102.13.

6. Subject to Paragraph 7 of this Agreement, upon payment by Respondents of the amounts specified in Paragraphs 2 and 5 of this Agreement, EPA covenants not to sue or to take any other civil or administrative action against the Respondents for

"Covered Matters." For purposes of this Agreement, "Covered Matters" means any and all civil liability under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), for the reimbursement of (a) EPA's past response costs incurred as of the effective date of this Agreement, and (b) EPA's future response costs up to \$150,000 for EPA's oversight of the Performing Parties Group's activities pursuant to Sections VIII.2. and VIII.4. of the Shore Realty Consent Judgment.

7. Nothing in this Agreement is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which EPA, or the United States on behalf of any agency or department thereof or its secretary, administrator or chief administrative officer, including but not limited to any natural resources trustee, may have against the Respondents for:

a) any liability as a result of failure to make the payment(s) required in Paragraphs 2 and 5 of this Agreement; or

b) any matters not expressly included in Covered Matters, including, without limitation, any liability for i) injunctive relief at the Site, ii) EPA future response costs, except for certain limited EPA future response costs for EPA oversight as provided in Paragraph 6(b) of this Agreement, iii) EPA future response costs for EPA oversight in the event that the State of New York, or other person, must complete the remedial program at the Site pursuant to Section VIII.5. of the State Consent

Judgment or CERCLA, or iv) damages for injury to or loss or destruction of natural resources.

8. Nothing in this Agreement is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which EPA, or the United States on behalf of any agency or department thereof or its secretary, administrator or chief administrative officer, including but not limited to any natural resources trustee, may have against any person, firm, corporation or other entity not a signatory to this Agreement.

9. The Respondents hereby covenant not to sue and agree not to assert any claims or causes of action against the United States or the EPA Hazardous Substance Superfund, including claims pursuant to Sections 106(b)(2), 111, and/or 112 of CERCLA, 42 U.S.C. §§9606(b)(2), 9611, 9612, arising out of response activities undertaken at the Site or payment(s) to be made by Respondents pursuant to this Agreement, or to seek any other costs, damages, or attorney's fees from the United States, its agencies, employees or contractors arising out of response activities undertaken at the Site.

10. Nothing in this Agreement shall be deemed to constitute preauthorization of a CERCLA claim within the meaning of Section 111 of CERCLA or Section 300.700(d) of the NCP.

11. EPA and the Respondents hereby agree that the actions undertaken by the Respondents in accordance with this Agreement

do not constitute an admission of liability by any Respondent. The Respondents do not admit that they have any legal or equitable liability in connection with the Site or arising under any federal, state or local statute, regulation or common law for any endangerment, nuisance or response, removal or remedial costs incurred by or to be incurred by the United States, or for damages caused by the storage, treatment, handling, or disposal activities, by any alleged release or threatened release of hazardous substances to, at, from or near the Site, or by hazardous substances, if any, disposed of by, or on behalf of the Respondents at the Site. This Agreement shall not be used as evidence in any judicial or administrative proceeding except one to enforce this Agreement.

12. Nothing in this Agreement shall be construed to create any rights in, grant any cause of action to, or waive or nullify any rights of, any person not a party to this Agreement. Each of the parties to this Agreement expressly reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a party hereto.

13. With regard to claims for contribution against the Respondents for "Covered Matters," subject to Paragraph 7 of this Agreement, the parties hereto agree that the Respondents are entitled to such protection from contribution actions or claims

as is provided by Section 122(h)(4) of CERCLA, 42 U.S.C. §9622(h)(4), by entering into and carrying out the terms of this Agreement.

14. The Respondents agree that with respect to any suit or claim for contribution brought by them for matters related to this Agreement they will notify the Chief, New York/Caribbean Superfund Branch, ORC, USEPA, Region II, and the Chief, Environmental Enforcement Section, ENRD, USDOJ, referred to in Paragraph 4, in writing no later than twenty (20) days prior to the initiation of such suit or claim and furnish such persons copies of the complaints or petitions concerning such contribution. In addition, the Respondents shall notify such persons within ten (10) days of filing of any Motion for Summary Judgment and within twenty (20) days of receipt of any order from a court setting a case for trial and furnish to such persons copies of such motions and orders.

15. The Respondents also agree that with respect to any suit or claim for contribution brought against them for matters related to this Agreement they will notify the Chief, New York/Caribbean Superfund Branch, ORC, USEPA, Region II, and the Chief, Environmental Enforcement Section, ENRD, USDOJ, referred to in Paragraph 4, in writing within twenty (20) days of service of the complaint upon them and furnish such persons copies of the complaints or petitions concerning such contribution. In addition, the Respondents shall notify such persons within ten (10) days of service or receipt of any Motion for Summary

Judgment and within twenty (20) days of receipt of any order from a court setting a case for trial and furnish to such persons copies of such motions and orders.

16. This Agreement shall be subject to a thirty-day public comment period pursuant to Section 122(i) of CERCLA, 42 U.S.C §9622(i). In accordance with Section 122(i)(3) of CERCLA, EPA may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations which indicate that this Agreement is inappropriate, improper or inadequate.

17. This Agreement shall not be construed as limiting in any way the response or enforcement authority of EPA pursuant to Sections 104, 106, 107 of CERCLA, 42 U.S.C. §§ 9604, 9606, 9607, or any other provision of law, except as expressly set forth herein.

18. The effective date of this Agreement shall be the date that, contingent upon EPA's approval of this Agreement and the De Minimis Agreement as required by Paragraph 13(c) of the Pre-Closing Order to the Shore Realty Consent Judgment, the United States fistrict Court enters the Shore Realty Consent Judgment in the case of State of New York v. Shore Realty Corp., Nos. 84 Civ. 0864 and 85 Civ. 2270 (E.D.N.Y.) concerning implementation of a remedial action at the Site. For the purposes of Paragraph 9(c) of the Pre-Closing Order to the Shore Realty Consent Judgment, EPA will have "approved" this Agreement when (a) the Regional Administrator, EPA, Region II, signs the Agreement, and (b) the public comment period referred to in Paragraph 16 of this

Agreement has closed and the comments received, if any, do not require modification of the Agreement or withdrawal by EPA from this Agreement.

19. The Respondents hereby confess judgment for a debt now justly and truly due and owing to the United States as acknowledged in Paragraphs 2 and 5 of this Agreement.

20. In the event of a default by the Respondents in the payments provided for in Paragraphs 2 and 5 of this Agreement, the United States shall have the right at its sole option and discretion to declare due and owing the entire amount provided for in Paragraphs 2 and 5 of this Agreement and to have execution therefor giving the Respondents credit, however, upon any execution for any and all payments made pursuant to this Agreement.

21. Respondents hereby consent and agree to be subject to the jurisdiction of the United States District Court for the Eastern District of New York for purposes of any action brought pursuant to this Agreement.

22. The Respondents have read and understood the foregoing and sign this Agreement as a free and voluntary act.

The 27 Respondents identified below enter into this Administrative Cost Recovery Agreement, Index No. II CERCLA-122-20202 (In the Matter of Shore Realty Site, also known as Applied Environmental Services Site) and have had an opportunity to confer with EPA regarding this Agreement:

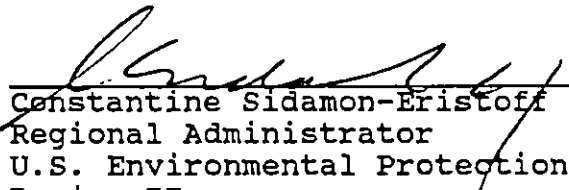
Bartur, Amnon
Ber Mar Corp.
Brookhaven National Laboratory
Calleia Bros., Inc.
Capitol Records, Inc.
Chamberlain Mfg. Corp.
Chemical Waste Disposal Corp.
Dayton T. Brown, Inc.
Dial Ace Uniform Supply Co.
Dri Print Foils, Inc.
General Electric Co.
General Instrument Corp.
The Glidden Company
LeoGrande, Donald
LeoGrande, Joseph Jr.
LeoGrande, Joseph Sr.
Maken Industries, Inc.
Phillips Petroleum Co.
Raffi & Swanson, Inc. (Surface Coatings, Inc.)
Saleh, Joseph
The Sherwin-Williams Company
Shore Realty Corp.
Texaco Refining and Marketing, Inc.
Valspar Corp.
Waters Chromatograph, Division of Millipore Corp.
Westinghouse Electric Corp.
Windsor Fuel Co., Inc.

The original signature pages signed by the Respondents listed above are on file at EPA Region II.

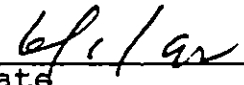
IT IS SO AGREED:

In the Matter of Shore Realty Site, also known as Applied
Environmental Services Site, Administrative Cost Recovery
Agreement, Index No. II CERCLA-122-20202.

U.S. ENVIRONMENTAL PROTECTION AGENCY



Constantine Sidamon-Eristoff
Regional Administrator
U.S. Environmental Protection Agency
Region II



Date