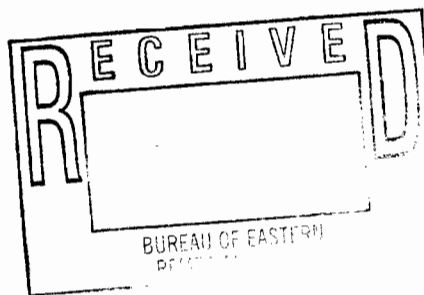


February 13, 2002



Mr. Joseph Jones
Project Manager
Bureau of Eastern Remedial Action
Division Of Environmental Remediation
New York State Department of Environmental Conservation
625 Broadway
Albany, New York 12233

Re: Site Number 1-30-053A -
Former Pass & Seymour Site – 45A Sea Cliff Avenue

File: 643.001

Dear Mr. Jones:

Pursuant to our discussion of February 12, 2002, Photocircuits is planning on extending the existing remedial system at Building 7 on the 45A Sea Cliff Avenue site (former Pass & Seymour site). This letter provides a description of the planned system extensions.

Water quality results from the recent sampling event (January 2002) identified a concentration of 1240 ug/L of tetrachloroethene (PCE) in monitoring well MW-4S. Photocircuits believes that it is prudent to address this contaminant concentration by extending operation of the soil vapor extraction (SVE)/air sparging (AS) to the area near well MW-4S. The SVE/AS system had operated until recently to remove PCE trapped in the unsaturated zone and shallow saturated zone underneath Building 7. As discussed in the Third Quarter 2001 Report, there appears to be little or no residual contamination under Building 7, and further contaminant removal is infeasible in that area. The attached figure shows the basic piping layout and locations of AS points and SVE wells for the system extension. Both AS points and SVE wells will be installed using a Geoprobe. The AS points will be stainless steel screen points (14" in length, 3/8" inner diameter), with polyethylene tubing riser; each point will be installed to a depth of about 25 feet below grade (the water table was about 10 feet below grade in January). The SVE wells will be constructed of 2" diameter PVC screen and casing; the wells will be installed to about 10 feet below grade, with a 5 foot length of screen.

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Mr. Joseph Jones
New York State Department of Environmental Conservation
February 13, 2001
Page Two

The installation of the AS points and SVE wells is currently scheduled for the week of February 25 (concurrent with the substrate injection at the 31 Sea Cliff Avenue site). The installation of piping and connection of the AS points and SVE wells to the system will occur shortly afterwards. The extended remedial system is anticipated to be in operation by early March.

Please call should you have any questions.

Very truly yours,

BARTON & LOGUIDICE, P.C.



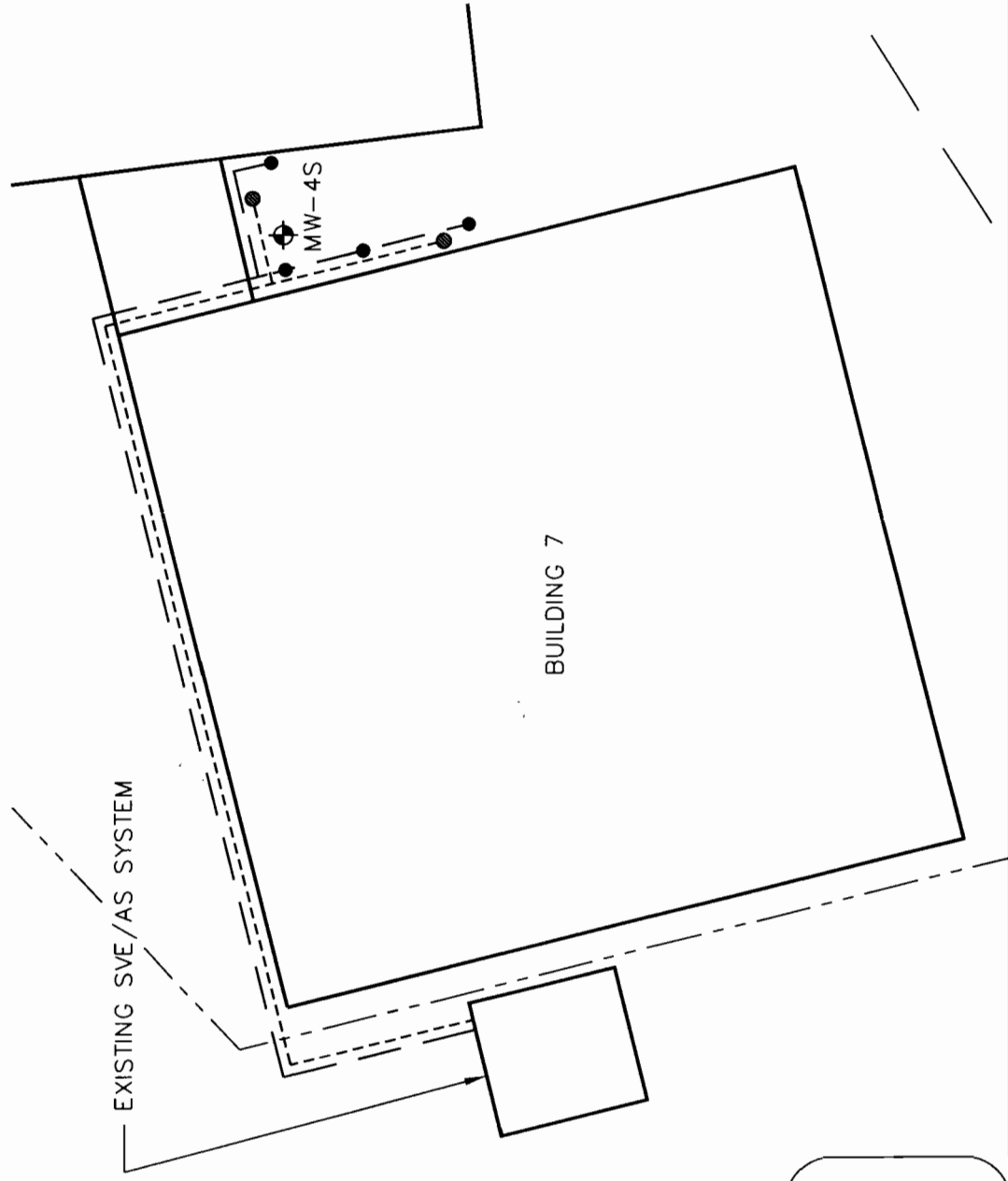
Andrew J. Barber
Sr. Managing Environmental Scientist

/ajb

cc: Lou Stans - Photocircuits
Charlie Nehrig - Photocircuits
Mark Pennington, Esq. Morgan, Lewis & Bockius



APPROXIMATE LOCATION & LAYOUT
 FOR NEW SOIL VAPOR EXTRACTION (SVE)
 AND AIR SPARGING (AS) PIPING & WELLS



- NEW AS WELLS
- NEW SVE WELLS
- NEW AS PIPING
- - - NEW SVE PIPING

SCALE: 1" = 40'

Barton
B&E Rogidice, P.C.

Consulting Engineers

290 Elwood Davis Road / Box 3107, Syracuse, New York 13220

New York State Department of Environmental Conservation
Division of Environmental Remediation
Bureau of Eastern Remedial Action
625 Broadway, 11th Floor
Albany, New York 12233-7015
Phone: (518) 402-9625 • Fax: (518) 402-9022
Website: www.dec.state.ny.us



Erin M. Crotty
Commissioner

FILE COPY

December 19, 2001

Louis J. Stans
Director of Engineering
Photocircuits Corporation
31 Sea Cliff Avenue
Glen Cove, NY 11542

Dear Mr. Stans:

Ref: Photocircuits Site # 1-30-009
Pass & Seymour Site # 1-30-053A

I have received and reviewed the revised work plan for the above referenced sites, transmitted on December 7, 2001. The work plan provides an acceptable basis for the pumping test to be carried out at the Photocircuits site. It also provides an acceptable basis for the confirmatory sampling at the Pass & Seymour site, provided that wells 1s, 2s, 3s, 4s, 9, 10 and 11 are all included in the sampling program. It is my understanding from conversations with Andrew Barber that you intend to begin the field work for these projects during the first full week of January 2002. This is also acceptable.

If you have any questions, please contact me at 518-402-9621.

Sincerely,

Joseph G. Jones
Project Manager
Remedial Section A
Bureau of Eastern Remedial Action

c: Andrew Barber, Barton & Loguidice

bc: J. Dyber/File
Daybook
C. Vasudevan via e-mail
D. D'Ambrosio, DEE Tarrytown via e-mail
W. Parish, DEC Region 1 via e-mail
R. Schneck, DEC Region 1 via e-mail

New York State Department of Environmental Conservation
Division of Environmental Remediation
Bureau of Program Management, Room 1224
625 Broadway, Albany, New York 12233-7012
Phone: (518) 402-9764 • FAX: (518) 402-9722
Website: www.dec.state.ny.us



Certified Mail
Return Receipt Requested

DEC 06 2001

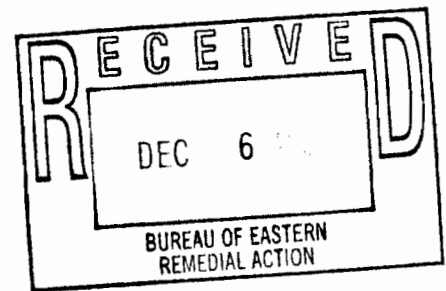
Louis J. Stans
Director of Engineering
Photocircuits Corporation
31 Sea Cliff Avenue
Glen Cove, NY 11542

AND

Mark C. Pennington, Esq.
Morgan, Lewis & Bockius
101 Park Avenue
New York, NY 10178-0060

Gentlemen:

Re: Pass & Seymour Site
Site No. 1-30-053A
Consent Order Index No. W1-0771-96-07
Dated: February 13, 1998
Bill No. 1



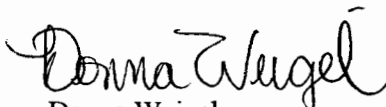
Enclosed is a Cost Summary of expenditures incurred by New York State for its activities outlined in the Consent Order in connection with overseeing activities with the Focused Remedial Investigation/Focused Feasibility Study (FRI/FFS) and the Interim Remedial Measure (IRM) at the inactive hazardous waste disposal site. In accordance with Paragraph X, Consent Order Index No. W1-0771-96-07, the New York State Department of Environmental Conservation (NYSDEC) is requesting payment in the amount of \$39,435.08 payable as per the enclosed schedule. As outlined in the Consent Order, the payment schedule limits payments to \$10,000.00 within any 90-day period. The checks should be made payable to the New York State Department of Environmental Conservation and sent to the address below:

New York State Department of Environmental Conservation
Division of Environmental Remediation
Bureau of Program Management
625 Broadway, Room 1224
Albany, NY 12233-7012
Attn: Donna Weigel, Bureau Director

The summary includes expenditures for the site through March 28, 2001. The requested payment amount is documented by the enclosed exhibits. Exhibit I.A provides a summary of costs incurred through February 13, 1998, the effective date of the order. Although Exhibit I.A documents a total of \$28,240.55, the maximum recovery amount for past costs under this order is \$22,000.00. Exhibit I.B provides a summary of costs incurred after the effective date of the order through March 28, 2001. Costs incurred after the effective date total \$17,435.08, less than the maximum recovery amount of \$18,000.00. If you have any questions on the enclosed information, please contact Dottie Norvik at (518) 402-9719.

Thank you for your attention to this matter.

Sincerely,



Donna Weigel
Director
Bureau of Program Management
Division of Environmental Remediation

Enclosure

bcc: D. Desnoyers
D. Norvik
J. Jones
D. Evans
file

Pass & Seymour

1-30-053A

Payment Schedule

Payment #	Amount	Date Due
1	\$10,000.00	30 days after receipt of invoice
2	\$10,000.00	02/15/02
3	\$10,000.00	05/15/02
4	\$9,435.08	08/15/02
Total	\$39,435.08	

EXHIBIT I.A

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
 DIVISION OF ENVIRONMENTAL REMEDIATION
 BUREAU OF PROGRAM MANAGEMENT

Life-to - February 4, 1998

COST SUMMARY

RESPONSIBLE PARTY: Photocircuits Corp.
 SITE NO.: 1-30-053A
 SITE NAME: Pass & Seymour Site
 CONSENT ORDER NO. W1-0771-96-07
 BILL NO. 1

COST CATEGORY	AMOUNTS
=====	=====
* DIRECT PERSONAL SERVICES	\$15,192.02
* FRINGE	\$5,061.39
* INDIRECT	\$6,610.03
* PERSONAL SVCS SUBTOTAL	----- \$26,863.44
CONTRACTUAL	\$0.00
LABORATORY	\$0.00
TRAVEL	\$0.00
DEC SUBTOTAL	----- \$26,863.44
** DOH	\$1,377.11
GRAND TOTAL	=====
	\$28,240.55
PAYMENT CAP	\$22,000.00

* SEE EXHIBIT II.A FOR PERSONAL SERVICES COST BREAKDOWN.

** SEE EXHIBIT III.A FOR DOH COST BREAKDOWN.

EXHIBIT I.B

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
 DIVISION OF ENVIRONMENTAL REMEDIATION
 BUREAU OF PROGRAM MANAGEMENT

February 14, 1998-March 28, 2001

COST SUMMARY

RESPONSIBLE PARTY:	Photocircuits Corp.
SITE NO.:	1-30-053A
SITE NAME:	Pass & Seymour Site
CONSENT ORDER NO.	W1-0771-96-07
BILL NO.	1

COST CATEGORY	AMOUNTS
=====	=====
* DIRECT PERSONAL SERVICES	\$9,000.30
* FRINGE	\$2,681.22
* INDIRECT	\$3,404.38
* PERSONAL SVCS SUBTOTAL	\$15,085.90
CONTRACTUAL	\$0.00
LABORATORY	\$0.00
TRAVEL	\$0.00
DEC SUBTOTAL	\$15,085.90
** DOH	\$2,349.18
=====	=====
GRAND TOTAL	\$17,435.08
PAYMENT CAP	\$18,000.00

* SEE EXHIBIT III .B FOR PERSONAL SERVICES COST BREAKDOWN.

** SEE EXHIBIT III.B FOR DOH COST BREAKDOWN.

August 29, 2001

Hand Delivered

Dr. Chittibabu Vasudevan, Ph.D., P. E.
Chief, Remedial Section A
Bureau of Eastern Remedial Action
Division of Environmental Remediation
New York State Department of
Environmental Conservation
625 Broadway
Albany, NY 12233

Re: Site Numbers 1-30-009 and 1-30-053A
First Quarter 2001 Progress Report

File: 643.001

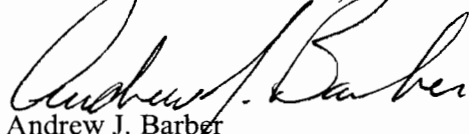
Dear Dr. Vasudevan:

Enclosed please find the First Quarter 2001 Progress Report for the subject sites.

Should you have any questions regarding the enclosed, please feel free to contact Charlie Nehrig at 56-609-1052. Thank you.

Very truly yours,

BARTON & LOGUIDICE, P.C.



Andrew J. Barber
Senior Managing Environmental Scientist

AJB/mfg

cc: Joseph Jones NYSDEC, Albany, NY (3 copies)
G. Andres Carlson, Ph.D., NYSDOH, Albany, NY (2 copies)
Robert Becherer, NYSDEC, Region 1, Stony Brook, NY (1 copy)
John F. Byrne, Esq., NYSDEC-DEE, Tarrytown, NY (1 copy)
James Harrington, NYSDEC, Albany, NY (1 copy)
Charlie Nehrig, Photocircuits (1 copy)
Louis Staus, Photocircuits (1 copy)

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Photocircuits CORPORATION

24 October 2000

**VIA TELECOPIER AND
FEDERAL EXPRESS**

Dr. Chttibabu Vasudevan, Ph.D., P.E.
Chief, Remedial Section A
Bureau of Eastern Remedial Action
Division of Environmental Remediation
New York State Department of
Environmental Conservation
50 Wolf Road
Albany, NY 12233-7010

**Re: Site Numbers 1-30-009 and 1-30-053A
Third Quarter 2000 Progress Report**

Dear Dr. Vasudevan:

Enclosed please find the Third Quarter 2000 Progress Report for the subject sites.

Should you have any questions regarding the enclosed, please feel free to contact me at 516-609-1164, Charlie Nehrig at 516-609-1052 or Matt Gallo at 516-609-1606. Thank you.

Sincerely,



Louis J. Stans
Director of Technology

Enclosures

cc: Joseph Jones, NYSDEC, Albany, NY (3 copies) ✓
G. Andres Carlson, Ph.D., NYSDOH, Albany, NY (2 copies)
Robert Becherer, NYSDEC, Region 1, Stony Brook, NY (1 copy)
John F. Byrne, Esq., NYSDEC-DEE, Tarrytown, NY (1 copy)
Andy Barber, Barton and Loguidice, P.C., Albany, NY (1 copy)

**THIRD QUARTER 2000
PROGRESS REPORT**

**PHOTOCIRCUITS AND FORMER PASS & SEYMOUR SITES
31 & 45 SEA CLIFF AVENUE**

SITE NUMBERS 1-30-009 AND 1-30-053A

Prepared for:
Photocircuits Corporation
31 Sea Cliff Avenue
Glen Cove, New York 11542

Prepared by:
Barton and Loguidice, P.C.
P.O. Box 3107
290 Elwood Davis Road
Syracuse, NY 13220

23 October 2000

1.0 Introduction

This Third Quarter 2000 Progress Report (Q3 Report) is being submitted pursuant to the 1997 Order on Consent between Photocircuits Corporation and the New York State Department of Environmental Conservation (NYSDEC).

During the Third Quarter of 2000, the following tasks were accomplished:

- Operation of the Soil Vapor Extraction (SVE) System at the 31 Sea Cliff Avenue site was continued using the catalytic oxidation unit to treat recovered vapors.
- A contractor for the bioremediation pilot test was selected at the 31 Sea Cliff Avenue site, and injection of nutrient solution was performed during the week of 28 August. Groundwater samples were collected from monitoring wells in the vicinity of the injection area following the nutrient injection. Concurrent with the date of this report, the second round of groundwater monitoring has been completed.
- Three SVE and three air sparge (AS) wells were installed inside of Building 7 (45 Sea Cliff Avenue), and piping was installed to these wells from the outside of Building 7. Preliminary vacuum testing of the SVE wells was conducted.
- A SVE/Air Sparge system was ordered from Lessard Environmental. The system is being installed within a trailer-mounted enclosure. Two (2) 2,000 pound carbon vapor phase adsorbers have been ordered from Carbon Filtration Systems, Inc. to control emissions from the SVE/Air Sparge system.

2.0 Discussion of Results

2.1 SVE System at 31 Sea Cliff Avenue

The SVE system at the 31 Sea Cliff Avenue site was installed as an Interim Remedial Measure (IRM), and started operation in April 2000. As described in the Q2 Report, vapor concentrations required the changing of the treatment system from activated carbon to a catalytic oxidation unit. The SVE system, equipped with the catalytic oxidizer/scrubber for extracted vapor treatment, was restarted on 21 July and has operated continuously with only a few brief shutdowns for maintenance activities. These shutdowns are described below:

- Corrosion of the stainless steel crossover exhaust (between the CatOx exhaust and the acid scrubber) was observed on 6 September in the area surrounding the water spray cooling unit, and the system was immediately shut down. It was determined that the

exhaust gas temperature range in this area of the crossover would allow the use of acid resistant PVC ductwork. The damaged section of duct was replaced, and the system was brought back online on 10 September. The system was inoperable for a period of 90 hours.

- The system's temperature controller shut the system down on 19 September. A subsequent investigation determined that the stainless steel temperature probe had been corroded by the acidic exhaust gases. A replacement probe was purchased and installed on 21 September and the system was brought back online. A corrosion-resistant Teflon probe has been subsequently installed, and the stainless steel probe has been retained as a back up. The system was inoperable for a period of 52 hours.
- The system was shut down on 23 September due to facility maintenance that required water and electricity to be turned off plant-wide. The system was brought back online on 24 September. The system was inoperable for a period of 24 hours.

SVE system influent air samples are collected monthly for laboratory analysis. Based on the average of influent analyses conducted on 11 August and 28 September, 1,1,1-TCA and 1,1,1-DCA removal rates are estimated at 4.8 lbs/day and 0.2 lbs/day, respectively, during this period. Based on the average influent concentration of samples collected from system start up through this reporting period, and the total hours of system operation through 30 September, total contaminant removal to date is estimated at 784 pounds. Influent monitoring data for the SVE system are included as Attachment A.

2.2 Bioremediation Pilot Test

Terra Systems of Wilmington, Delaware was selected to conduct the bioremediation pilot test after a careful review of possible approaches. Terra Systems was part of a research group that performed a successful bioremediation pilot test at the Dover Air Force Base involving chlorinated VOCs (see *Environmental Science and Technology*, 2000, 34, 2254-2260). Following a review of site data, it was the opinion of Terra Systems that biotic reductive dechlorination is occurring at the site, but the lack of biodegradable substrate is the limiting factor.

During the week of 28 August, Terra Systems was on site to conduct the injection of a nutrient solution (substrate) into the subsurface at the 31 Sea Cliff Avenue site. The solution was comprised primarily of food grade soybean oil, with a minor amount of lecithin as an emulsifier. This mixture was then mixed with water before injection. Zebra Environmental Corp. provided a Case Skid-Steer-mounted Geoprobe unit and a Rupe Co. grout pump for injection of the emulsion.

A Geoprobe drivepoint was pushed to a depth of approximately 50 feet below ground surface (bgs). The drill rod was withdrawn 2 feet to allow for injection of the fluids; after injection of a given quantity of fluid, the drill rod was then withdrawn another four feet and fluid was injected at that level, continuing in 4-foot increments, until

approximately 700 gallons of fluid had been injected between 22 bgs and 48 feet bgs at each borehole (with the exception of BH-1).

The following table summarizes the amount of fluids injected into 7 boreholes in the pilot test area. It should be noted that due to a supplier failure to provide a timely 29 August delivery of a lecithin mixture, pure soybean oil was injected into BH-1 on Tuesday, 29 August as a test of the injectability of straight soybean oil. An alternate supply of lecithin was located and procured on 29 August so that all subsequent boreholes received the soybean oil-lecithin emulsion (90% soybean oil).

Apparently the geology surrounding Borehole BH-6 was connected to former air sparge point SAS, as evidenced by the presence of injected fluid (introduced at all levels) being discharged at the surface from the well casing of SAS. Borehole BH-6 was abandoned, and a replacement borehole, BH-7, was located approximately 10 feet away.

DATE	BOREHOLE NUMBER	SOYBEAN OIL (Gallons)	EMULSION* (Gallons)	WATER (Gallons)
8/29/00	1	40	-0-	117
8/30/00	2	--	55	307
8/30/00	3	--	98.5	593
8/31/00	4	--	105	520
8/31/00	5	--	128	661
9/01/00	6	--	3	42
9/01/00	7	--	124	772
TOTAL		40	551.5	3,012

* 90% Soybean Oil, 10% Lecithin

The following table summarizes the field parameters measured on 31 August and 1 September.

LOCATION	DEPTH TO WATER (Ft)	pH	TEMPERATURE (F)	CONDUCTIVITY (mV)
SMP-1	5.96	8.8	78	-50
DMP-1	5.91	7.7	70	<-80
SMP-3		10.7	76	<-80
DMP-3	6.31	7.0	76	<-80
SMP-4	9.33	7.5	76	<-80
DMP-4	5.75	7.2	76	<-80
MW-7	7.5	7.5	70	<-80

Notes: Conductivity -- 80 mV was the minimum reading obtainable with the equipment.

Initial groundwater monitoring samples were collected immediately following the pilot study. Samples were taken for total organic carbon, volatile organic contaminants, and light hydrocarbon gases. These results are included on Tables 1 and 2 in Attachment B. Cis-1,2-DCE and VC were the predominant chlorinated ethenes detected, with little of the parent compounds PCE or TCE being detected. High concentrations of greater than

1,000 µg/L of the chlorinated ethenes (cis-1,2-DCE and VC) were only detected in SMP-1. Ethene was detected in all wells at concentrations ranging from 43 µg/L in MW-14 to 930 µg/L in SMP-1. This data demonstrates that natural attenuation of these contaminants is occurring using the co-contaminants as substrates. The addition of the soybean oil emulsion should increase the rate and extent of biodegradation.

Evidence for biodegradation of the chlorinated ethanes was also found. Wells SMP-3, DMP-3, and SMP-4 had the highest concentrations of chlorinated ethanes. Reduced products such as 1,1-dichloroethane, chloroethane, and ethane predominated in wells MW-15, MW-7, SMP-1, DMP-1, SMP-4, and DMP-4. Wells SMP-3 and DMP-3 had higher concentrations of 1TCA on a micromolar basis than the daughter products. Ethane was typically present at low concentrations with a maximum of 1.7 µM in MW-14. Ethene may be the predominant product for the breakdown of the chlorinated ethanes in the wells MW-7, DMP-1, DMP-3, SMP-4, and DMP-4 that had relatively low levels of chlorinated ethenes.

The total organic carbon concentrations ranged from 23,500 mg/L in MW-14 to 38.8 mg/L in MW-7. MW-14 contained the emulsion that accounted for the very high TOC levels. Wells SMP-1, DMP-1, SMP-3, and DMP-3 contained TOC levels of greater than 90 mg/L, which may represent contact with the emulsion.

The predominant electron acceptor in the groundwater was sulfate, ranging from 104 mg/L in MW-7 to 29,600 mg/L in DMP-1. Wells MW-14 and SMP-4 also had elevated sulfate levels of 5,470 and 933 mg/L, respectively. Total iron concentrations ranged from 2.2 mg/L in MW-7 to 88.5 mg/L in DMP-3 which indicated that iron is also an important electron acceptor. Methane was detected in all wells. However, only wells SMP-1 and DMP-1 would be considered to be under methanogenic conditions currently with more than 1,000 µg/L methane. As the microbes breakdown the emulsion, we would expect for the sulfate to be depleted and the concentrations of iron and methane to increase.

In summary, conditions appear favorable for accelerated anaerobic biodegradation of the chlorinated solvents at the 31 Sea Cliff Avenue site. The second round of groundwater monitoring is scheduled to be conducted concurrent with this report, the results of which will be summarized in the Q4 report. Photographs taken during the pilot study field operations are included as Attachment E.

2.3 IRM at 45 Sea Cliff Avenue

The approved work plan calls for an IRM at Building 7 on the 45 Sea Cliff Avenue site consisting of SVE and AS. Because several of the SVE and AS wells had to be installed inside of Building 7, in active manufacturing areas where access is very limited, specialized drilling equipment and advance scheduling was necessary. To ensure that this equipment would be able to install the SVE wells and AS points, it was decided to work

at the outside locations first. The installation of the two SVE wells (SVE-1 and SVE-2) outside of Building 7 is described in the Q2 2000 report.

After discussions with the Geoprobe contractor, it was decided that the interior well installations would be attempted using an all-terrain vehicle (ATV) mounted Geoprobe. Further, the SVE wells would have to be installed and constructed like SVE-2 (i.e., 1-inch diameter PVC screen and casing installed through the 2-inch steel casing, which is then retracted). The AS wells would have to be installed using well points (5/16" diameter, 6" length) and flexible tubing (3/8" diameter) as the riser casing. To verify that the ATV-mounted Geoprobe could install the sparge points to the desired depth, a sparge point was installed with an ATV-mounted Geoprobe at location SVE-2 at a depth of 35 feet on 27 July.

On 19 and 26 August, the ATV-mounted Geoprobe was used to install an SVE well and a sparge point at each of the locations inside Building 7 (SVE-4, SVE-5 and SVE-6). Refusal was encountered at an additional location (SVE-3), precluding the installation of both a sparge point and an SVE well at this location. At location SVE-4, the SVE well was installed to a depth of 11 feet, and the sparge point was installed to a depth of 32 feet. At location SVE-5, the SVE well was installed to a depth of 20 feet, and the sparge point was installed to a depth of 32 feet. At location SVE-6, the SVE well was installed to a depth of 16 feet, and the sparge point was installed to a depth of 30 feet. The well network was completed with 2" and 4" PVC piping (SVE wells) and 3/8" copper pipe (AS points) which exit the west side of the building and terminate at the proposed remediation/treatment system location near SVE-2.

On 29-30 August, testing of wells SVE-4, SVE-5 and SVE-6 was conducted using a portable 1-hp blower. The results of this testing are provided as Attachment C.

A Request for Proposal (RFP) was sent to select vendors for an SVE/AS system and associated catalytic oxidizer in September. During the RFP evaluation, it was determined based upon a comparative analysis of carbon treatment versus a catalytic oxidizer that carbon treatment was the most feasible treatment alternative due to: concerns regarding system integrity viability (acid corrosion experiences at the 31 Sea Cliff Avenue site); lead time on treatment system delivery; contaminant-specific carbon adsorption rates; and cost. Lessard Environmental was selected as the preferred bid for the integrated SVE/AS system. The SVE/AS system is being mounted within a trailer enclosure concurrent with this report, and is scheduled for delivery, and site installation, on 23 October. Carbon Filtration Systems, Inc. was selected as the carbon treatment system vendor. Two (2) 2,000 pound carbon vapor phase adsorbers are being specially manufactured by CFS and are scheduled for delivery during the week of 16 October.

ATTACHMENT A

*31 SEA CLIFF AVENUE SVE SYSTEM INFLUENT
MONITORING DATA*

Environmental Testing Laboratories, Inc.

208 Route 109, Farmingdale NY 11735

Phone - 631-249-1456 Fax - 631-249-8344

8/17/00

EPA 8260 in Air

Sample: **K4201-1**

Client Sample ID: SVE inlet

Collected: 8/11/00 15:00

Matrix: Air

Type: Grab

Remarks: See Case Narrative

Analyzed Date: 8/16/00

Cas No	Analyte	MDL	Concentration	Units	Q
75-71-8	Dichlorodifluoromethane	273	273	ug/M3	U
74-87-3	Chloromethane	471	471	ug/M3	U
75-01-4	Vinyl Chloride	508	508	ug/M3	U
74-83-9	Bromomethane	459	459	ug/M3	U
75-00-3	Chloroethane	496	496	ug/M3	U
75-69-4	Trichlorofluoromethane	732	732	ug/M3	U
75-35-4	1,1-Dichloroethene	608	608	ug/M3	U
75-09-2	Methylene Chloride	521	4860	ug/M3	
156-60-5	t-1,2-Dichloroethene	422	422	ug/M3	U
75-34-3	1,1-Dichloroethane	508	7890	ug/M3	
590-20-7	2,2-Dichloropropane	409	409	ug/M3	U
156-59-2	c-1,2-Dichloroethene	471	471	ug/M3	U
67-66-3	Chloroform	459	459	ug/M3	U
74-97-5	Bromochloromethane	595	595	ug/M3	U
71-55-6	1,1,1-Trichloroethane	521	176000	ug/M3	
563-58-6	1,1-Dichloropropene	670	670	ug/M3	U
56-23-5	Carbon Tetrachloride	459	459	ug/M3	U
107-06-2	1,2 Dichloroethane	471	471	ug/M3	U
71-43-2	Benzene	459	459	ug/M3	U
79-01-6	Trichloroethene	583	583	ug/M3	U
78-87-5	1,2-Dichloropropane	446	446	ug/M3	U
75-27-4	Bromodichloromethane	446	446	ug/M3	U
74-95-3	Dibromomethane	608	608	ug/M3	U
10061-01-5	c-1,3-Dichloropropene	446	446	ug/M3	U
108-88-3	Toluene	446	446	ug/M3	U
10061-02-6	t-1,3-Dichloropropene	322	322	ug/M3	U
79-00-5	1,1,2-Trichloroethane	533	533	ug/M3	U
142-28-9	1,3-Dichloropropane	608	608	ug/M3	U
127-18-4	Tetrachloroethene	347	347	ug/M3	U
124-48-1	Dibromochloromethane	484	484	ug/M3	U
106-93-4	1,2-Dibromoethane	471	471	ug/M3	U
108-90-7	Chlorobenzene	484	484	ug/M3	U
630-20-6	1,1,1,2-Tetrachloroethane	434	434	ug/M3	U
100-41-4	Ethylbenzene	484	484	ug/M3	U
108-38-3	m,p-xylene	1090	1090	ug/M3	U
95-47-6	o-xylene	434	434	ug/M3	U
100-42-5	Styrene	496	496	ug/M3	U



Environmental Testing Laboratories, Inc.

208 Route 109, Farmingdale NY 11735

Phone - 631-249-1456 Fax - 631-249-8344

8/17/00

EPA 8260 in Air

Sample: K4201-1...continue

Client Sample ID: SVE inlet

Collected: 8/11/00 15:00

Matrix: Air

Type: Grab

Remarks: See Case Narrative

Analyzed Date: 8/16/00

Cas No	Analyte	MDL	Concentration	Units	Q
98-82-8	Isopropylbenzene	409	409	ug/M3	U
75-25-2	Bromoform	360	360	ug/M3	U
79-34-5	1,1,2,2-Tetrachloroethane	446	446	ug/M3	U
96-18-4	1,2,3-Trichloropropane	732	732	ug/M3	U
103-65-1	n-Propylbenzene	422	422	ug/M3	U
108-86-1	Bromobenzene	434	434	ug/M3	U
108-67-8	1,3,5-Trimethylbenzene	347	347	ug/M3	U
95-49-8	2-Chlorotoluene	496	496	ug/M3	U
106-43-4	4-Chlorotoluene	595	595	ug/M3	U
99-87-6	4-Isopropyltoluene	521	521	ug/M3	U
95-63-6	1,2,4-trimethylbenzene	484	484	ug/M3	U
135-98-8	sec-Butylbenzene	459	459	ug/M3	U
98-06-6	tert-Butylbenzene	694	694	ug/M3	U
541-73-1	1,3-Dichlorobenzene	558	558	ug/M3	U
106-46-7	1,4-Dichlorobenzene	459	459	ug/M3	U
104-51-8	n-Butylbenzene	570	570	ug/M3	U
95-50-1	1,2-Dichlorobenzene	508	508	ug/M3	U
96-12-8	1,2-Dibromo-3-chloropropane	880	880	ug/M3	U
120-82-1	1,2,4-Trichlorobenzene	583	583	ug/M3	U
87-68-3	Hexachlorobutadiene	1170	1170	ug/M3	U
91-20-3	Naphthalene	942	9280	ug/M3	
87-61-6	1,2,3-Trichlorobenzene	1220	1220	ug/M3	U
1634-04-4	MTBE	930	930	ug/M3	U



Environmental Testing Laboratories, Inc.

208 Route 109, Farmingdale NY 11735

Phone - 631-249-1456 Fax - 631-249-8344

8/17/00

Case Narrative

VOLATILES by EPA 8260:

The following compounds were calibrated at 25, 50, 100, 150 and 200 ppb levels in the initial calibration curve:

Acetone
2-Butanone
4-Methyl,2-pentanone
2-Hexanone

M&P-Xylenes were calibrated at 10, 40, 100, 200 and 300 ppb levels.

All other compounds were calibrated at 5, 20, 50, 100 and 150 ppb levels.

Samples were quantitated using the continuing calibration standard response factor as opposed to the initial calibration average response factor.

Reviewed by:



Environmental Testing Laboratories, Inc.

208 Route 109, Farmingdale NY 11735

Phone - 631-249-1456 Fax - 631-249-8344

8/17/00

ORGANIC METHOD QUALIFIERS

Q - Qualifier - specified entries and their meanings are as follows:

- U - The analytical result is a non-detect.
- J - Indicates an estimated value. The concentration reported was detected below the Method Detection Limit.
- B - The analyte was found in the associated method blank as well as the sample. It indicates possible/probable blank contamination and warns the data user to take appropriate action.
- E - The concentration of the analyte exceeded the calibration range of the instrument.
- D - This flag identifies all compounds identified in an analysis at a secondary dilution.

INORGANIC METHOD QUALIFIERS

C - (Concentration) qualifiers are as follows:

B - Entered if the reported value was obtained from a reading that was less than the Contract Required Detection Limit (CRDL) but greater than or equal to the Instrument Detection Limit (IDL).

U - Entered when the analyte was analyzed for, but not detected.

J - Indicates an estimated value. The concentration reported was detected below the Method Detection Limit.

Q - Qualifier specific entries and their meanings are as follows:

E - Reported value is estimated because of the presence of interferences.

M - (Method) qualifiers are as follows:

A - Flame AA

AS - Semi-automated Spectrophotometric

AV - Automated Cold Vapor AA

C - Manual Spectrophotometric

F - Furnace AA

NR - when the analyte is not required to be analyzed.

P - ICP

T - Titrimetric



ETL ANALYTICAL LABORATORIES, INC.
 208 Route 109, Farmingdale NY 11735
 Phone - 631-249-1456 Fax - 631-249-8344

10/12/0

EPA 8260 in Air

Sample: K2353-1

Client Sample ID: 092800 SVE Inlet

Collected: 9/28/00 14:00

Matrix: Air

Type: Grab

Remarks: See Case Narrative

Analyzed Date: 10/9/00

Cas No	Analyte	MDL	Concentration	Units	Q
75-71-8	Dichlorodifluoromethane	71.2	71.2	ug/M3	U
74-87-3	Chloromethane	46.3	46.3	ug/M3	U
75-01-4	Vinyl Chloride	46.3	46.3	ug/M3	U
74-83-9	Bromomethane	70.1	70.1	ug/M3	U
75-00-3	Chloroethane	79.1	514	ug/M3	
75-69-4	Trichlorofluoromethane	21.5	21.5	ug/M3	U
75-35-4	1,1-Dichloroethene	31.6	954	ug/M3	
75-09-2	Methylene Chloride	157	157	ug/M3	U
156-60-5	t-1,2-Dichloroethene	46.3	46.3	ug/M3	U
75-34-3	1,1-Dichloroethane	48.6	8080	ug/M3	
590-20-7	2,2-Dichloropropane	33.9	33.9	ug/M3	U
156-59-2	c-1,2-Dichloroethene	47.5	834	ug/M3	
67-66-3	Chloroform	29.4	29.4	ug/M3	U
74-97-5	Bromochloromethane	63.3	63.3	ug/M3	U
71-55-6	1,1,1-Trichloroethane	699	181000	ug/M3	
563-58-6	1,1-Dichloropropene	124	124	ug/M3	U
56-23-5	Carbon Tetrachloride	33.9	33.9	ug/M3	U
107-06-2	1,2 Dichloroethane	53.1	53.1	ug/M3	U
71-43-2	Benzene	24.9	24.9	ug/M3	U
79-01-6	Trichloroethene	38.4	530	ug/M3	
78-87-5	1,2-Dichloropropane	30.5	30.5	ug/M3	U
75-27-4	Bromodichloromethane	18.1	18.1	ug/M3	U
74-95-3	Dibromomethane	26.0	26.0	ug/M3	U
10061-01-5	c-1,3-Dichloropropene	90.4	90.4	ug/M3	U
108-88-3	Toluene	23.7	23.7	ug/M3	U
10061-02-6	t-1,3-Dichloropropene	89.3	89.3	ug/M3	U
79-00-5	1,1,2-Trichloroethane	19.2	19.2	ug/M3	U
142-28-9	1,3-Dichloropropane	35.0	35.0	ug/M3	U
127-18-4	Tetrachloroethene	19.2	19.2	ug/M3	U
124-48-1	Dibromochloromethane	20.3	20.3	ug/M3	U
106-93-4	1,2-Dibromoethane	19.2	19.2	ug/M3	U
108-90-7	Chlorobenzene	18.1	18.1	ug/M3	U
630-20-6	1,1,1,2-Tetrachloroethane	21.5	21.5	ug/M3	U
100-41-4	Ethylbenzene	19.2	19.2	ug/M3	U
108-38-3	m,p-xylene	29.4	29.4	ug/M3	U
95-47-6	o-xylene	23.7	23.7	ug/M3	U



10/12/0

EPA 8260 in Air

Sample: K2353-1...continue

Client Sample ID: 092800 SVE Inlet

Collected: 9/28/00 14:00

Matrix: Air

Type: Grab

Remarks: See Case Narrative

Analyzed Date: 10/9/00

Cas No	Analyte	MDL	Concentration	Units	Q
100-42-5	Styrene	13.6	13.6	ug/M3	U
98-82-8	Isopropylbenzene	11.3	11.3	ug/M3	U
75-25-2	Bromoform	24.9	24.9	ug/M3	U
79-34-5	1,1,2,2-Tetrachloroethane	36.2	36.2	ug/M3	U
96-18-4	1,2,3-Trichloropropane	81.4	81.4	ug/M3	U
103-65-1	n-Propylbenzene	24.9	24.9	ug/M3	U
108-86-1	Bromobenzene	33.9	33.9	ug/M3	U
108-67-8	1,3,5-Trimethylbenzene	19.2	19.2	ug/M3	U
95-49-8	2-Chlorotoluene	22.6	22.6	ug/M3	U
106-43-4	4-Chlorotoluene	36.2	36.2	ug/M3	U
99-87-6	4-Isopropyltoluene	17.0	17.0	ug/M3	U
95-63-6	1,2,4-trimethylbenzene	18.1	18.1	ug/M3	U
135-98-8	sec-Butylbenzene	22.6	22.6	ug/M3	U
98-06-6	tert-Butylbenzene	17.0	17.0	ug/M3	U
541-73-1	1,3 Dichlorobenzene	21.5	21.5	ug/M3	U
106-46-7	1,4-Dichlorobenzene	27.1	27.1	ug/M3	U
104-51-8	n-Butylbenzene	24.9	24.9	ug/M3	U
95-50-1	1,2-Dichlorobenzene	12.4	12.4	ug/M3	U
96-12-8	1,2-Dibromo-3-chloropropane	27.1	27.1	ug/M3	U
120-82-1	1,2,4-Trichlorobenzene	27.1	27.1	ug/M3	U
87-68-3	Hexachlorobutadiene	13.6	13.6	ug/M3	U
91-20-3	Naphthalene	23.7	23.7	ug/M3	U
87-61-6	1,2,3-Trichlorobenzene	94.9	94.9	ug/M3	U
1634-04-4	MTBE	70.1	70.1	ug/M3	U



Environmental Testing Laboratories, Inc.

208 Route 109, Farmingdale NY 11735

Phone - 631-249-1456 Fax - 631-249-8344

10/12/0

Case Narrative

VOLATILES by EPA 8260:

The following compounds were calibrated at 25, 50, 100, 150 and 200 ppb levels in the initial calibration curve:

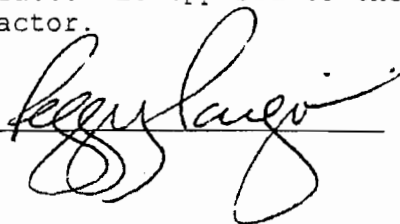
Acetone
2-Butanone
4-Methyl, 2-pentanone
2-Hexanone

M&P-Xylenes were calibrated at 10, 40, 100, 200 and 300 ppb levels.

All other compounds were calibrated at 5, 20, 50, 100 and 150 ppb levels.

Samples were quantitated using the continuing calibration standard response factor as opposed to the initial calibration average response factor.

Reviewed by: _____



10/12/0

ORGANIC METHOD QUALIFIERS

Q - Qualifier - specified entries and their meanings are as follows:

- U - The analytical result is a non-detect.
- J - Indicates an estimated value. The concentration reported was detected below the Method Detection Limit.
- B - The analyte was found in the associated method blank as well as the sample. It indicates possible/probable blank contamination and warns the data user to take appropriate action.
- E - The concentration of the analyte exceeded the calibration range of the instrument.
- D - This flag identifies all compounds identified in an analysis at a secondary dilution.

INORGANIC METHOD QUALIFIERS

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- U - Entered when the analyte was analyzed for, but not detected.
- J - Indicates an estimated value. The concentration reported was detected below the Method Detection Limit.

Q - Qualifier specific entries and their meanings are as follows:

- E - Reported value is estimated because of the presence of interferences.

M - (Method) qualifiers are as follows:

- A - Flame AA
- AS - Semi-automated Spectrophotometric
- AV - Automated Cold Vapor AA
- C - Manual Spectrophotometric
- F - Furnace AA
- NR - when the analyte is not required to be analyzed.
- P - ICP
- T - Titrimetric



ATTACHMENT B

***31 SEA CLIFF AVENUE
BIOREMEDIATION PILOT STUDY
INITIAL GROUNDWATER MONITORING DATA***

Table 1. Photocircuits Anaerobic Pilot Analytical Summary

Well	MW-14	MW-7	SMP-1	DMP-1	SMP-1	SMP-3	DMP-3	SMP-4	DMP-4
Date	8/31/00	8/31/00	8/31/00	8/31/00	8/31/00	9/1/00	9/1/00	9/1/00	9/1/00
Tetrachloroethene		<0.40	<16	<0.40	<0.40	<80	<16	13.2	<0.40
Trichloroethene	<0.85	<0.85	<34	<0.85	<0.85	<170	<34	<0.85	<0.85
cis-1,2-Dichloroethene	<0.95	47.3	24900	50.4	<190	<350	1040	175	<1.75
Vinyl Chloride	<1.75	39.3	4710	188	<350	84	430	220	250
Ethene	43	63	930	560	178000	3150	4070	29.7	56.3
1,1,1-Trichloroethane	14.4	<0.55	<22	<0.55	38200	5230	<32	26.2	<0.80
1,1-Dichloroethane	126	122	506	91.8	<210	156	105	<1.05	<1.05
1,2-Dichloroethane	<0.80	<0.80	<32	<0.80	<330	5370	1220	2420	<6
1,1-Dichloroethene	<1.05	<1.05	<42	<1.05	39	<9.4	295	22.8	<5.1
Chloroethane	15.6	258	<72	3290	<160	5.7	<0.70	11	<0.70
Ethane	52	<6	<6	<6	<1890	<378	<9.4	<9.45	<9.45
Acetone	97.8	<9.45	<378	8670	2400	436	295	22.8	<5.1
Methylene Chloride	15.1	12.8	482	68.3	<1020	232	116	11	<0.70
2-Butanone	124	<5.1	<204	<5.1	<160	<28	<48	4.8	3.7
Toluene	3.0	6.2	<32	36.5	<240	<24	3.2	9.2	64.5
Benzene	<0.70	4.0	<28	<0.70	<130	<26	8.6	18.3	4.3
p-Ethyltoluene	<1.2	<1.2	<48	2.9	<80	<16	<0.40	4.8	4.8
1,3,5-Trimethylbenzene	<0.60	<0.60	<24	2.8	<170	<34	45.5	64.5	18.3
2-Chlorotoluene	<0.85	<0.85	<34	23.7	<130	<26	8.6	18.3	4.3
1,2,4-Trimethylbenzene	<0.65	<0.65	<26	8.4	<270	<54	<1.35	4.3	4.8
Naphthalene	<1.35	<1.35	<54	3.1	<80	<28	<0.70	44.3	44.3
o-Xylene	<0.40	<0.40	<16	<0.40	<140	9533.4	2790.2	180	180
n-Propylbenzene	<0.70	<0.70	<28	<0.70	100	390	450	48.2	48.2
Sum VOCs	490.9	552.6	31528	12995.9	218723	32599.7	9533.4	2790.2	2790.2
Methane	44	660	3400	8200	50.6	60.4	76.2	48.2	48.2
Iron, Total	55.2	2.22	19.8	88.5	286	124	933	133	133
Sulfate	5470	104	236	29600	294	98.2	73.6	43.7	43.7
Total Organic Carbon	23500	38.8	91.7	299	294	98.2	73.6	43.7	43.7

Table 2. Photocircuits Anaerobic Pilot Chlorinated Solvents in Micromolar Concentrations

Contaminant	Well	MW-14	MW-7	SMP-1	DMP-1	SMP-3	DMP-3	SMP-4	DMP-4
Date	8/31/01	8/31/01	8/31/01	8/31/01	8/31/01	9/1/01	9/1/01	9/1/01	9/1/01
Tetrachloroethene	μM	<0.0065	<0.0024	<0.096	<0.0024	<0.48	<0.097	0.080	<0.0024
Trichloroethene	μM	<0.0098	<0.0065	<0.026	<0.0065	<1.3	<0.26	<0.0065	<0.0065
cis-1,2-Dichloroethene	μM	<0.0028	0.49	257	0.52	<2.0	<0.39	1.5	<0.0098
Vinyl Chloride	μM	1.5	0.63	75	3.0	<5.6	17	2.8	<0.028
Ethene	μM	0.11	2.3	33.2	20	3.0	15.4	7.9	8.9
1,1,1-Trichloroethane	μM	1.3	<0.0041	<0.16	<0.0041	1334	148	24	0.42
1,1-Dichloroethane	μM	<0.0081	1.2	5.1	0.93	386	53	41	0.30
1,2-Dichloroethane	μM	<0.011	<0.0081	<0.32	<0.0081	<1.6	<0.32	0.26	<0.0081
1,1-Dichloroethene	μM	0.24	<0.011	<0.43	<0.011	<2.2	1.6	1.1	<0.011
Chloroethane	μM	1.7	4.0	<1.1	51.0	<5.1	83	19	38
Ethane	μM	<0.20	<0.20	<0.20	<0.20	1.3	0.19	<0.20	<0.20

ATTACHMENT C

***45 SEA CLIFF AVENUE
SVE WELL TEST DATA***

**SVE WELL TEST DATA
41 SEA CLIFF AVENUE**

LOCATION	TIME	PID (PPM)	VACUUM (In. of H2O)	
SVE-4 8/29/00	1530	275	36 (Approximately 45 CFM)	
	1600	280		
	1630	165		
	1645	240		
	1700	229		
	1715	156		
	1730	153		
	8/30/00	745		142
	800	392		
	815	248		
SVE-5 8/30/00	845	1650	36 (Approximately 45 CFM)	
	900	1675		
	915	>2000		
	930	>2000		
	945	>2000		
	1000	1510		
	1015	>2000		
	1030	>2000		
1045	>2000			
SVE-6 8/30/00	1115	202	36 (Approximately 45 CFM)	
	1130	240		
	1145	230		
	1200	240		
	1230	228		
	1245	143		
	1300	146		
	1315	148		

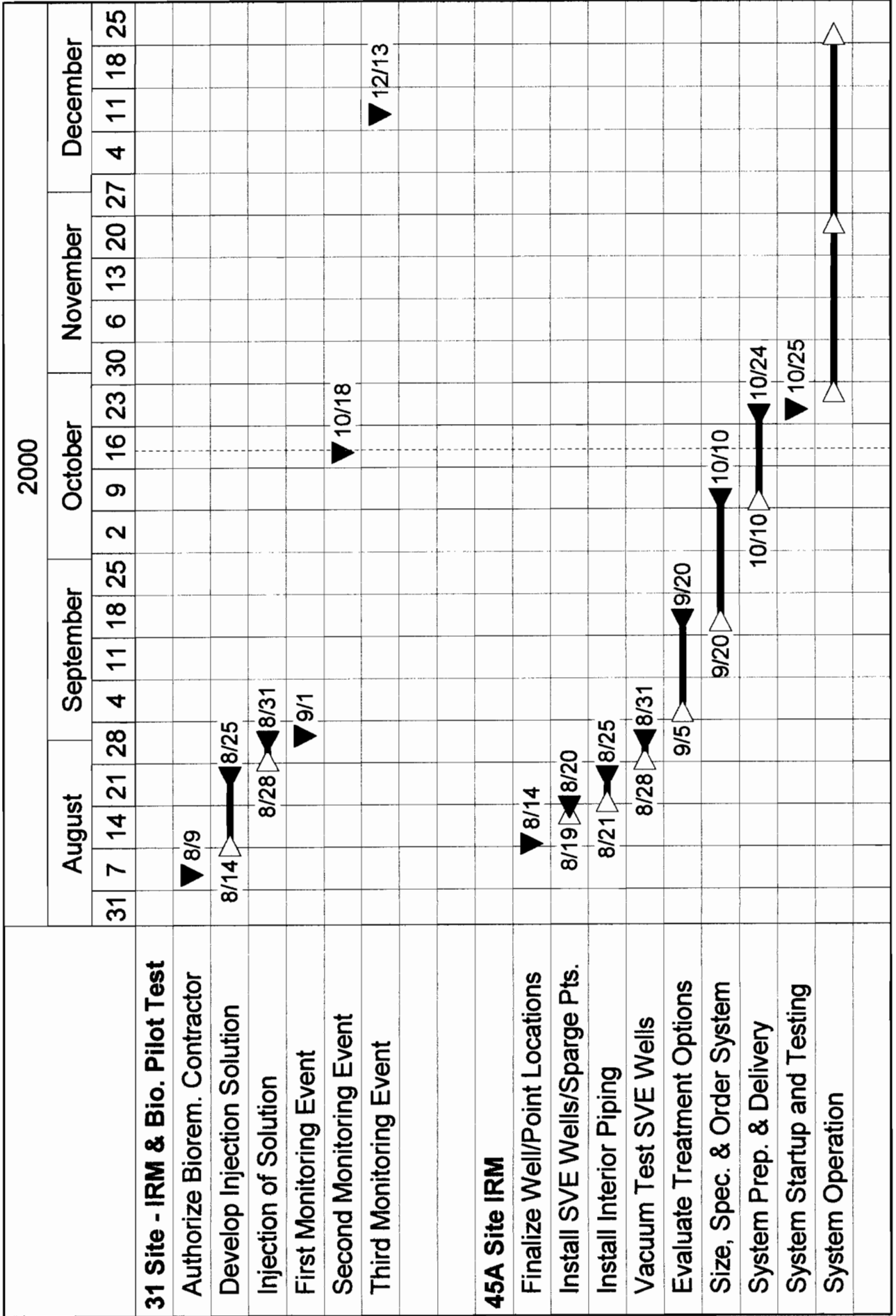
ATTACHMENT D

PROPOSED SCHEDULE OF ACTIVITIES

Photocircuits - Updated Schedule of Remedial Activities 31 & 45 Sea Cliff Avenue Sites

Page 1 of 1

10/18/00



ATTACHMENT E

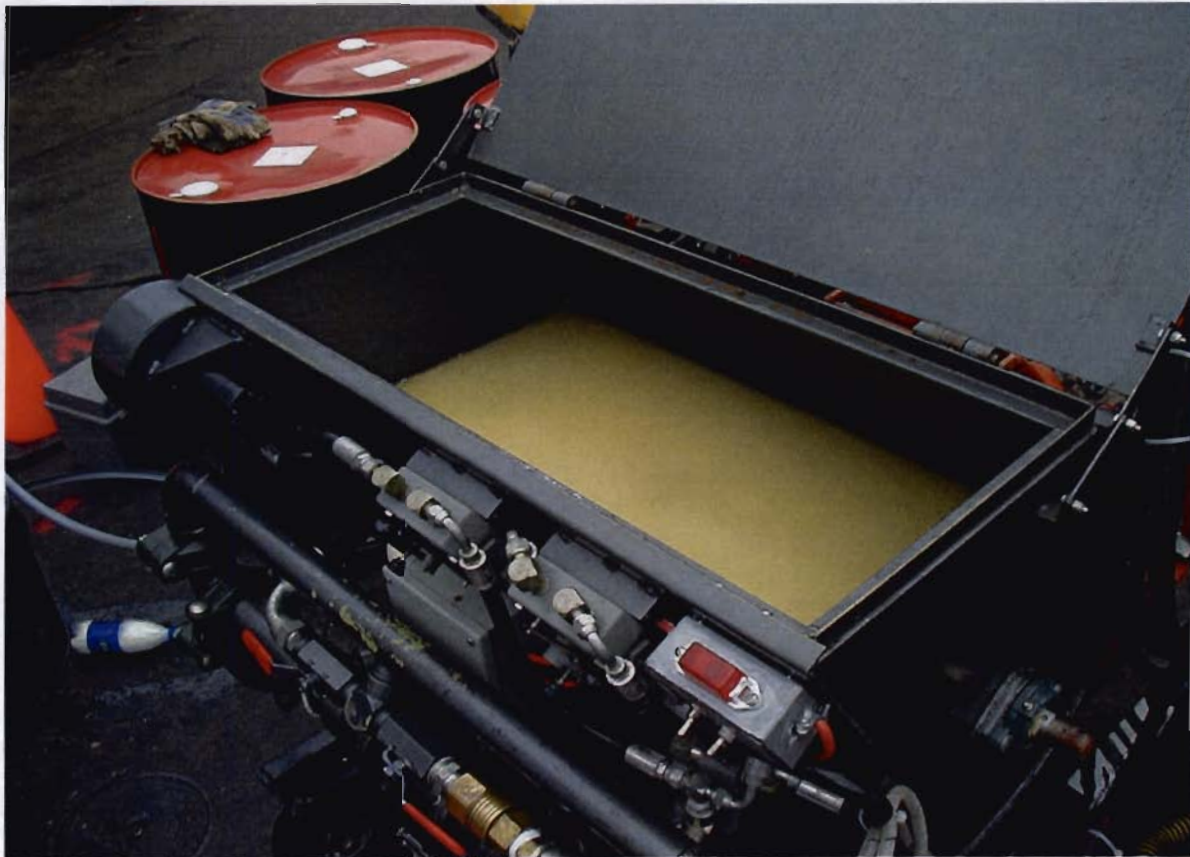
***31 SEA CLIFF AVENUE
BIOREMEDIATION PILOT STUDY PHOTOGRAPHS***



Soil Vapor Extraction System and associated Catalytic Oxidizer installed at 31 Sea Cliff Avenue site.



Preparation of soybean oil/lecithin emulsion for injection at Bioremediation Pilot Study location (31 Sea Cliff Ave).



Injection pump containing soybean oil/lecithin emulsion.



Charging of injection pump with emulsion. Note the stainless steel crossover exhaust between Catalytic Oxidizer and acid scrubber in lower right corner. The corrosion caused by the acidic exhaust stream resulted in the replacement of this section of exhaust with PVC pipe (as discussed in Section 2.1 of this report).



Injection of soybean oil/lecithin emulsion into a borehole.



Installation of SVE/AS-4 inside Building 7 at 45 Sea Cliff Avenue site. Note the channel cut that was required through the production floor. The PVC SVE well riser is evident within the channel cut. The polyethylene tubing inside the channel cut connects to the air sparge point. A vehicle-mounted Geoprobe unit (Mule) had to be pushed by hand through the narrow aisle to access this location.



Portable 1 H.P. blower used to test SVE wells at 45 Sea Cliff Avenue site.

Photocircuits
CORPORATION

FILE COPY

1 May 2000

VIA FACSIMILE (518-457-4198) AND CERTIFIED MAIL, R.R.R.

Chittibabu Vasudevan, Ph.D., P.E.
Chief, Remedial Section A
Bureau of Eastern Remedial Action
Division of Environmental Remediation
New York State Department of Environmental Conservation
50 Wold Road
Albany, NY 12233-7010

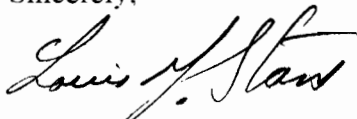
**Re: Sites 130009 and 130053A
First Quarter 2000 Progress Report**

Dear Dr. Vasudevan:

Enclosed please find the First Quarter 2000 Progress Report for the subject sites.

Please contact me, Charlie Nehrig (516-609-1052), or Jim Hadley (516-609-1606) if you have any questions or comments.

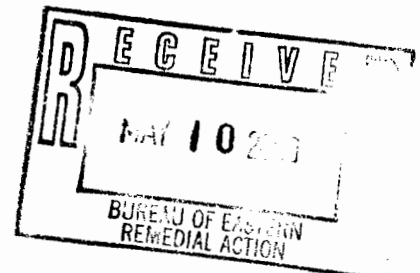
Sincerely,



Louis J. Stans
Director of Technology

cc: Joseph Jones, NYSDEC, Albany, NY (3 copies)
G. Anders Carlson, Ph.D., NYSDOH, Albany, NY (2 copies)
Robert Becherer, NYSDEC, Region 1, Stony Brook, NY (1 copy)
John F. Byrne, Esq., NYSDEC-DEE, Tarrytown, NY (1 copy)
Andy Barber, Barton and Loguidice, P.C., Albany, NY (1 copy)

Enclosure



**FIRST QUARTER 2000
PROGRESS REPORT**

**PHOTOCIRCUITS AND FORMER PASS & SEYMOUR SITES
31 & 45 SEA CLIFF AVENUE**

SITE NUMBERS 1-30-009 AND 1-30-053A

Prepared for:

Photocircuits Corporation
31 Sea Cliff Avenue
Glen Cove, New York 11542

Prepared by:

Barton and Loguidice, P.C.
P.O. Box 3107
290 Elwood Davis Road
Syracuse, NY 13220

1 May 2000

1.0 Introduction

This First Quarter 2000 Progress Report (1Q00 Report) is being submitted pursuant to the 1997 Order on Consent between Photocircuits Corporation and the New York State Department of Environmental Conservation (NYSDEC).

During the First Quarter of 2000 the following tasks were accomplished:

- On 9 February 2000 representatives of Photocircuits Corporation and the NYSDEC met along with Photocircuits Corporation's consultant Andy Barber, Barton and Loguidice, P.C. and discussed results to-date and proposed actions for the next 18-months.
- On 3 March 2000 Barton and Loguidice submitted the "Work Plan 2000 for Remedial Investigation (RI) Completion, Interim Remedial Measure (IRM) Implementation, and Feasibility Study (FS)" to NYSDEC. The Work Plan 2000 included:
 - methodology for groundwater sampling at deeper than 50 feet-below ground surface (ft-bgs) near MW-7 via GeoProbe. This methodology was modified by Photocircuits' 16 March 2000 letter to NYSDEC and further modified by the NYSDEC in their conditional approval letter dated 21 March 2000;
 - concept design of the soil vapor extraction (SVE) IRM for 31 Sea Cliff Ave.
 - concept design of the air sparging (AS) and SVE IRM for Building 7, former Pass & Seymour, 45 Sea Cliff Ave;
 - concept design of a bioremediation pilot study for addressing groundwater contamination at 31 Sea Cliff Avenue;
 - plan for the Focused Feasibility Study (FFS);
 - IRM and FFS schedule.
- Construction on the 31 Sea Cliff SVE IRM was completed in March 2000. However, due to damage to the SVE blower during transport, the system was not started up until 19 April 2000, when the repaired blower was delivered.
- The deeper than 50 ft-bgs sampling near MW-7 for the RI completion was performed on 23 March 2000.

2.0 Soil Vapor Extraction Start-up and Operation for 31 Sea Cliff Avenue IRM

The 31 Sea Cliff Avenue SVE system has been operating continuously since April 19. Soil vapors are being drawn from SVE wells 1 to 5. SVE well 6 is not yet in service, in accordance with the phased approach described in the Work Plan 2000 (Section 3.1). Vacuums at well heads range from 25 to 50 inches of water. Flow rates range from 20 to 100 cubic feet per minute (cfm). The total vapor extraction rate is approximately 270 cfm.

Air samples were collected at the inlet and outlet to the activated carbon air treatment system on April 19 and April 28. Preliminary results from the April 19 sampling detected no chemicals of concern (CoC) in the air treatment system outlet. Air treatment system performance has also been monitored with a photoionization detector (PID),

which has confirmed the results of the April 19 sampling. Air sampling will continue as specified in the Work Plan 2000 (Section 3.4).

The preliminary results from the April 19 inlet air sampling indicate that approximately six (6) pounds per day of 1,1,1-trichloroethane and 0.1 pounds per day of 1,1-dichloroethane are being extracted. Preliminary results showed no other compounds detected in the untreated extracted soil vapor (i.e. the inlet air sample).

3.0 Remedial Investigation (RI) Completion - Groundwater Sampling Event Methodology

A Geoprobe unit was mobilized to the site for the performance of the groundwater sampling in support of RI completion. The first two attempts to advance Geoprobe borings near well MW-7 (within 10 feet of the well) encountered refusal at 20 feet and 4 feet below ground surface, respectively. At the third location, a Geoprobe Screen Point 15 groundwater sampler was advanced to the desired depth of 80 feet below ground surface. The groundwater sampler is equipped with a slotted well screen (.004 inch or 0.1 mm slot), 41 inches in length, contained in a protective sheath. Once the sampler was driven to the desired depth, chase rods were inserted into the Geoprobe rods, and the Geoprobe rods were retracted roughly four feet to expose the well screen to the formation. A section of 3/8 inch diameter polyethylene tubing equipped with a stainless steel bottom check valve was then inserted down the probe rods to the depth of the well screen. The tubing was then oscillated up and down, driving a water column to the surface. Approximately one gallon of groundwater was purged prior to the collection of a groundwater sample. Samples were collected for analysis of volatile organic compounds (VOC) in 40 ml screw cap septum vials. The vials were placed in a cooler and kept on ice until delivery to the laboratory. The Geoprobe rods were retracted to a depth of 65 feet and then to 50 feet, with the sampling process repeated at each depth. The boring was sealed with a bentonite slurry following the groundwater sampling. Samples and a trip blank were delivered to Adirondack Environmental Services of Albany, New York for analysis of VOCs by U.S. Environmental Protection Agency (USEPA) Method 8260.



ENVIRONMENTAL
CONSERVATION

Notice of Public Meeting

Thursday
April 27, 2000
7:00 p.m.

Glen Cove City Hall
9 Glen Street
Glen Cove, NY

Directions:

From Long Island Expressway or Northern State Parkway go north on Glen Cove Road to downtown Glen Cove, make right onto Pulaski Street, go 1 block north, make left on Glen Street.

For More Information:

NYSDEC Central Office
50 Wolf Road, Room 242
Albany, NY 12233-7010
Attn: Joseph G. Jones
Project Manager
(518) 457-1708

NYSDOH, Flanigan Square
547 River Street
Troy, N.Y. 12180
(518) 402-7880
1-800-458-1158 ext. 27530

PHOTOCIRCUITS SITE

Site # 1-30-009

PASS AND SEYMOUR SITE

Site # 1-30-053A

Town of Glen Cove, Nassau County

Fact Sheet - April 2000

The New York State Department of Environmental Conservation (NYSDEC), in consultation with the New York State Department of Health (NYSDOH), is conducting a public meeting to update the public on the progress made to date and the planned future activities at the Photocircuits and Pass and Seymour sites. Remedial Investigation (RI) reports are available for both sites, and Photocircuits will be undertaking Interim Remedial Measures (IRMs) at both sites. In addition, Photocircuits intends to conduct a pilot study for the use of bioremediation at the Photocircuits site.

The details of the interim remedial measures and the pilot study for bioremediation will be formally presented at a public meeting to be held at 7:00 PM on Thursday, April 27, 2000 at the Glen Cove City Hall, 9 Glen Street, Glen Cove. At the public meeting, representatives from NYSDEC and NYSDOH will be available to discuss details of the investigations and the IRMs.

Site Locations and Descriptions:

The Photocircuits and Pass and Seymour sites are located on the south side of Sea Cliff Avenue in Glen Cove, New York. The Pass and Seymour site was purchased by Alpha Forty-Five L.L.C in April 1996, and is currently leased by Photocircuits in connection with its manufacturing operations. The Photocircuits Site is bordered by Pall Corporation to the north, Glen Cove Arterial Highway to the east, and the Glen Head Country Club to the south, and the Pass and Seymour site to the west. The Pass and Seymour site is bordered by the Associated Drapery site to the north, Pall Corp. to the Northeast, and Photocircuits to the east, south and west. Please refer to the attached site location map.

A preliminary site investigation for both sites was carried out in 1996, followed by a remedial investigation, completed in September 1998. Supplemental groundwater data was collected in the Fall of 1999. The reports for these investigations are available in the repositories listed below. Volatile organic compound (VOC) contamination was found in both soil and groundwater at the Photocircuits site. 1,1-Dichloroethane (DCA) was the dominant contaminant, and it was found in concentrations of up to 30,000 parts per billion (ppb) in groundwater and up to 1,500 ppb in soils. The greatest contaminant concentrations were found behind the Main Building (Bld. 1) adjacent to the Glen Cove Arterial Highway. VOC contamination was also detected at the Pass and Seymour site, with concentrations of tetrachloroethylene up to 2,500 ppb in soils and 32,000 ppb in groundwater. The greatest concentrations were found beneath the westernmost building on the property (Bld. 7). A pilot study utilizing Air Sparging/Soil Vapor (AS/SVE) extraction technology was conducted on Photocircuits property during June of 1999.

Description of the scheduled Interim Remedial Measures and planned pilot study:

Utilizing the results of the AS/SVE pilot study, Photocircuits will conduct Interim Remedial Measures at the most contaminated areas on both sites. The SVE system at the Photocircuits property has already been installed and is scheduled to begin operation in April of 2000. The AS/SVE system at Pass and Seymour will be installed in the summer of 2000. In addition, Photocircuits will conduct a pilot study for Bioremediation at the Photocircuits site, which is scheduled to begin in mid May of 2000. This technology involves culturing natural microorganisms taken from the Photocircuits Site and then returning them with nutrients to contaminated areas.

New York State Department of Environmental Conservation
Division of Environmental Remediation
Bureau of Eastern Remedial Action, Room 242
50 Wolf Road, Albany, New York 12233-7010
Phone: (518) 457-1708 • **FAX:** (518) 457-4198
Website: www.dec.state.ny.us



FILE COPY

March 21, 2000

VIA FAX AND MAIL

Louis J. Stans
Director of Engineering
Photocircuits Corporation
31 Sea Cliff Avenue
Glen Cove, NY 11542

Dear Mr. Stans:

Ref: Photocircuits Site #1-30-009
Pass & Seymour Site # 1-30-053A

The Department has received your Letter of March 16, 2000 conveying the addendum to section 2.0 of the Work Plan 2000 for Remedial Investigation (RI) Completion, Interim Remedial Measure (IRM) Implementation and Feasibility Study (FS). The Department does not approve the use of a total VOC concentration of 1,000 ug/L (measured by a portable GC) as an appropriate criterion for determination of maximum sampling depth, since 1,000 ug/L greatly exceeds the Department's groundwater cleanup criteria. The Department approves the geoprobe sampling method proposed in the Addendum subject to the continuance of geoprobe sampling at 10 foot intervals to a minimum depth of 80 feet.

If you have any questions, please contact me or Joseph Jones at the telephone number listed above.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chittibabu Vasudevan'.

Chittibabu Vasudevan, Ph.D., P.E.
Chief, Remedial Section A

cc: Andrew Barber



bc: S. Ervolina
J. Jones
R. Gaborow

FILE COPY

New York State Department of Environmental Conservation
Division of Environmental Remediation
Bureau of Eastern Remedial Action, Room 242
50 Wolf Road, Albany, New York 12233-7010
Phone: (518) 457-1708 • FAX: (518) 457-4198
Website: www.dec.state.ny.us



March 06, 2000

VIA FAX AND MAIL

Louis J. Stans
Director of Engineering
Photocircuits Corporation
31 Sea Cliff Avenue
Glen Cove, NY 11542

Dear Mr. Stans:

Ref: Photocircuits Site #1-30-009
Pass & Seymour Site # 1-30-053A

The Department has received your letter of February 18, 2000. In this letter you suggest that the Department review data collected from well 8 on the Photocircuits property, and accept this data as a substitute for additional data collection in the area of wells 7 and 14. The Department has reviewed the data collected from well 8, but finds that the location of well 8 is too far removed from the target area (the area near wells 7 and 14) to be an adequate substitute for further sampling in the area of wells 7 and 14. Further, as you recall from the conference call, the Department and Mr. Andrew Barber, your consultant, are of the opinion that it should be possible to sample groundwater 50 feet bgs without compromising the integrity of the clay layer, given proper drilling procedures and well construction.

If you have any questions, please contact me or Joseph Jones at the telephone number listed above.

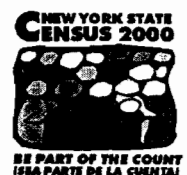
Sincerely,

A handwritten signature in black ink, appearing to read 'Chittibabu Vasudevan'.

Chittibabu Vasudevan, Ph.D., P.E.
Chief, Remedial Section A

cc: Andrew Barber

bc: S. Ervolina
J. Jones
R. Gaborow



New York State Department of Environmental Conservation
Division of Environmental Remediation
Bureau of Eastern Remedial Action, Room 242
50 Wolf Road, Albany, New York 12233-7010
Phone: (518) 457-1708 • **FAX:** (518) 457-4198
Website: www.dec.state.ny.us



FILE COPY

February 11, 2000

VIA FAX AND MAIL

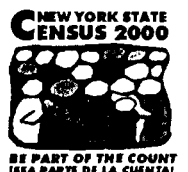
Louis J. Stans
Director of Engineering
Photocircuits Corporation
31 Sea Cliff Avenue
Glen Cove, NY 11542

Dear Mr. Stans:

Ref: Photocircuits Site #1-30-009
Pass & Seymour Site # 1-30-053A

The purpose of this letter is to summarize the agreements reached between the Department of Environmental Conservation (Chittibabu Vasudevan, Joseph Jones and Richard Gaborow) and Photocircuits (Louis J. Stans, Kevin Hildreth and James Henry (with consultant Andrew Barber)) during the February 9, 2000 teleconference held to discuss the expedition of the implementation schedules for remedial measures or interim remedial measures at the subject sites. The salient resolutions were:

- Photocircuits will complete the installation of the SVE system at the Photocircuits site, and begin operation of the system during March 2000.
- As soon as practicable, Photocircuits will sample groundwater in the area of monitoring wells 7 and 14 at depths sufficient to ensure that the total vertical extent of groundwater contamination at this location is known.
- Photocircuits will conduct a pilot test for the use of bioremediation as a remedial measure to address groundwater contamination at the Photocircuits site. A pilot test work plan will be submitted to the Department by Photocircuits for review. Should Photocircuits elect to propose bioremediation for this site, the results of the pilot test will be presented to the Department as part of a Focused Feasibility Study (FFS) for the Photocircuits site. The FFS will consider and evaluate other applicable remedial technologies and will be presented to the Department by September 2000.
- The SVE/AS system proposed for the Pass and Seymour site will be installed and operating by the end of June 2000.



Louis J. Stans

-2-

January 25, 2000

The Department is very concerned that this schedule be kept. If you have any questions, please contact me or Joseph Jones at the telephone number listed above.

Sincerely,

A handwritten signature in black ink, appearing to read "Chittibabu Vasudevan". The signature is fluid and cursive, with a long horizontal stroke at the end.

Chittibabu Vasudevan, Ph.D., P.E.
Chief, Remedial Section A

cc: Andrew Barber

bc: S. Ervolina
J. Jones
R. Gaborow



MEMORANDUM

FORM 2

TO: Joe Jones
FROM: Denise Livingston, BERA *DWL*
RE: Freedom of Information (FOIL) Request # **00-68**
DATE: January 26, 2000

Attached is a FOIL request for **Photocircuits & Pass & Seymour (Site #1-30-053A)**

Please use the form below to advise me if you do not you maintain records for this site.

Send me and Ruth Earl a copy of the response. When you cc Ruth Earl, next to her name type in the foil number (if there is one).

Please see me if you need assistance in responding to this FOIL.

TO: Denise Livingston, BERA

FROM: _____

1. I do/do not maintain records on the FOIL request.
2. The correct records custodian is _____.

Attach.

cc: C. Vasudevan

1999

DRAFT - SUBJECT TO FURTHER GOVERNMENTAL REVIEW AND REVISION

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

In the Matter of the
Implementation of an
Investigation and, if needed,
Remediation of
Pass and Seymour, Inc.
by

AGREEMENT

INDEX NUMBER: W1-0771-96-07

Photocircuits Corporation
and
Alpha Forty-Five L.L.C.

Volunteers.

Site # 130053A

CONSIDERING,

1. The New York State Department of Environmental Conservation (the "Department") is responsible for enforcement of the Environmental Conservation Law of the State of New York ("ECL"). This Agreement is entered into pursuant to the Department's authority under that law and constitutes an administrative settlement for purposes of 42 USC 9613(f).

2. A. The property which is the subject of this Agreement is located at 45A Sea Cliff Avenue, Glen Cove, Nassau County, New York (hereinafter referred to as the "Site"). The Site is located on the south side of Sea Cliff Avenue in the Sea Cliff Industrial Area. The Tax Map Numbers for the Site are Section 21, Block S, Lots 844, 895A, 895B, 896, 897 and 898. Exhibit "A" of this Agreement is a map of the Site showing its general location.

B. Photocircuits Corporation ("Volunteer") is a corporation organized and existing under the laws of the State of New York, with offices at 31 Sea Cliff Avenue, Glen Cove, Nassau County, New York.

C. Alpha Forty-Five L.L.C. ("Volunteer") is the current owner of the Site with an office at 31 Sea Cliff Avenue, Glen Cove, Nassau County, New York. Alpha Forty-Five L.L.C. has been the Site owner since April 30, 1996.

D. Volunteer Photocircuits Corporation and Volunteer Alpha Forty-Five L.L.C. are collectively referred to as "Volunteers" for purposes of this Agreement.

3. A Preliminary Site Assessment (PSA), completed in 1994, confirmed the presence of Tetrachloroethylene (PCE) in the soil and groundwater exceeding the New York State Class GA standard. Photocircuits Corporation conducted a Preliminary Site Investigation at the Site in August 1996 to verify and update the results of previous investigations. Photocircuits Corporation has submitted the results of this Preliminary Site Investigation to the Department. This Preliminary Site Investigation confirmed the presence of Tetrachloroethylene (PCE) in the soil and groundwater exceeding the New York State Class GA standard. This contamination continues to exist at the present time (the "Existing Contamination").

4. A. The Site has been used for industrial purposes. The former owners of the property, Enal Development Corp., Pass and Seymour, Inc., and Slater Electric, Inc. were engaged in the manufacture of electric components, switches, outlets and wall boxes, and performed a manufacturing process involving injection molding of plastic components. Volunteers intend to utilize the Site for general industrial or commercial purposes in the future (the "Contemplated Use").

B. Volunteers represent, and for the purposes of this Agreement, the Department relies on those representations, that Volunteers' involvement with the Site and with the facility on the Site is limited to the following: Volunteer Photocircuits Corporation has not taken title to the Site, has not previously owned or operated the Site, and is not otherwise responsible under law to remediate the Existing Contamination. Volunteer Alpha Forty-Five L.L.C. took title to the Site on April 30, 1996, and has not previously owned or operated the Site.

5. The Department has the power, inter alia, to provide for the prevention and abatement of all water, land, and air pollution. ECL 3-0301.1.i.

6. A. The Department alleges that the Site is an inactive hazardous waste disposal site, as that term is defined at ECL 27-1301.2. The Department has classified the Site with a Classification "2" pursuant to ECL 27-1305.4.b.

B. ECL 27-1313.3 provides that the Department shall be responsible for inactive hazardous waste disposal site remedial programs, except as provided in Section 1389-b of the Public Health Law. ECL 27-1313.3.a provides that whenever the Commissioner of Environmental Conservation finds that hazardous wastes at an inactive hazardous waste disposal site constitute a significant threat to the environment, he may order the owner of such site and/or any person responsible for the disposal of hazardous wastes at such site (i) to develop an inactive hazardous waste disposal site remedial program, subject to the approval of the Department, at such site, and (ii) to implement such program within reasonable time limits specified in the order.

C. The regulations implementing ECL Article 27, Title 13 authorize at 6 NYCRR 375-1.2(e)(2)(ii) the proponents of any activity to demonstrate to the Department that such activity will not have the effect described in 6 NYCRR 375-1.2(e)(2)(i) by such demonstration as the Department may find acceptable.

D. Volunteers wish to enter into this Agreement in order to ensure, and the Department hereby determines that this Agreement constitutes a demonstration, that any remedial action undertaken under this Agreement will be in compliance with the ECL and will not:

1. prevent or interfere significantly with any proposed, ongoing or completed remedial program at the Site, or
2. expose the public health or the environment to a significantly increased threat of harm or damage.

7. A. Volunteers also wish to enter into this Agreement in order to resolve their potential liability for investigating and, if necessary, remediating the Existing Contamination as an operator (and for Volunteer Alpha Forty-Five L.L.C., which has taken title to the Site, as an owner) under ECL Article 27, Title 13. The Department finds that such resolution, undertaken in accordance with the terms of this Agreement, is in the public interest.

B. Volunteers, desirous of implementing an investigation program and, if necessary, a remediation program acceptable to the Department sufficient to allow Volunteers to proceed with their plans to use the Site for the Contemplated Use, consent to the terms and conditions of this Agreement.

8. The Department published a notice of proposed entry into this Agreement in the April 23, 1997 issue of the Department's Environmental Notice Bulletin and provided written notice to the City of Glen Cove and Nassau County of the proposed entry of this Agreement and solicited comments from the public and from those local governments on this Agreement, including the remedial work plan for the Site. The Department received no comments.

9. The Department and Volunteers agree that the goals of this Agreement are:

- A. for Volunteers to (i) implement the Department-approved investigation work plan pertaining to the Site attached to this Agreement as Exhibit "B" and made a part of this Agreement (the "Investigation Work Plan") and, if necessary, develop and implement a Department-approved remedial work plan pertaining to the Site ("Remedial Work Plan"); and (ii) reimburse the State's administrative costs as provided in this Agreement, and

B. for the Department and the Trustee of New York State's natural resources (the "Trustee") to release Volunteers and their successors and assigns, under the conditions set forth in this Agreement, from any and all claims, actions, suits, and proceedings by the Department or by the Trustee, which may arise under any applicable law as a result of the Existing Contamination.

10. Volunteers, without the admission, adjudication or finding of liability or any issue of law or fact, agree to be bound by the terms of this Agreement. Volunteers consent to and agree not to contest the authority or jurisdiction of the Department to enter into or enforce this Agreement, and agree not to contest the validity of this Agreement or its terms.

IN CONSIDERATION OF AND IN EXCHANGE FOR THE DEPARTMENT'S RELEASE AND COVENANT NOT TO SUE SET FORTH IN THIS AGREEMENT AND FOR THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, VOLUNTEERS AGREE TO THE FOLLOWING:

I. Performance and Reporting of the Investigation Work Plan and Development and Implementation of the Remedial Work Plan, if Necessary

A. Within 30 days after the effective date of this Agreement, Volunteers shall commence implementation of the Investigation Work Plan attached to this Agreement and made a part of it as Exhibit "B", and implement it in accordance with its terms..

B. Volunteer shall notify the Department of any significant difficulties that may be encountered in implementing the Investigation Work Plan or any Department-approved modification to it and shall not modify any obligation unless first approved by the Department.

C. In accordance with the schedule contained in the Investigation Work Plan, Volunteers shall submit to the Department a final investigative report. The final investigative report shall:

1. include all data generated and all other information obtained during the investigation;
2. provide all of the assessments and evaluations identified in the Investigation Work Plan;
3. identify any additional data that must be collected; and

4. include a certification by the individual or firm with primary responsibility for the day-to-day performance of the investigation that all activities that comprised the investigation were performed in full accordance with the Investigation Work Plan.

D. 1. After its acceptance of the final investigative report submitted under Subparagraph I.C. of this Agreement, the Department shall determine whether it has sufficient information respecting the nature and extent of the contamination on the Site.

i. If the Department determines that it does not have sufficient information respecting the nature and extent of the Site's contamination, it will so inform Volunteers in writing. Volunteers shall collect such additional data under a Department-approved revision to the Investigation Work Plan, which shall be attached to this Agreement as Exhibit "B-1" and made a part of this Agreement, unless within 10 days after receipt of the Department's written notification, Volunteers elect not to collect such additional data, in which event, Volunteers' obligations under this Agreement (except those under Paragraphs VI and IX of this Agreement and the Department's right to enforce such obligations under Paragraph IV of this Agreement) shall terminate effective the date of Volunteers' written notification and both parties retain whatever rights they may have had respecting each other as they had before the effective date of this Agreement.

ii. If the Department determines that it has sufficient information respecting the nature and extent of the Site's contamination, it will so inform Volunteers in writing, and the Department will inform it in that communication whether the Department believes that remediation of contamination on the Site is needed to allow the Site to be used for general industrial or commercial purposes (the "Contemplated Use").

2. If the Department determines that no remediation is needed to allow the Site to be used for the Contemplated Use, it shall so state in writing and shall provide Volunteers with the forbearance, release and covenant not to sue described in Subparagraph I.J. of this Agreement and with the "no further action" letter described in Subparagraph I.K. of this Agreement.

3. If the Department determines that remediation is needed to allow the Site to be used for the Contemplated Use, it shall so state in writing. After receipt of such writing, the parties will develop a proposed Remedial Work Plan. The proposed Remedial Work Plan shall provide, *inter alia*, that if during the Remedial Plan's implementation, contamination is discovered that was not discussed in the final investigative report, Volunteers shall investigate the nature and extent of such newly discovered contamination, and the Work Plan shall be revised to have Volunteers remediate such newly discovered contamination in the event that this remediation is needed to allow the Contemplated Use to proceed.

4. Upon development of a proposed Remedial Work Plan, the Department will publish a notice in the Environmental Notice Bulletin to inform the public of the public's opportunity to submit to the Department by no later than 30 days after the date of the issue of the Environmental Notice Bulletin in which the notice shall appear, comments on the proposed Remedial Work Plan and shall mail an equivalent notice to the City of Glen Cove and Nassau County. If, as a result of its review of the comments received, the Department determines that the proposed Remedial Work Plan to implement the Department-approved remedial activities for the Site must be revised:

i. due to environmental conditions related to the Site that were unknown to the Department at the time of its approval of the proposed Remedial Work Plan; or

ii. due to information received, in whole or in part, after the execution of this Agreement, which indicates that the activities carried out in accordance with the proposed Remedial Work Plan are not sufficiently protective of human health and the environment for the Contemplated Use.

then the Department will so notify Volunteers and will immediately commence negotiations with Volunteers to revise the proposed Remedial Work Plan and, if necessary, other components of the Agreement accordingly. However, if Volunteers and the Department cannot agree upon revisions to the Remedial Work Plan, then, except with respect to Volunteers' obligations under Paragraphs VI and IX of this Agreement and the Department's right to enforce such obligations under Paragraph IV of this Agreement, then the provisions of Subparagraph VII.B. (Dispute Resolution) shall take effect. If both parties agree to a revised Remedial Work Plan, the revised Remedial Work Plan shall be attached to this Agreement as Exhibit "C-1;" Volunteers shall implement that Work Plan instead of the one contained in Exhibit C;" and, unless revised as provided in Subparagraph I.F.2 of this Agreement, all references to "Remedial Work Plan" in this Agreement shall refer to the one contained in Exhibit "C-1."

E. Volunteers shall commence implementation of the Remedial Work Plan attached to this Agreement and made a part of it as Exhibit "C."

F. 1. Volunteers shall carry out the Remedial Work Plan in accordance with its terms.

2. The parties agree that the Remedial Work Plan will be modified in the event that contamination previously unknown is encountered during the Remedial Work Plan's implementation, or if the results of sampling and analysis fail to satisfy the criteria articulated in Section 2.4 of the Investigation Work Plan. Such modification(s) shall appear in Exhibit "C-1" and all references to "Remedial Work Plan" in this Agreement shall refer to the

one contained in Exhibit C-1. However, if Volunteers and the Department cannot agree upon modification(s) to the Remedial Work Plan, then except with respect to Volunteers' obligations under Paragraphs VI and IX of this Agreement and the Department's right to enforce such obligations under Paragraph IV of this Agreement, the provisions of Subparagraph VII.B (Dispute Resolution) shall take effect. Volunteers shall not leave the Site in a condition, from the perspective of human health and environmental protection, worse than that which prevailed before remedial activities were commenced.

3. Volunteers shall notify the Department of any significant difficulties that may be encountered in implementing the Remedial Work Plan, any Department-approved modifications to the Remedial Work Plan, or any Department-approved detail, document, or specification prepared by or on behalf of Volunteers pursuant thereto and shall not modify any obligation unless first approved by the Department.

G. During implementation of all construction activities identified in the Remedial Work Plan, Volunteers shall have on-Site a full-time representative who is qualified to supervise the work done.

H. In accordance with the schedule contained in the Remedial Work Plan, as may be modified by agreement between the parties, Volunteers shall submit to the Department a final engineering report. The final engineering report shall include a detailed post-remedial operation and maintenance plan ("O&M Plan"), to the extent necessary; "as-built" drawings showing all changes made during construction, to the extent necessary; and a certification that all activities were completed in full accordance with the Remedial Work Plan, any Department-approved modification to the Remedial Work Plan, any Department-approved detail, document, or specification prepared by or on behalf of Volunteers pursuant thereto, and this Agreement. The O&M Plan, "as-built" drawings, final engineering report, and certification must be prepared, signed, and sealed by a professional engineer.

I. Should post-remedial operation and maintenance prove to be necessary, upon the Department's approval of the O&M Plan, Volunteers shall implement the O&M Plan in accordance with the schedule and requirements of the Department-approved O&M Plan.

J. 1. i. Within 60 days after receipt of the final engineering report and certification, the Department shall notify Volunteers in writing whether the Department is satisfied with the implementation of the Remedial Work Plan, any Department-approved modification to the Remedial Work Plan, any Department-approved detail, document, or specification prepared by or on behalf of Volunteers pursuant thereto, and this Agreement.

ii. Within 60 days after completion of the Department-approved O&M Plan, if any, Volunteers shall submit to the Department a final engineering report and certification that the post-remedial construction operation and maintenance activities identified in the Department-approved O&M Plan were implemented in accordance with that

plan. The Department shall notify Volunteers whether it is satisfied with the O&M Plan's implementation.

2. Upon being satisfied that the Site-specific cleanup levels identified in, or to be identified in accordance with, the Remedial Work Plan have been reached, the Department shall notify Volunteers in writing of its satisfaction and, except with the reservations identified below, the Department and the Trustee release, covenant not to sue and shall forbear from bringing any action, proceeding, or suit against, Volunteers for the further investigation and remediation of the Site, and for natural resources damages based upon the release or threatened release of any Existing Contamination, provided that (a) timely payments of the amounts specified in Paragraph VI of this Agreement continue to be or have been made to the Department, (b) appropriate notices and deed restrictions have been recorded in accordance with Paragraphs X and XI of the Agreement, and (c) Volunteers and/or their lessees, sublessees, successors, or assigns promptly commence and diligently pursue to completion the Department- approved O&M Plan, if any. Nonetheless, the Department and the Trustee hereby reserve all of their respective rights concerning, and such release, covenant not to sue, and forbearance shall not extend to any further investigation or remedial action the Department deems necessary:

- i. due to the off-Site presence of petroleum that may have migrated off-Site from an on-Site source, irrespective of whether the information available to Volunteers and the Department at the time of the development of the Remedial Work Plan disclosed the existence or potential existence of such off-Site presence;
- ii. due to environmental conditions related to the Site that were unknown to the Department at the time of its approval of the Remedial Work Plan which indicate that Site conditions are not sufficiently protective of human health and the environment for the Contemplated Use;
- iii. due to information received, in whole or in part, after the Department's approval of the final engineering report and certification, which indicates that the activities carried out in accordance with the Remedial Work Plan are not sufficiently protective of human health and the environment for the Contemplated Use;
- iv. due to Volunteers' failure to implement this Agreement to the Department's satisfaction; or
- v. due to fraud committed, or mistake made, by Volunteers in demonstrating that the Site-specific cleanup levels identified in, or to be identified in accordance with the Remedial Work Plan were reached.

Additionally, the Department and the Trustee hereby reserve all of their respective rights concerning, and any such release, covenant not to sue, and forbearance shall not extend to

Volunteers if they cause a, or suffer the, release or threat of release, at the Site of any hazardous substance (as that term is defined at 42 U.S.C. 9601[14]) or petroleum (as that term is defined in Navigation Law Section 172[15]), other than Existing Contamination; or if they cause a, or suffer the use of the Site to, change from the Contemplated Use to one requiring a lower level of residual contamination before that use can be implemented with sufficient protection of human health and the environment; nor to any of Volunteers' lessees, sublessees, successors, or assigns who causes a, or suffers the, release or threat of release , at the Site of any hazardous substance (as that term is defined at 42 USC 9601[14]) or petroleum (as that term is defined in Navigation Law Section 172[15]), other than Existing Contamination, after the effective date of the Agreement; who causes a, or suffers the use of the Site to, change from the Contemplated Use to one requiring a lower level of residual contamination before that use can be implemented with sufficient protection of human health and the environment; or who is otherwise a party responsible under law for the remediation of the Existing Contamination independent of any obligation that party may have respecting same established resulting solely from the Agreement's execution.

3. Notwithstanding any other provision in this Agreement, if with respect to the Site there exists or may exist a claim of any kind or nature on the part of the New York State Environmental Protection and Spill Compensation Fund against any party, nothing in this Agreement shall be construed, or deemed, to preclude the State of New York from recovering such claim.

K. If the Department is satisfied with the implementation of the Remedial Work Plan and Department-approved design, the Department shall provide Volunteers with a written "no further action" letter substantially similar to the model letter attached to this Agreement and incorporated in this Agreement as Exhibit "D."

L. 1. Notwithstanding any other provision of this Agreement, with respect to any claim or cause of action asserted by the Department or the Trustee, the one seeking the benefit of the forbearance, covenant not to sue, or release set forth in Subparagraph I.J. or in a "no further action" letter issued under Subparagraph I.K. of this Agreement, shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributed solely to Existing Contamination.

2. Except as above provided in Subparagraph I.J. of this Agreement and in the "no further action" letter issued under Subparagraph I.K. of this Agreement, nothing in this Agreement is intended as a release, forbearance, or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the Department, the Trustee, or the State of New York may have against any person, firm, corporation, or other entity not a party to this Agreement. In addition, notwithstanding any other provision in this Paragraph I. of this Agreement, the forbearance, covenant not to sue, and release described in Subparagraph I.J. and in the "no further action" letter issued under Subparagraph I.K. of this Agreement shall not extend to parties (other than

Volunteers) that were responsible under law before the effective date of this Agreement to address the Existing Contamination.

II. Progress Reports

A. Volunteers shall submit to the parties identified in Subparagraph XII.A.1 in the numbers specified therein copies of written quarterly progress reports that:

1. describe the actions which have been taken toward achieving compliance with this Agreement during the previous quarter;
2. include all results of sampling and tests and all other data received or generated by Volunteers or Volunteers' contractors or agents in the previous quarter, including quality assurance/quality control information, whether conducted pursuant to this Agreement or conducted independently by Volunteers;
3. identify all work plans, reports, and other deliverables required by this Agreement that were completed and submitted during the previous quarter;
4. describe all actions, including, but not limited to, data collection and implementation of the Investigation Work Plan and, if necessary, the Remedial Work Plan, that are scheduled for the next quarter and provide other information relating to the progress at the Site;
5. include information regarding percentage of completion, unresolved delays encountered or anticipated that may affect the future schedule for implementation of Volunteers' obligations under the Agreement, and efforts made to mitigate those delays or anticipated delays; and
6. include any modifications to the Investigation Work Plan and, if necessary, the Remedial Work Plan that Volunteers have proposed to the Department and any that the Department has approved.

B. Volunteers shall submit these progress reports to the Department by the tenth day of every quarter following the effective date of this Agreement and Volunteers' obligation to submit the progress reports shall terminate upon its receipt of the written satisfaction notification identified in Subparagraph I.J.2 of this Agreement approving Volunteers' final engineering report and certification concerning the Work Plan's implementation. However, Volunteers shall continue to submit reports concerning the implementation of any O&M Plan that may be required under this Agreement, in accordance with the Plan's requirements.

C. Volunteers also shall allow the Department to attend, and shall provide the Department at least five days advance notice of, any of the following: prebid meetings, job progress meetings, substantial completion meeting and inspection, and final inspection and meeting, provided, however, that Volunteers shall not be required under this Agreement to submit any portions of records and/or information that would disclose privileged mental impressions, conclusions, opinions, or legal theories, as provided for by applicable New York law.

III. Review of Submittals

A. 1. The Department shall review each of the submittals Volunteers make pursuant to this Agreement to determine whether it was prepared, and whether the work done to generate the data and other information in the submittal was done, in accordance with this Agreement and generally accepted technical and scientific principles. The Department shall notify Volunteers in writing of its approval or disapproval of the submittal. All Department-approved submittals shall be incorporated into and become an enforceable part of this Agreement.

2. i. If the Department disapproves a submittal, it shall so notify Volunteers in writing and shall specify the reasons for its disapproval within 30 days (60 days, in the case of the final engineering report and certification) after its receipt of the submittal and may request Volunteers to modify or expand the submittal; provided, however, that the matters to be addressed by such modification or expansion are within the specific scope of work as described in the Investigation Work Plan, and, if necessary, the Remedial Work Plan. Within 30 days after receiving written notice that Volunteers' submittal has been disapproved, Volunteers shall make a revised submittal to the Department which endeavors to address and resolve all of the Department's stated reasons for disapproving the first submittal.

ii. After receipt of the revised submittal, the Department shall notify Volunteers in writing within 30 days of its approval or disapproval. If the Department disapproves the revised submittal, Volunteers may notify the Department within 10 days of receipt of notification of disapproval from the Department that they will further revise the submittal and Volunteers may submit one further revised submittal within 21 days of receipt of notification of disapproval from the Department. If the Department disapproves the revised submittal, and no further revised submittal is made, or if the Department disapproves the further revised submittal once made, unless Volunteers request within 10 days of receipt of notice of the Department's disapproval of the revised submittal or further revised submittal, an opportunity to respond to the Department's objections pursuant to the dispute resolution procedure in Subparagraph VII.B., Volunteers may be held in violation of this Agreement and the Department may take any action or pursue whatever rights it has pursuant to any provision of statutory or common

law. If the Department approves the revised submittal, it shall be incorporated into and become an enforceable part of this Agreement.

B. Within 30 days after the Department's approval of the final engineering report and certification, Volunteers shall submit to the Department one microfilm copy (16 millimeter roll film M type cartridge) of that report and all other Department-approved drawings and submittals. Such submission shall be made to:

Director, Division of Environmental Remediation
New York State Department of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

IV. Enforcement

A. This Agreement shall be enforceable as a contractual agreement under the laws of the State of New York.

B. Volunteers shall not suffer any penalty under this Agreement or be subject to any proceeding or action if they cannot comply with any requirement of this Agreement because of fire, lightning, earthquake, flood, adverse weather conditions, strike, shortages of labor and materials, war, riot, obstruction or interference by adjoining landowners, or any other fact or circumstance beyond Volunteers' reasonable control ("*force majeure* event"). Volunteers shall, within five working days of when they obtain knowledge of any such *force majeure* event, notify the Department in writing. Volunteers shall include in such notice the measures taken and to be taken by Volunteers to prevent or minimize any delays and shall request an appropriate extension or modification of this Agreement. Volunteers shall have the burden of proving by a preponderance of the evidence that an event is a defense to compliance with this Agreement pursuant to this Subparagraph IV.B of this Agreement. Any extension of time hereunder shall be for a period of time not less than the period of delay resulting from such circumstance.

V. Entry upon Site

Volunteers hereby consent to the entry upon the Site or areas in the vicinity of the Site which may be under the control of Volunteers by any duly designated employee, consultant, contractor, or agent of the Department or any State agency having jurisdiction with respect to the matters addressed in the Investigation Work Plan, and, if necessary, the Remedial Work Plan, for purposes of inspection, sampling, and testing and to ensure Volunteers' compliance with this Agreement. The Department shall abide by the health and safety rules in effect for work performed at the Site under the terms of this

Agreement. If reasonably necessary, upon request, Volunteers shall provide the Department with suitable office space at the Site, including access to a telephone, and shall permit the Department full access to all records relating to matters addressed by this Agreement and to job meetings, provided, however, that Volunteers shall not be required under this Agreement to submit any portions of records and/or information that would disclose privileged mental impressions, conclusions, opinions, or legal theories, as provided for by applicable New York law.

VI. Payment of State Costs

A. Within thirty days after receipt of an itemized invoice from the Department, unless Volunteers invoke with regard to the amounts claimed by the Department the dispute resolution mechanism identified in Subparagraph VII.C. within thirty (30) days of the receipt of the invoice, Volunteers shall pay to the Department a sum of money which shall represent reimbursement for the State's expenses reasonably incurred during the implementation of this Agreement with respect to the Existing Contamination, including, but not limited to, direct labor, fringe benefits, indirect costs, travel, analytical costs, and contractor costs incurred by the State of New York, as well as for negotiating this Agreement, reviewing and revising submittals made pursuant to this Agreement, overseeing activities conducted pursuant to this Agreement, collecting and analyzing samples, and administrative costs associated with this Agreement, but not including the State's expenses incurred after the Department's notification identified in Subparagraph I.J.2 of this Agreement of its approval of the final engineering report and certification pertaining to the implementation of the Investigation Work Plan, and, if necessary, the Remedial Work Plan, or, if any, of the Department-approved O&M Plan, whichever is later. Furthermore, the Department may aggregate its billing for more than one year. Each such payment shall be made by check payable to the Department of Environmental Conservation and shall be sent to:

Bureau of Program Management
Division of Environmental Remediation
New York State Department of Environmental Conservation
50 Wolf Road
Albany, NY 12233-7010

Personal service costs shall be documented by reports of Direct Personal Service, which shall identify the employee name, title, biweekly salary, and time spent (in hours) on the project during the billing period, as identified by an assigned time and activity code. Approved agency fringe benefit and indirect cost rates shall be applied. Non-personal service costs shall be summarized by category of expense (e.g., supplies, materials, travel, contractual) and shall be documented by expenditure reports.

B. Reimbursement by Volunteers of future State costs, which are incurred by the New York State Departments of Environmental Conservation and Health after the effective date of this Agreement as defined in Subparagraph XIII.Q. of this Agreement, is capped at Twenty Thousand (\$20,000.00) Dollars annually.

C. As provided for in Subparagraph VII.C. of this Agreement, Volunteers can seek dispute resolution of reimbursement of State costs solely on the following grounds: (1) the cost documentation contains clerical errors; (2) the costs are not related to the Department's activities concerning the Site; or (3) the work for which reimbursement is sought was not necessary.

VII. Dispute Resolution

A. Volunteers' failure to comply with any term of this Agreement constitutes a violation of this Agreement, subject to the provisions of Subparagraph VII.B. with respect to disputes arising over the approvability by the Department of a submittal of Volunteers pursuant to Paragraph III of this Agreement, and subject to the provisions of Subparagraph VII.C., with respect to disputes arising over the reimbursement by Volunteers of State costs pursuant to Paragraph VI of this Agreement.

B. 1. If the Department disapproves a revised submittal and no further revised submittal is made, or if the Department disapproves a second revised submittal, Volunteers shall be in violation of this Agreement unless, within 10 days of receipt of the Department's notice of disapproval, Volunteers serve on the Department a request for an appointment of an Administrative Law Judge ("ALJ"), and a written statement of the issues in dispute, the relevant facts upon which the dispute is based, and factual data, analysis or opinion supporting its position, and all supporting documentation on which the Volunteers rely (hereinafter called the "Statement of Position"). The Department shall serve its Statement of Position, including supporting documentation, no later than ten (10) business days after receipt of Volunteers' Statement of Position. Volunteers shall have five (5) business days after receipt of the Department's Statement of Position within which to serve upon the Department a reply to the Department's Statement of Position, and in the event Volunteers serve such a reply, the Department shall have five (5) business days after receipt of Volunteers' reply to the Department's Statement of Position within which to serve upon Volunteers the Department's reply to Volunteers' reply to the Department's Statement of Position. In the event that the periods for exchange of Statements of Position and replies may cause a delay in the work being performed under this Agreement, the time periods may be shortened upon and in accordance with notice by the Department as agreed to by the Volunteers.

2. An administrative record of any dispute under this Subparagraph shall be maintained by the Department. The record shall include the Statement of Position of each party pursuant to Subparagraph VII.B.1., and any relevant information. The record shall be available for review of all parties and the public. Upon review of the administrative record as developed pursuant to this Paragraph, the ALJ shall issue a final decision and order resolving the dispute. Volunteers shall revise the submittal in accordance with the Department's specific comments, as may be modified by the ALJ and except for those which have been withdrawn by the ALJ, and shall submit a revised submittal. The period of time within which the submittal must be revised as specified by the Department in its notice of disapproval shall control unless the ALJ revises the time frame in the ALJ's final decision and order resolving the dispute.

3. After receipt of the revised submittal, the Department shall notify Volunteers in writing of its approval or disapproval of the revised submittal. If the revised submittal fails to address the Department's specific comments, as may be modified by the ALJ, and the Department disapproves the revised submittal for this reason, Volunteers shall be in violation of this Agreement. In review by the ALJ of any dispute pursued under this Subparagraph, Volunteers shall have the burden of proving that there is no rational basis for the Department's decision.

4. The invocation of the procedures stated in this Subparagraph shall not extend, postpone, or modify Volunteers' obligations under this Agreement with respect to any disputed items, unless and until the Department agrees or a court determines otherwise. The invocation of the procedures stated in this Subparagraph shall constitute an election of remedies by Volunteers, and such election of this remedy shall constitute a waiver of any and all other remedies which may otherwise be available to Volunteers regarding the issue in dispute. Volunteers' rights granted pursuant to Article 78 of the Civil Practice Law and Rules (CPLR) of New York are unaffected by the provisions of this Subparagraph.

C. 1. The dispute resolution procedure of this Subparagraph, which pertains to Paragraph VI (Payment of State Costs), applies to payment of State costs solely on the following grounds: (1) the cost documentation contains clerical errors; (2) the costs are not related to the Department's activities concerning the Site; or (3) the work for which reimbursement is sought was not necessary.

2. If within 30 days after receipt of an itemized invoice from the Department for reimbursement of State costs as called for in Paragraph VI (Payment of State Costs) of this Agreement, Volunteers fail to pay the sum indicated in said itemized invoice solely for any or all of the reasons enumerated in Subparagraph VII.C.1. of this Agreement, Volunteers shall be in violation of this Agreement, unless, within thirty (30) days of receipt of said itemized invoice, Volunteers request to meet with the Director of Environmental Remediation ("the Director") in order to discuss Volunteers' basis for their

refusal to pay said itemized invoice, and Volunteers are available to meet immediately thereafter. At this meeting, Volunteers shall be given an opportunity to present their objections to the payment of said itemized invoice, and the Director shall have the authority to modify and/or withdraw said itemized invoice. If the Volunteers subsequently fail to pay said itemized invoice in the amount and within the time period for payment determined by the Director, then Volunteers shall be in violation of this Agreement.

3. The invocation of the formal dispute resolution procedures under this Subparagraph shall not of itself extend, postpone or affect in any way any of Volunteers' obligations under this Agreement. The invocation of the procedures stated in this Subparagraph shall constitute an election of remedies by Volunteers, and such election of this remedy shall constitute a waiver of any and all other remedies which may otherwise be available to Volunteers regarding the issue in dispute. Volunteers' rights granted pursuant to Article 78 of the Civil Practice Law and Rules (CPLR) of New York are unaffected by the provisions of this Subparagraph.

VIII. Department Reservation of Rights

A. Except as provided in Subparagraph I.J.2 of this Agreement and in any "no further action" letter issued under Subparagraph I.K of this Agreement, nothing contained in this Agreement shall be construed as barring, diminishing, adjudicating, or in any way affecting any of the Department's or Trustee's rights (including, but not limited to, nor exemplified by, the right to recover natural resources damages) with respect to any party, including Volunteers.

B. Nothing contained in this Agreement shall prejudice any rights of the Department or Trustee to take any investigatory or remedial action it may deem necessary if Volunteers fail to comply with this Agreement or if contamination other than Existing Contamination is encountered at the Site.

C. Nothing contained in this Agreement shall be construed to prohibit the Commissioner or his duly authorized representative from exercising any summary abatement powers.

D. Nothing contained in this Agreement shall be construed to affect the Department's right to terminate this Agreement at any time during its implementation if Volunteers fail to comply substantially with this Agreement's terms and conditions.

E. Except as otherwise provided in this Agreement, Volunteers specifically reserve all defenses Volunteers may have under applicable law respecting any Departmental assertion of remedial liability against Volunteers; and reserve all rights Volunteers may have respecting the enforcement of this Agreement, including the rights to

notice, to be heard, to appeal, and to any other due process. The existence of this Agreement or Volunteers' compliance with this Agreement shall not be construed as an admission of liability, fault, or wrongdoing by Volunteers, and shall not give rise to any presumption of law or finding of fact which shall inure to the benefit of any third party.

IX. Indemnification

Volunteers shall indemnify and hold the Department, the Trustee, the State of New York, and their representatives and employees harmless for all claims, suits, actions, damages, and costs of every name and description arising out of or resulting from the fulfillment or attempted fulfillment of this Agreement by Volunteers and/or any of Volunteers' directors, officers, employees, servants, agents, successors, and assigns. Volunteers, however, shall not be obligated to indemnify the Department, the State of New York, and their representatives and employees for any liability arising from unlawful, willful, wanton or malicious acts, or acts constituting gross negligence by the Department, the State of New York, and their representatives and employees during the course of any activities conducted pursuant to and during the term of this Agreement.

X. Notice of Sale or Conveyance

A. Within 30 days after the effective date of this Agreement, Volunteers shall file the Notice of Agreement, which is attached to this Agreement as Exhibit "E," with the Nassau County Clerk to give all parties who may acquire any interest in the Site notice of this Agreement and shall provide the Department with evidence of such filing. Volunteers may terminate the Notice when the Department notifies Volunteers in writing pursuant to Subparagraph I.J.2 of this Agreement that the Department is satisfied with the Site-specific cleanup levels identified in, or to be identified in accordance with, the Remedial Work Plan have been reached and that the O&M Plan has been successfully implemented.

B. If Volunteers propose to transfer the whole or any part of Volunteers' leasehold or ownership interest in the Site, Volunteers shall, not fewer than 60 days before the date of conveyance, notify the Department in writing of the identity of the transferee and of the nature and proposed date of the conveyance and shall notify the transferee in writing, with a copy to the Department, of the applicability of this Agreement.

XI. Deed Restriction

A. Within 30 days of its receipt of the Department's notification pursuant to Subparagraph I.J.2 of this Agreement approving Volunteers' final engineering report and certification concerning the Remedial Work Plan, if implemented, Volunteer shall record an instrument with the Nassau County Clerk, to run with the land, that:

1. shall prohibit the Site from ever being used for purposes other than for the Contemplated Use without the express written waiver of such prohibition by the Department, or if at such time the Department shall no longer exist, any New York State department, bureau, or other entity replacing the Department;

2. shall prohibit the use of groundwater underlying the Site without treatment rendering it safe for drinking water or industrial purposes, as appropriate, unless the user first obtains permission to do so from the Department, or if at such time the Department shall no longer exist, any New York State department, bureau, or other entity replacing the Department;

3. Shall provide that Volunteers, on behalf of themselves and their successors and assigns, hereby consent to the enforcement by the Department, or if at such time the Department shall no longer exist, any New York State department, bureau, or other entity replacing the Department, of the prohibitions and restrictions that this Paragraph X requires to be recorded, and hereby covenants not to contest such enforcement.

B. Volunteers shall provide the Department with a copy of such instrument certified by the Nassau County Clerk to be a true and faithful copy of the instrument as recorded in the Office of the Nassau County Clerk.

XII. Communications

A. All written communications required by this Agreement shall be transmitted by United States Postal Service, by private courier service, or hand delivered.

1. Communication from Volunteers shall be sent to:

Joseph Jones
Project Manager
Bureau of Eastern Remedial Action
Division of Environmental Remediation
N.Y.S. Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010.

with copies to:

Chittibabu Vasudevan, Ph.D., P.E.
Chief, Remedial Section A.
Bureau of Eastern Remedial Action
Division of Environmental Remediation
N.Y.S. Dept. of Environmental Remediation
50 Wolf Road
Albany, New York 12233-7010

G. Anders Carlson, Ph.D.
Director, Bureau of Environmental
Exposure Investigation
New York State Department of Health
2 University Place
Albany, New York 12203

John F. Byrne, Esq.
Senior Attorney
N.Y.S. Dept. of Environmental Conservation
Division of Environmental Enforcement
200 White Plains Road - 5th. Floor
Tarrytown, New York 10591-5805

Copies of work plans and reports shall be submitted as follows:

One copy to:

Chittibabu Vasudevan, Ph.D., P.E.
Chief, Remedial Section A.
Bureau of Eastern Remedial Action
Division of Environmental Remediation
N.Y.S. Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

Three copies (one unbound) to:

Joseph Jones
Project Manager
Bureau of Eastern Remedial Action
Division of Environmental Remediation
N.Y.S. Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

Two copies to:

G. Anders Carlson, Ph.D.
Director, Bureau of Environmental
Exposure Investigation
New York State Department of Health
2 University Place
Albany, New York 12203

One copy to:

John F. Byrne, Esq.
Senior Attorney
N.Y.S. Dept. of Environmental Conservation
Division of Environmental Enforcement
200 White Plains Road - 5th. Floor
Tarrytown, New York 10591-5805

2. Communication to be made from the Department to Volunteers shall be
sent to:

Louis J. Stans
Director of Engineering
Photocircuits Corporation
31 Sea Cliff Avenue
Glen Cove, New York 11542

Mark C. Pennington, Esq.
Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, N.Y. 10178-0060

B. The Department and Volunteers reserve the right to designate additional or different addressees for communication on written notice to the other given in accordance with this Paragraph XII.

XIII. Miscellaneous

A. 1. By entering into this Agreement, Volunteer Photocircuits Corporation certifies that it has fully and accurately disclosed to the Department all information known to it and all information in the possession or control of Volunteer Photocircuits Corporation's officers, directors, employees, contractors, and agents which relates in any way to the contamination existing on the effective date of this Agreement or any past or potential future release of hazardous substances, pollutants, or contaminants at or from the Site and to their application for this Agreement. Volunteer Photocircuits Corporation also certifies that it has not caused or contributed to a release or threat of release of hazardous substances or pollutants or contaminants at, or from, the Site.

2. By entering into this Agreement, Volunteer Alpha Forty-Five L.L.C. certifies that it has fully and accurately disclosed to the Department all information known to it and all information in the possession or control of Volunteer Alpha Forty-Five L.L.C.'s members, partners, employees, contractors, and agents which relates in any way to the contamination existing on the effective date of this Agreement or any past or potential future release of hazardous substances, pollutants, or contaminants at or from the Site and to their application for this Agreement. Volunteer Alpha Forty-Five L.L.C. also certifies that it has not caused or contributed to a release or threat of release of hazardous substances or pollutants or contaminants at, or from, the Site.

3. If the Department determines that information Volunteers provided and certifications made are not materially accurate and complete, this Agreement, within the sole discretion of the Department, shall be null and void *ab initio* except with respect to the provisions of Paragraphs VI and IX and except with respect to the Department's right to enforce those obligations under this Agreement, and the Department shall reserve all rights that it may have.

B. Volunteers shall retain professional consultants, contractors, laboratories, quality assurance/quality control personnel, and data validators acceptable to the Department to perform the technical, engineering, and analytical obligations required by

this Agreement. The responsibility for the performance of the professionals retained by Volunteers shall rest solely with Volunteers.

C. The Department shall have the right to obtain split samples, duplicate samples, or both, of all substances and materials sampled by Volunteers, and the Department also shall have the right to take its own samples. Volunteers shall make available to the Department the results of all sampling and/or tests or other data generated by Volunteers with respect to implementation of this Agreement and shall submit these results in the progress reports required by this Agreement. Volunteers, at their own cost and expense, shall have the right to obtain split samples and/or a copy of analytical results of all substances and materials sampled by the Department.

D. Volunteers shall notify the Department at least five working days in advance of any field activities to be conducted pursuant to this Agreement.

E. 1. Subject to Subparagraph XIII.E.2 of this Agreement, Volunteers shall obtain all permits, approvals or other authorizations necessary to perform Volunteers' obligations under this Agreement. If during the implementation of the Work Plan, Volunteers and the Department shall agree that it is not possible to sample in a location or locations described in the Work Plan, and the only practicable alternative for obtaining the data required by the Work Plan is to move the sample location(s) to public or utility-owned or controlled property immediately adjacent to the Site, Volunteers shall make diligent efforts to obtain the necessary easements, rights-of-way, or rights-of-entry for such relocated samples. If Volunteers are unable despite diligent efforts to obtain such permits, easements, rights-of-way, rights-of-entry, approvals or authorizations necessary to perform their obligations under this Agreement, then Volunteers shall promptly notify the Department and shall include in that notification a summary of the steps Volunteers have taken to obtain all necessary permits, easements, rights-of-way, rights-of-entry, approvals or authorizations.

2. In carrying out the activities identified in the Investigation Work Plan, and, if necessary, the Remedial Work Plan, the Department may exempt Volunteers from the requirement to obtain any Department permit for any activity that is conducted on the Site and that satisfies all substantive technical requirements applicable to like activity conducted pursuant to a permit.

F. 1. Volunteer Photocircuits Corporation, its officers, directors, agents, servants, and employees (in the performance of their designated duties on behalf of Volunteer Photocircuits Corporation), and Volunteer Photocircuits Corporation's lessees, sublessees, successors, and assigns shall be bound by this Agreement. Any change in ownership or corporate status of Volunteer Photocircuits Corporation including, but not limited to, any transfer of assets or real or personal property, shall in no way alter

Volunteer Photocircuits Corporation's responsibilities under this Agreement. Volunteer Photocircuits Corporation's officers, directors, employees, servants, and agents shall be obliged to comply with the relevant provisions of this Agreement in the performance of their designated duties on behalf of Volunteer Photocircuits Corporation.

2. Volunteer Alpha Forty-Five L.L.C., its members, partners, agents, servants and employees (in the performance of their designated duties on behalf of Volunteer Alpha Forty-Five L.L.C.), and Volunteer Alpha Forty-Five L.L.C.'s lessees, successors, and assigns shall be bound by this Agreement. Any change in ownership or corporate status of Volunteer Alpha Forty-Five L.L.C. including, but not limited to, any transfer of assets or real or personal property, shall in no way alter Volunteer Alpha Forty-Five L.L.C.'s responsibilities under this Agreement. Volunteer Alpha Forty-Five L.L.C.'s members, partners, employees, servants, and agents shall be obliged to comply with the relevant provisions of this Agreement in the performance of their designated duties on behalf of Volunteer Alpha Forty-Five L.L.C.

G. Volunteers shall provide a copy of this Agreement to each contractor hired to perform work required by this Agreement and to each person representing Volunteers with respect to the Site and shall condition all contracts entered into in order to carry out the obligations identified in this Agreement upon performance in conformity with the terms of this Agreement. Volunteers or Volunteers' contractors shall provide written notice of this Agreement to all subcontractors hired to perform any portion of the work required by this Agreement. Volunteers shall nonetheless be responsible for ensuring that Volunteers' contractors and subcontractors perform the work in satisfaction of the requirements of this Agreement.

H. All references to "professional engineer" in this Agreement are to an individual registered as a professional engineer in accordance with Article 145 of the New York State Education Law. If such individual is a member of a firm, that firm must be authorized to offer professional engineering services in the State of New York in accordance with Article 145 of the New York State Education Law.

I. All references to "days" in this Agreement are to calendar days unless otherwise specified.

J. The paragraph headings set forth in this Agreement are included for convenience of reference only and shall be disregarded in the construction and interpretation of any of the provisions of this Agreement.

K. 1. No term, condition, understanding, or agreement purporting to modify or vary any term of this Agreement shall be binding unless made in writing and subscribed by the party to be bound. No informal advice, guidance, suggestion, or comment by the Department regarding any report, proposal, plan, specification, schedule,

or any other submittal shall be construed as relieving Volunteers of Volunteers' obligation to obtain such formal approvals as may be required by this Agreement.

2. If Volunteers desire that any provision of this Agreement be changed, Volunteers shall make timely written application, signed by the Volunteers, to the Commissioner setting forth reasonable grounds for the relief sought. Copies of such written application shall be delivered or mailed to:

Chittibabu Vasudevan, Ph.D., P.E.
Chief, Remedial Section A.
Bureau of Eastern Remedial Action
Division of Environmental Remediation
N.Y.S. Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

Joseph Jones
Project Manager
Remedial Section A.
Bureau of Eastern Remedial Action
Division of Environmental Remediation
N.Y.S. Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

John F. Byrne, Esq.
Senior Attorney
Division of Environmental Enforcement
N.Y.S. Dept. of Environmental Conservation
200 White Plains Road - 5th. Floor
Tarrytown, New York 10591-5805

However, nothing in this Agreement shall be deemed to prohibit the Project Manager from authorizing Volunteers to make minor modifications in the work called for by the Investigation Work Plan or Remedial Work Plan (including, but not limited to changes in sample locations and well specifications), without Volunteers' first having received permission to do so from the Commissioner under this Subparagraph XIII.K.2. Further, nothing in this Agreement shall be deemed to prohibit Volunteers from taking any actions in addition to those set forth in the Investigation Work Plan or Remedial Work Plan upon

submission to, and receiving approval from, the Department of an amendment to the Investigation Work Plan or Remedial Work Plan for the additional work.

L. The Department as lead agency determined on November 25, 1997 pursuant to Part 617 of the Implementing Regulations of Article 8 of the New York State Environmental Conservation Law, State Environmental Quality Review Act (SEQRA), that the proposed action will not have a significant effect on the environment. Therefore, a negative declaration has been prepared.

M. In undertaking the work required under this Agreement, Volunteers and their officers, directors, employees, representatives, agents, contractors and subcontractors are deemed for the purpose of ECL 27.1321.3 and any other similar provision of state or federal law, to be performing services related to cleanup or restorative work which is conducted pursuant to a contract with the Department.

N. The provisions of this Agreement do not constitute and shall not be deemed a waiver of any right Volunteers otherwise may have to seek and obtain contribution and/or indemnification from other potentially responsible parties or their insurers, or Volunteers' insurers, for payments made previously or in the future for response costs. To the extent authorized under 42 USC 9613 and any other applicable law, Volunteers shall not be liable for any claim, now or in the future, in the nature of contribution or indemnity by potentially responsible parties concerning the Existing Contamination. In any future action brought by Volunteers against a potentially responsible party under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the provision of 42 USC 9613(f)(3) shall apply. Volunteers specifically reserve all rights that they may have to assert claims against any of their insurers and/or potentially responsible parties with respect to the matters addressed in this Agreement, including, without limitation, claims for breach of contract, cost recovery, contribution, tortious conduct and indemnity.

O. Volunteers and Volunteers' employees, servants, agents, lessees, sublessees successors, and assigns hereby affirmatively waive any right they had, have, or may have to make a claim pursuant to Article 12 of the Navigation Law with respect to the Site, and further release and hold harmless the New York State Environmental Protection and Spill Compensation Fund from any and all legal or equitable claims, suits, causes of action, or demands whatsoever that any of same has or may have as a result of Volunteers' entering into or fulfilling the terms of this Agreement with respect to the Site.

P. Except as otherwise provided in this Agreement, the obligations of Volunteers to finance and perform obligations under this Agreement are joint and several. In the event of the insolvency or failure of either Volunteer to implement any obligation of this Agreement, the remaining Volunteer shall complete all such requirements.

Q. The effective date of this Agreement shall be the date it is signed by the Commissioner or his designee.

DATED:

JOHN P. CAHILL, COMMISSIONER
NEW YORK STATE DEPARTMENT
OF ENVIRONMENTAL CONSERVATION AND
TRUSTEE OF THE STATE'S NATURAL
RESOURCES

CONSENT BY VOLUNTEER

Photocircuits Corporation

Volunteer hereby consents to the issuing and entering of this Agreement, waives Volunteer's right to a hearing herein as provided by law, and agrees to be bound by this Agreement.

By: _____

Title: _____

Date: _____

STATE OF NEW YORK)
) s.s.:
COUNTY OF)

On this _____ day of _____, 199 , before me personally came _____ to me known, who being duly sworn, did depose and say that he/she resides in _____; that he/she is _____ of the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name on behalf of _____ and was authorized to do so.

Notary Public

CONSENT BY VOLUNTEER

Alpha Forty-Five L.L.C.

Volunteer hereby consents to the issuing and entering of this Agreement, waives Volunteer's right to a hearing herein as provided by law, and agrees to be bound by this Agreement.

By: _____

Title: _____

Date: _____

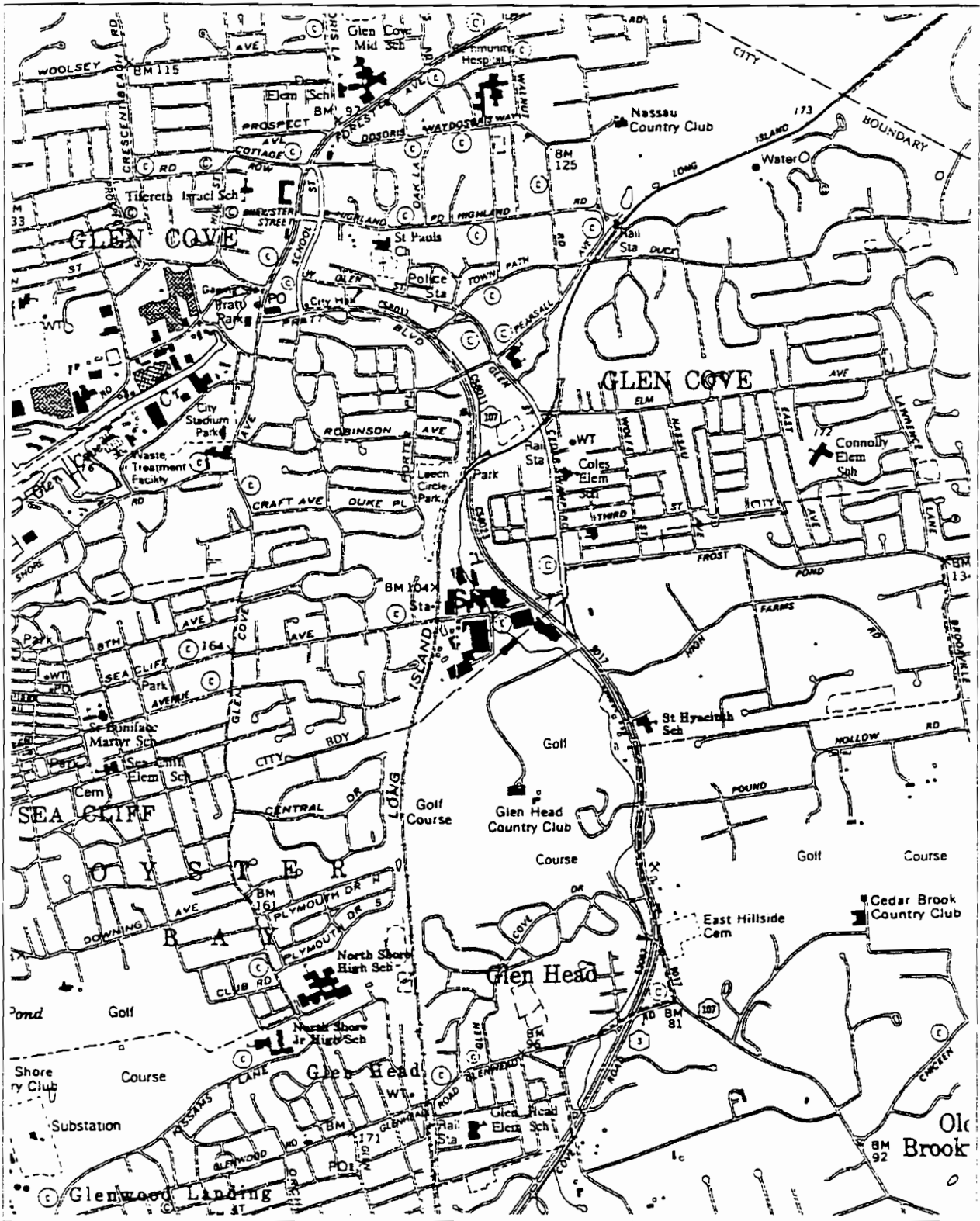
STATE OF NEW YORK)
)s.s:
COUNTY OF)

On this _____ day of _____, 199 , before me personally came _____ to me known, who being duly sworn, did depose and say that he/she resides in _____; that he/she is _____ of the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name on behalf of _____ and was authorized to do so.

Notary Public

EXHIBIT "A"

Map of Site



Site Location Map

130053A Pass and Seymour

NYS DOT Planimetric Quadrangle(s):
HICKSVILLE, SEA CLIFF

0 500 1000 1500 2000



FEET

Scale 1:24,000

April 09, 1997



EXHIBIT "B"

Department-Approved Investigation Work Plan

EXHIBIT "B-1"

Investigation Work Plan Revision

EXHIBIT "C"
Final Remedial Work Plan

EXHIBIT "C-1"

Final Remedial Work Plan Revision

EXHIBIT "D"

Assignable Release and Covenant Not To Sue

[On Department Letterhead]

[Insert Date]

To whom it may concern:

Unless otherwise specified in this letter, all terms used herein shall have the meaning assigned to them under the terms of the Voluntary Agreement entered into between the New York State Department of Environmental Conservation (the "Department") and Photocircuits Corporation ("Volunteer"), and Alpha Forty-Five L.L.C. ("Volunteer"), Index No. W1-0771-96-07 (the "Agreement").

The Department is pleased to report that the Department is satisfied that the Department-approved Work Plan to implement a response program at the parcel of land located at 45A Sea Cliff Avenue, Glen Cove, Nassau County, with Tax Map Numbers of Section 21, Block S, Lots 844, 895A, 895B, 896, 897 and 898, and with a map attached hereto as Appendix "A" (the "Site"), has been successfully implemented. So long as no information has been withheld from the Department or mistake made as to the hazard posed by any Site-related compound or analyte of concern, the Department believes that no further investigation or response will be required at the Site respecting the Existing Contamination to render the Site safe to be used for the Contemplated Use, as defined in Considering Clause 4.A. of the Agreement.

Assignable Release and Covenant Not To Sue by Department:

The Department and the Trustee of New York State's natural resources ("Trustee"), therefore, hereby release, covenant not to sue, and shall forbear from bringing any action, proceeding, or suit against Volunteers and Volunteers' lessees and sublessees, and Volunteers' successors and assigns and their respective secured creditors, for the further investigation and remediation of the Site, and for natural resource damages, based upon the release or threatened release of Existing Contamination, provided that (a) timely payments of the amounts specified in Paragraph VI of the Agreement continue to be, or have been, made to the Department, (b) appropriate notices and deed restrictions have been recorded in accordance with Paragraphs X and XI of the Agreement, and Volunteers and/or their lessees, sublessees, successors, or assigns promptly commence and diligently pursue to completion the Department-approved O&M Plan, if any. Nonetheless, the Department and the Trustee hereby reserve all of their respective rights concerning,

and such release, covenant not to sue, and forbearance shall not extend to any further investigation or remedial action the Department deems necessary:

- due to off-Site migration of petroleum, irrespective of whether the information available to Volunteers and the Department at the time of the development of the Remedial Work Plan disclosed the existence or potential existence of such off-Site migration;
- due to environmental conditions related to the Site that were unknown to the Department at the time of its approval of the Remedial Work Plan which indicate that Site conditions are not sufficiently protective of human health and the environment for the Contemplated Use;
- due to information received, in whole or in part, after the Department's approval of the final engineering report and certification, which indicates that the activities carried out in accordance with the Remedial Work Plan are not sufficiently protective of human health and the environment for the Contemplated Use;
- due to Volunteers' failure to implement the Agreement to the Department's satisfaction; or
- due to fraud committed or mistake made, by Volunteers in demonstrating that the Site-specific cleanup levels identified in, or to be identified in accordance with, the Remedial Work Plan were reached.

Additionally, the Department and the Trustee hereby reserve all of their respective rights concerning, and any such release, covenant not to sue, and forbearance shall not extend to:

- Volunteers if they cause a, or suffers the, release or threat of release, at the Site of any hazardous substance (as that term is defined at 42 USC 9601[14]) or petroleum (as that term is defined in Navigation Law § 172[15]), other than Existing Contamination; or if they cause a, or suffer the use of the Site to, change from the Contemplated Use to one requiring a lower level of residual contamination before that use can be implemented with sufficient protection of human health and the environment; nor to
- any of Volunteers' lessees, sublessees, successors, or assigns who causes a, or suffers the, release or threat of release, at the Site of any hazardous substance (as that term is defined at 42 USC 9601[14]) or petroleum (as that term is defined in Navigation Law § 172[15]), other than Existing Contamination, after the effective date of the Agreement; who causes a, or suffers the use of the Site to, change from the Contemplated Use to one requiring a lower level of residual contamination before that use can be implemented with

sufficient protection of human health and the environment; or who is otherwise a party responsible under law for the remediation of the Existing Contamination independent of any obligation that party may have respecting same established resulting solely from the Agreement's execution.

Notwithstanding the above, however, with respect to any claim or cause of action asserted by the Department, the one seeking the benefit of this release shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributable solely to Existing Contamination.

Notwithstanding any other provision in this release, covenant not to sue, and forbearance,

- if with respect to the Site there exists or may exist a claim of any kind or nature on the part of the New York State Environmental Protection and Spill Compensation Fund against any party, nothing in this release shall be construed, or deemed, to preclude the State of New York from recovering such claim.
- except as provided in Subparagraph I.J. of the Agreement and in this letter, nothing contained in the Agreement or in this letter shall be construed as barring, diminishing, adjudicating, or in any way affecting any of the Department's or the Trustee's rights (including, but not limited to, nor exemplified by, the right to recover natural resources damages) with respect to any party, including Volunteers.
- nothing contained in this letter shall prejudice any rights of the Department or Trustee to take any investigatory or remedial action it may deem necessary if Volunteers fail to comply with the Agreement or if contamination other than Existing Contamination is encountered at the Site.
- nothing contained in this letter shall be construed to prohibit the Commissioner or his duly authorized representative from exercising any summary abatement powers.
- nothing contained in this letter shall be construed to affect the Department's right to terminate the Agreement at any time during its implementation if Volunteers fail to substantially comply with the Agreement's terms and conditions.

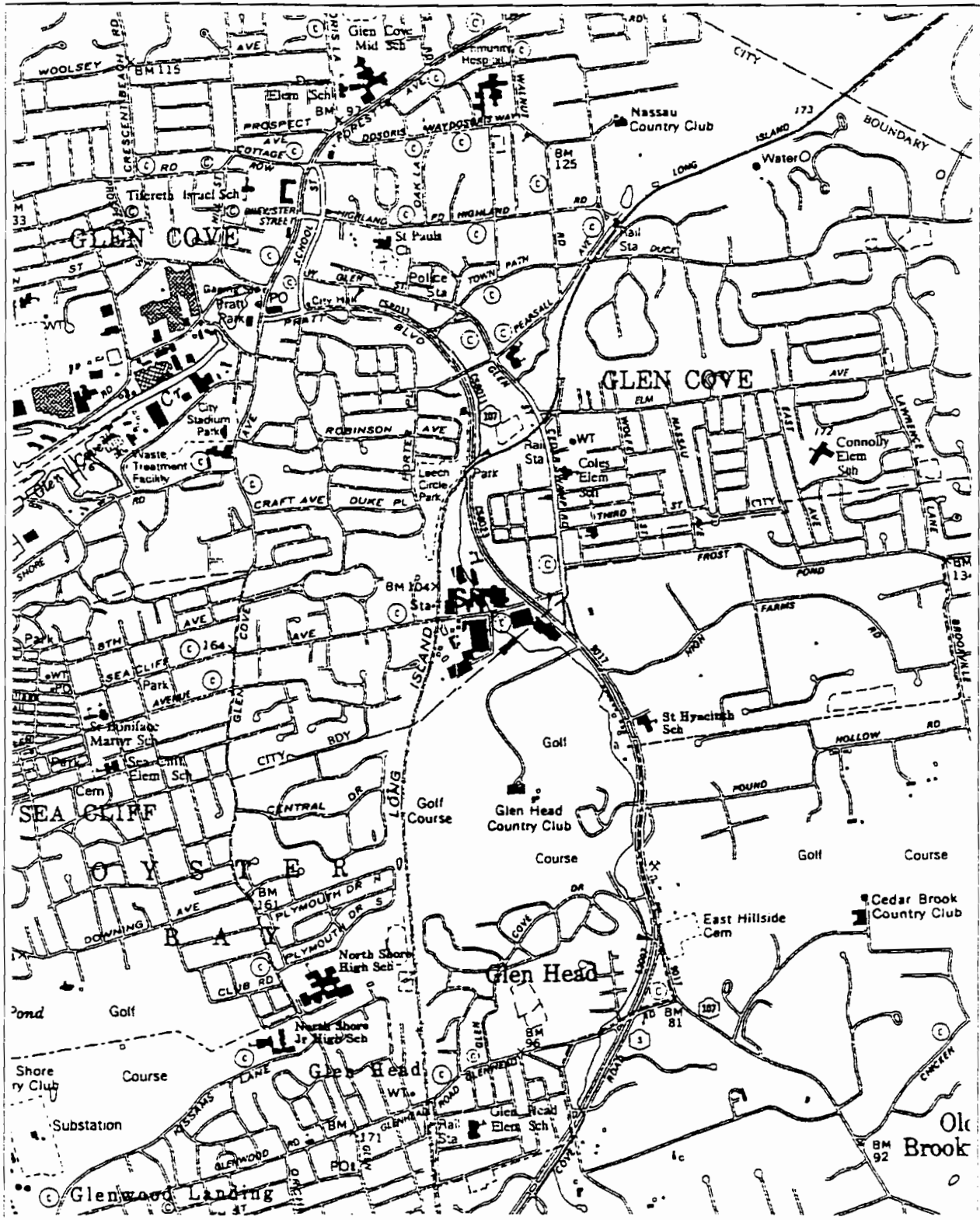
In conclusion, the Department is pleased to be part of this effort to return the Site to productive use of benefit to the entire community.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL
CONSERVATION AND TRUSTEE OF NEW YORK STATE'S
NATURAL RESOURCES

By: _____

Its: _____

Appendix "A"
(to Exhibit "D")
Map of the Site



Site Location Map

130053A Pass and Seymour

NYS DOT Planimetric Quadrangle(s):
HICKSVILLE, SEA CLIFF

0 500 1000 1500 2000



FEET



Scale 1:24,000

April 09, 1997

Exhibit "E"

NOTICE OF AGREEMENT

This Notice is made as of the ____ day of _____, 1997 by Photocircuits Corporation and Alpha Forty-Five L.L.C. for a parcel of real property located at 45A Sea Cliff Avenue, Glen Cove, Nassau County, New York, with Tax Map Numbers Section 21, Block S, Lots 844, 895A, 895B, 896, 897 and 898, more particularly described on Appendix "A" attached hereto (the "Property"); and

WHEREAS, Photocircuits Corporation and Alpha Forty-Five L.L.C., by authorized signatures, entered into an administrative Agreement with the Department, Index # W1-0771-96-07 (the "Agreement"), concerning the investigation and remediation of contamination present on the Property and characterized to determine its nature and extent (the "Existing Contamination"), which Agreement was signed by the Commissioner of Environmental Conservation on _____, 199 ; and

WHEREAS, in return for the remediation of the Property pursuant to the Agreement to the satisfaction of the Department, the Department will provide Photocircuits Corporation and Alpha Forty-Five L.L.C., and their lessees and sublessees and their successors and assigns, including their respective secured creditors, with a release, covenant not to sue, and forbearance from bringing any action, proceeding, or suit related to the Site's further investigation or remediation based upon the release or threatened release of Existing Contamination, subject to certain reservations set forth in the Agreement; and

WHEREAS, pursuant to the Agreement, Volunteers Photocircuits Corporation and Alpha Forty-Five L.L.C. agreed that they would give notice of the Agreement to all parties who may acquire any interest in the Property by filing this Notice with the Nassau County Clerk,

NOW, THEREFORE, Volunteers Photocircuits Corporation and Alpha Forty-Five L.L.C., for themselves and for their successors and their assigns declare that:

1. This Notice of the Agreement is hereby given to all parties who may acquire any interest in the Property.

2. This Notice shall terminate upon the filing by Volunteers Photocircuits Corporation and Alpha Forty-Five, L.L.C., or their successors and assigns, of a Termination of Notice of Agreement after having first received approval to do so from the New York State Department of Environmental Conservation.

IN WITNESS WHEREOF, Volunteers Photocircuits Corporation and Alpha Forty-Five L.L.C. have executed this Notice of Agreement by their duly authorized representatives.

Photocircuits Corporation

Dated: _____, 199

By: _____

Its: _____

[acknowledgment]

Alpha Forty-Five L.L.C.

Dated: _____, 199

By: _____

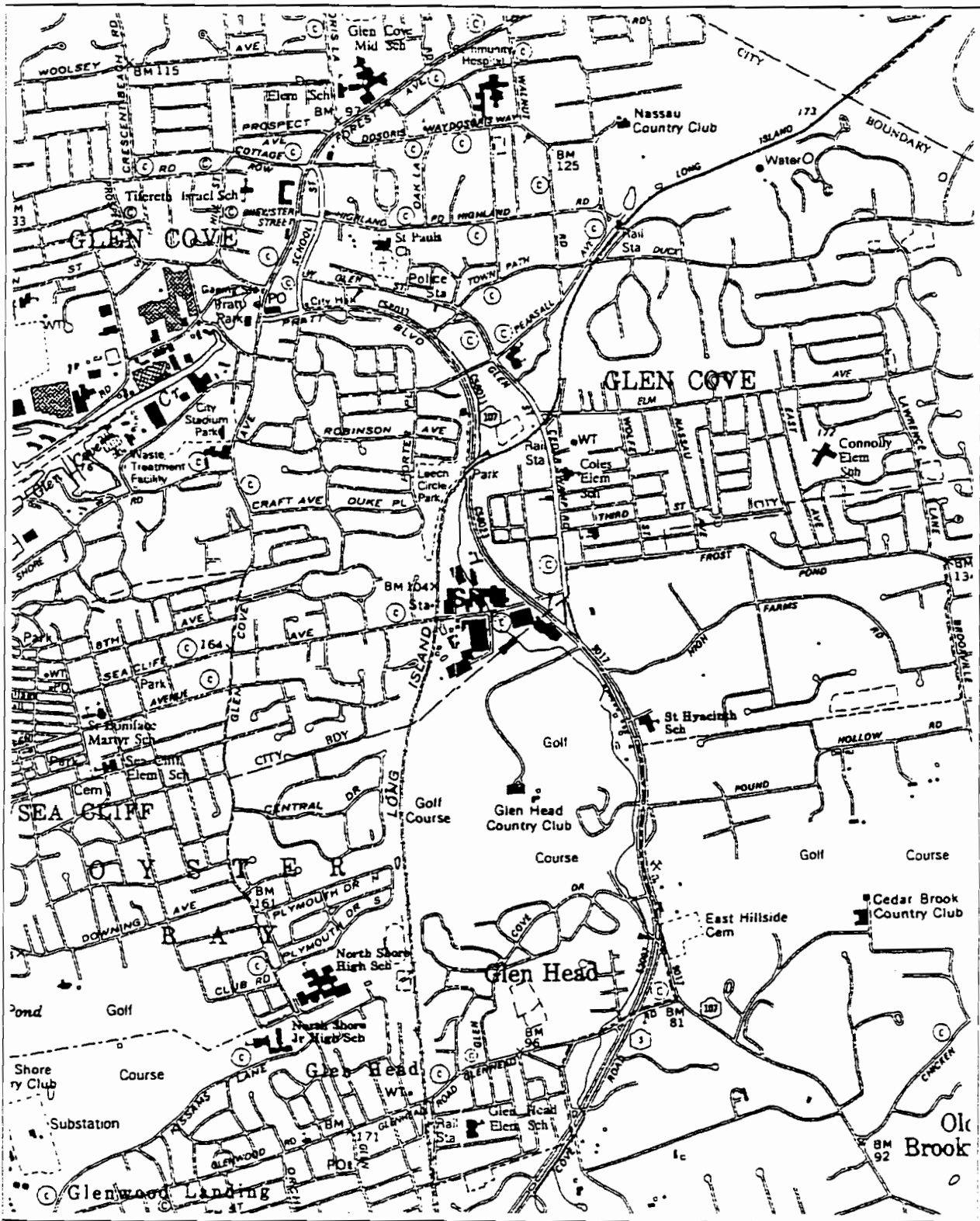
Its: _____

[acknowledgment]

Appendix "A"

(to Exhibit "E")

Map of the Property



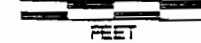
Site Location Map

130053A Pass and Seymour

NYS DOT Planimetric Quadrangle(s):
HICKSVILLE, SEA CLIFF



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April 09, 1997



John P. Cahill
Commissioner

PUBLIC MEETING NOTICE
PHOTOCIRCUITS INACTIVE HAZARDOUS WASTE DISPOSAL SITE (1-30-009) AND
PASS & SEYMOUR INACTIVE HAZARDOUS WASTE DISPOSAL SITE (1-30-053A)
SEA CLIFF AVENUE INDUSTRIAL AREA
GLEN COVE, NY
MARCH 1998



PUBLIC MEETING

The New York State Departments of Environmental Conservation (DEC) and Health (DOH) will hold a public meeting at 7:30 p.m. on March 30, 1998 at the Finley Middle School Auditorium. The subject of the meeting will be to inform the interested public about the progress and future plans related to the investigation and remediation of the Photocircuits and Pass & Seymour inactive hazardous waste disposal sites. We will discuss the results of past investigations and plans for a focused remedial investigation/feasibility study. *All interested parties are encouraged to attend.*

PUBLIC MEETING
March 30 1998, 7:30 p.m.
Finley Middle School Auditorium
Forest Avenue
Glen Cove, New York.

SEA CLIFF AVE. OVERVIEW

In 1993 and 1994, the Nassau County Department of Public Works, Hazardous Waste Services Unit, under contract to the New York State Department of Environmental Conservation, conducted a Preliminary Site Assessment of the Sea Cliff Avenue Industrial Area, in the City of Glen Cove, Town of Oyster Bay, Nassau County, New York. The presence of volatile organic compounds (VOCs) in groundwater beneath the industrial area, at concentrations exceeding the State Department of Health Drinking Water Standards, had been previously documented.

As a result of this and other investigations, three

sites were classified as Class 2 sites and placed on the New York State Registry of Inactive Hazardous Waste Disposal Sites. A class 2 site presents a significant threat to public health or the environment and requires further action. These sites are the Photocircuits (Site No. 1-30-009), Pass and Seymour (Site No. 1-30-053A) and Pall (Site No. 1-30-053B) sites. This meeting will address the Photocircuits and Pass & Seymour sites. A public meeting was held on February 24, 1998 to discuss the Pall Corporation site.

PHOTOCIRCUITS HISTORY

The Photocircuits property is located at 31 Sea Cliff Avenue on the south side of Sea Cliff Avenue and is 11 acres in size. This site was listed on the Registry as a Class 2 site in November of 1994.

Photocircuits has had ongoing industrial activity onsite since 1954. Photocircuits manufactures printed circuit boards, and has utilized a variety of volatile organic compound (VOC) solvents.

Soil and groundwater samples from the site have shown concentrations of vinyl chloride, dichloroethene, dichloroethane, butanone, toluene, methylene chloride, trichloroethane and tetrachloroethene in exceedence of the New York State Department of Environmental Conservation soil cleanup objectives and State Department of Health Drinking Water Standards respectively. Additional investigations carried out in 1996 have confirmed the presence of this VOC contamination.

Further investigation and remediation are planned to begin in the spring of 1998.

PASS & SEYMOUR HISTORY

Pass and Seymour is located at 45A Sea Cliff Avenue on the south side of Sea Cliff Avenue and is approximately 7.5 acres in size. This site was listed on the Registry as a class 2 site in May of 1996.

The property was owned by Pass and Seymour, which manufactured injection molded plastics, from 1988 until the site was purchased by Alpha Forty-Five L.L.C. in April 1996. Before 1988, the Property was owned and operated by Slater Electric for more than 20 years. The industrial chemical profile for the Pass and Seymour site indicates tetrachloroethene and trichloroethane as the primary solvents used.

Recent soil sampling efforts indicate VOC concentrations in excess of the NYSDEC soil cleanup objectives at one location for this site. At least one groundwater sampling location indicated VOC levels in excess of New York State Department of Health Drinking Water Standards.

Further investigation and remediation are planned to begin in the spring of 1998.

CONTACTS

For project or program related questions you may contact:

Mr. Joseph Jones, Project Manager
NYSDEC Central Office
Albany, NY 12233-7010
Phone: (518) 457-1708
Mon. to Fri.: 8:00 am to 4:15 pm

For health related questions you may contact:

Ms. Jana Whalen
New York State Department of Health
2 University Place
Albany, NY 12203
Phone: (518) 458-6305
Mon. to Fri.: 8:30 am to 4:45 pm

Ms. Nina Knapp
NYSDOH, Health Liaison Program
2 University Place
Albany, NY 12203
(518) 458-6402 or 1-800-458-1158

DOCUMENT REPOSITORIES

The following document repositories have been established for the Sea Cliff Avenue Industrial Area Sites:

NYSDEC Region I Office
SUNY Campus
Loop Rd., Bldg. 40
Stony Brook, N.Y. 11790-2356
Contact: Joshua Epstein
Telephone: 516-444-0240

Glen Cove Public Library
4 Glen Cove Ave.
Glen Cove N.Y. 11542
Telephone: 516-676-2130

NYSDEC Main Office
50 Wolf Rd.
Albany, N.Y. 12233-7010
Contact: Joseph Jones
Telephone: 518-457-4349

The following documents are available to date:

- * Results of the Preliminary Site Investigation, 31 and 45A Sea Cliff Avenue Properties, November 15, 1996.
- * Remedial Investigation/Interim Remedial Measure Work Plan, March 25, 1997.
- * Source Area Investigation, Sea Cliff Industrial Area, Glen Cove, New York, September 1992.

**New York State Department of Environmental Conservation
Division of Environmental Enforcement
State Superfund and Voluntary Cleanup Practice Group
Eastern Field Unit
200 White Plains Road, 5th Floor
Tarrytown, New York 10591-5805
Telephone: (914) 332-1835, Ext. 321
Fax (914) 332-5116 (not for service of process)**



**John P. Cahill
Commissioner**

VIA AIRBORNE

February 17, 1998

Mark C. Pennington, Esq.
Morgan, Lewis & Bockius, LLP
101 Park Avenue
New York, New York 10178-0060

Re: Pass and Seymour
Site # 130053A

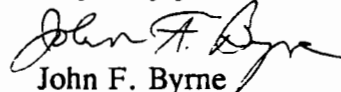


Dear Mark:

Enclosed is a fully executed duplicate original of the Order on Consent for the above referenced Site. Please forward same to your client. I have also enclosed a photocopy of the Order for you.

I enjoyed working with you in this matter. Best wishes.

Very truly yours,


John F. Byrne
Senior Attorney

cc: E. Devine (DEE, Tarrytown)
C. Vasudevan (DER, Albany) ✓
J. Jones (DER, Albany)

STATE OF NEW YORK: DEPARTMENT OF ENVIRONMENTAL CONSERVATION

In the Matter of the Development and
Implementation of a Focused Remedial
Investigation, Focused Feasibility
Study and Interim Remedial Measure
Program for an Inactive Hazardous Waste
Disposal Site Under Article 27, Title
13 and Article 71, Title 27 of the
Environmental Conservation Law of
the State of New York by

ORDER
ON
CONSENT

INDEX No. W1-0771-96-07

Photocircuits Corporation

Respondent

Site # 130053A

WHEREAS,

1. The New York State Department of Environmental Conservation (the "Department") is responsible for enforcement of Article 27, Title 13 of the Environmental Conservation Law of the State of New York ("ECL"), entitled "Inactive Hazardous Waste Disposal Sites." This Order is issued pursuant to the Department's authority under, inter alia, ECL Article 27, Title 13 and ECL 3-0301.
2. Photocircuits Corporation ("Respondent"), is the lessee of real property located at 45 Sea Cliff Avenue, City of Glen Cove, Nassau County, New York (hereinafter referred to as the "Site"). The Site is part of the Sea Cliff Avenue Industrial Area. A Site Location Map is attached hereto as Appendix "A."
3. The Department has designated the Site as an inactive hazardous waste disposal site, as that term is defined at ECL 27-1301.2, and alleges that it presents a significant threat to the public health or environment. The Site has been listed in the Registry of Inactive Hazardous Waste Disposal Sites in New York State as Pass and Seymour with Site Number 130053A. The Department has classified the Site with a Classification "2" pursuant to ECL 27-1305.4.b.
4. A. Pursuant to ECL 27-1313.3.a, whenever the Commissioner of Environmental Conservation (the "Commissioner") "finds that hazardous wastes at an inactive hazardous waste disposal site constitute a significant threat to the environment, he may order the owner of such site and/or any person responsible for the disposal of hazardous wastes at such site (i) to develop an inactive hazardous waste disposal site

remedial program, subject to the approval of the department, at such site, and (ii) to implement such program within reasonable time limits specified in the order."

B. Any person under order pursuant to ECL 27-1313.3.a has a duty imposed by ECL Article 27, Title 13 to carry out the remedial program committed to under order. ECL Section 71-2705 provides that any person who fails to perform any duty imposed by ECL Article 27, Title 13 shall be liable for civil, administrative and/or criminal sanctions.

C. The Department also has the power, *inter alia*, to provide for the prevention and abatement of all water, land, and air pollution. See, e.g., ECL 3-0301.1.i.

5. The Department and Respondent agree that the goals of this Order are for Respondent to (i) develop and implement a Focused Remedial Investigation ("FRI") for the Site; (ii) develop and implement a Focused Feasibility Study ("FFS") for the Site; (iii) develop and implement Interim Remedial Measures ("IRMs") for the Site; and (iv) reimburse the State's administrative costs for the Site, as provided for in this Order.

6. The Focused Remedial Investigation/Focused Feasibility Study does not constitute an RI/FS, which, if required, would be addressed under a separate document. Respondent reserves its right to submit a Registry petition to reclassify the Site pursuant to 6 NYCRR 375-1.9.

7. In August 1996, Respondent conducted a Preliminary Site Investigation at the Site to verify and update the results of previous investigations. Respondent has submitted the results of this Preliminary Site Investigation to the Department.

8. Respondent, neither admitting nor denying the foregoing, and having waived its right to a hearing herein as provided by law, and having consented to the issuance and entry of this Order, without the admission, adjudication or finding of liability or of any issue of law or fact, agrees to be bound by its terms. Respondent consents to and agrees not to contest the authority or jurisdiction of the Department to issue or enforce this Order, and agrees not to contest the validity of this Order or its terms.

NOW, having considered this matter and being duly advised, IT IS ORDERED THAT:

I. FRI/IRM Work Plan Contents and Submittals

A. Respondent has submitted to the Department a Focused Remedial Investigation/Interim Remedial Measures Work Plan (the FRI/IRM Work Plan), which describes the methods and procedures to be implemented in performing a Focused

Remedial Investigation at the Site and evaluates alternative remedial technologies for an IRM at the Site. This FRI/IRM Work Plan will be approved concurrently with the execution of this Order by the Commissioner or his designee. The Approved FRI/IRM Work Plan is attached as Appendix "B" to this Order and is incorporated into this Order.

B. The Work Plan incorporates all of the elements of a Remedial Investigation as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA") [42 USC 9601 et seq.], as amended, the National Contingency Plan ("NCP") of March 8, 1990 [40 CFR Part 300], the USEPA guidance document entitled "Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA," dated October 1988, and any subsequent revisions to that guidance document in effect at the time the Work Plan was submitted, and appropriate USEPA and Department technical and administrative guidance documents, as those terms are defined in 6 NYCRR 375-1.10(e), which are applicable to the Focused Remedial Investigation contemplated by this Order.

II. Performance and Reporting of the FRI

A. Respondent shall commence the Focused Remedial Investigation for the Site in accordance with the schedule contained in the Department-approved FRI/IRM Work Plan.

B. Respondent shall perform the Focused Remedial Investigation for the Site in accordance with the Department-approved FRI/IRM Work Plan.

C. During the performance of the Focused Remedial Investigation, Respondent shall have on-Site a full-time representative who is qualified to supervise the work done.

D. Within the time frame set forth in the Department-approved Work Plan, Respondent shall prepare a Focused Remedial Investigation Report that shall:

1. include all data generated and all other information obtained during the Focused Remedial Investigation;
2. provide all of the assessments and evaluations required by the Work Plan;
3. identify any additional data that must be collected; and
4. include a certification by the individual or firm with primary responsibility for the day to day performance of the Focused Remedial Investigation that all activities that comprised the Focused Remedial Investigation were performed in full accordance with the Department-approved FRI/IRM Work Plan.

III. Focused Feasibility Study

A. Ninety (90) days after the Department's acceptance of the Focused Remedial Investigation Report, Respondent shall submit a Focused Feasibility Study for the Site, evaluating on-Site remedial actions to eliminate, to the maximum extent practicable, all health and environmental hazards and potential hazards attributable to hazardous waste disposal at the Site, as identified in the Focused Remedial Investigation Report. The Focused Feasibility Study shall be prepared by and have the signature and seal of a professional engineer who shall certify that the Focused Feasibility Study was prepared in accordance with this Order.

B. Respondent shall perform and prepare the Focused Feasibility Study in accordance with the Department-approved Work Plan and in a manner not inconsistent with CERCLA, the NCP, and the guidance documents identified in Subparagraph I.B.

C. After the Department's approval of the Focused Feasibility Study, Respondent shall cooperate and assist the Department in soliciting public comment on the Focused Feasibility Study and on the proposed remedial action plan, in accordance with CERCLA, the NCP, the guidance documents identified in Subparagraph I.B, and with any Department policy and guidance documents in effect at the time the public comment period is initiated. After the close of the public comment period, the Department shall select a final remedial alternative for the site in a Record of Decision ("ROD"). The ROD shall be incorporated into and become an enforceable part of this Order.

IV. Interim Remedial Measures

A. 1. The Department has approved the Interim Remedial Measure (IRM) described in the FRI/IRM Work Plan attached to this Order as Appendix B, as an appropriate IRM, and said IRM Work Plan is incorporated into and becomes an enforceable part of this Order.

2. Respondent may propose other Interim Remedial Measures ("IRMs") for the Site.

3. In proposing each IRM, Respondent shall submit to the Department a work plan that includes a chronological description of the anticipated IRM activities together with a schedule for performance of those activities (an "IRM Work Plan").

4. Upon the Department's determination that a proposal is an appropriate IRM and upon the Department's approval of such work plan, that IRM Work Plan shall be incorporated into and become an enforceable part of this Order; and Respondent shall submit to the Department for its review and (as appropriate) approval, in accordance with

the schedule contained in the Department-approved IRM Work Plan, detailed documents and specifications prepared, signed, and sealed by a professional engineer to implement the Department-approved IRM. Such documents shall include a health and safety plan, contingency plan, and (if the Department requires such) a citizen participation plan that incorporates appropriate activities outlined in the Department's publication, "New York State Inactive Hazardous Waste Citizen Participation Plan," dated August 30, 1988, and any subsequent revisions thereto, and 6 NYCRR Part 375. Respondent shall then carry out such IRM in accordance with the requirements of the approved IRM Work Plan, detailed documents and specifications, and this Order. Respondent shall notify the Department of any significant difficulties that may be encountered in implementing the Department-approved work plan, detailed documents, or specifications and shall not modify any obligation unless first approved by the Department.

5. During implementation of all construction activities identified in the Department-approved IRM Work Plan or subsequent work plans, if any, Respondent shall have on-Site a full-time representative who is qualified to supervise the work done at the Site.

6. Within the schedule contained in the Department-approved IRM Work Plan, or subsequent work plans, if any, Respondent shall submit to the Department a final engineering report prepared by a professional engineer that includes a certification by that individual that all activities that comprised the Department-approved IRM were completed in accordance with the Department-approved IRM Work Plan and this Order.

a. If the performance of the Department-approved IRM encompassed construction activities, the final engineering report also shall include a detailed post-remedial operation and maintenance plan ("IRM O&M Plan"); "as-built" drawings and a final engineering report (each including all changes made to the Remedial Design during construction); and a certification by a professional engineer that the IRM was implemented and all construction activities were completed in accordance with the Department-approved detailed documents and specifications for the IRM and all such activities were personally witnessed by him or her or by a person under his or her direct supervision. The IRM O&M Plan, "as built" drawings, final engineering report, and certification must be prepared, signed, and sealed by a professional engineer.

b. Upon the Department's approval of the IRM O&M Plan, Respondent shall implement the IRM O&M Plan in accordance with the requirements of the Department approved IRM O&M Plan.

7. After receipt of the final engineering report and certification, the Department shall notify Respondent in writing whether the Department is satisfied that the IRM was completed in compliance with the Department-approved IRM Work Plan and design.

V. Progress Reports

Respondent shall submit to the parties identified in Subparagraph XV.B in the numbers specified therein copies of written quarterly progress reports that:

- A. describe the actions which have been taken toward achieving compliance with this Order during the previous calendar quarter;
- B. include all results of sampling and tests and all other data received or generated by Respondent or Respondent's contractors or agents in the previous quarter, including quality assurance/quality control information, whether conducted pursuant to this Order or conducted independently by Respondent;
- C. identify all work plans, reports, and other deliverables required by this Order that were completed and submitted during the previous quarter;
- D. describe all actions, including, but not limited to, data collection and implementation of work plans, that are scheduled for the next quarter and provide other information relating to the progress at the Site;
- E. include information regarding percentage of completion, unresolved delays encountered or anticipated that may affect the future schedule for implementation of Respondent's obligations under the Order, and efforts made to mitigate those delays or anticipated delays;
- F. include any modifications to any work plans that Respondent has proposed to the Department or that the Department has approved; and
- G. describe all activities undertaken in support of the Citizen Participation Plan during the previous quarter and those to be undertaken in the next quarter. Respondent shall submit these progress reports to the Department by the tenth day of every quarter following the effective date of this Order.

Respondent also shall allow the Department to attend, and shall provide the Department at least seven days advance notice of, any of the following: prebid meetings, job progress meetings, substantial completion meeting and inspection, and final inspection and meeting; provided, however, that Respondent shall not be required under this Order on Consent to submit any portions of records and/or information that would disclose privileged mental impressions, conclusions, opinions, or legal theories, as provided for by applicable New York law.

VI. Review of Submittals

A. 1. The Department shall review each of the submittals Respondent makes pursuant to this Order to determine whether it was prepared, and whether the work done to generate the data and other information in the submittal was done, in accordance with this Order and generally accepted technical and scientific principles. The Department shall notify Respondent in writing of its approval or disapproval of the submittal, except for the health and safety plan submittal in the Work Plan, and the health and safety submittal in Subparagraph IV.A.4. All Department-approved submittals shall be incorporated into and become an enforceable part of this Order.

2. a. If the Department disapproves a submittal, it shall so notify Respondent in writing and shall specify the reasons for its disapproval. Within 30 days after receiving written notice that Respondent's submittal has been disapproved, Respondent shall make a revised submittal to the Department that addresses and endeavors to resolve all of the Department's stated reasons for disapproving the first submittal.

b. After receipt of the revised submittal, the Department shall notify Respondent in writing within 30 days of its approval or disapproval. If the Department disapproves the revised submittal, Respondent may notify the Department within 10 days of receipt of notification of disapproval from the Department that it will further revise the submittal and Respondent may submit one further revised submittal within 21 days of receipt of notification of Disapproval from the Department. If the Department disapproves the revised submittal, and no further revised submittal is made, or if the Department disapproves the further revised submittal once made, unless Respondent requests within 10 days of receipt of notice of the Department's disapproval of the revised submittal or further revised submittal, an opportunity to respond to the Department's objections pursuant to the dispute resolution procedure in Subparagraph VII.B, Respondent may be held in violation of this Order and the Department may take any action or pursue whatever rights it has pursuant to any provision of statutory or common law. If the Department approves the revised submittal or second revised submittal, it shall be incorporated into and become an enforceable part of this Order.

B. Respondent shall modify and/or amplify and expand a submittal upon the Department's direction to do so if the Department determines, as a result of reviewing data generated by an activity required under this Order or as a result of reviewing any other data or facts, that further work is necessary to ensure that the submittal is completed in accordance with this Order and generally accepted technical and scientific principles; provided, however, that the matters to be addressed by such modification or expansion are within the specific scope of work as described in the Work Plan.

VII. Dispute Resolution

A. Respondent's failure to comply with any term of this Order constitutes a violation of this Order and the ECL, subject to the provisions of Subparagraph VII.B, with respect to disputes arising over the approvability by the Department of a submittal of Respondent pursuant to Paragraph VI of this Order, and subject to the provisions of Subparagraph VII.C, with respect to disputes arising over the reimbursement by Respondent of State costs pursuant to Paragraph X of this Order.

B. 1. If the Department disapproves a revised submittal and no further revised submittal is made, or if the Department disapproves a second revised submittal, Respondent shall be in violation of this Order unless, within 10 days of receipt of the Department's notice of disapproval, Respondent serves on the Department a request for an appointment of an Administrative Law Judge ("ALJ"), and a written statement of the issues in dispute, the relevant facts upon which the dispute is based, and factual data, analysis or opinion supporting its position, and all supporting documentation on which the Respondent relies (hereinafter called the "Statement of Position"). The Department shall serve its Statement of Position, including supporting documentation no later than ten (10) business days after receipt of Respondent's Statement of Position. Respondent shall have five (5) business days after receipt of the Department's Statement of Position within which to serve upon the Department a reply to the Department's Statement of Position, and in the event Respondent serves such a reply, the Department shall have five (5) business days after receipt of Respondent's reply to the Department's Statement of Position within which to serve upon Respondent the Department's reply to Respondent's reply to the Department's Statement of Position. In the event that the periods for exchange of Statements of Position and replies may cause a delay in the work being performed under this Order, the time periods may be shortened upon and in accordance with notice with notice by the Department as agreed to by Respondent.

2. An administrative record of any dispute under this Subparagraph shall be maintained by the Department. The record shall include the Statement of Position of each party pursuant to Subparagraph VII.B.1, and any relevant information. The record shall be available for review of all parties and the public. Upon review of the administrative record as developed pursuant to this Paragraph, the ALJ shall issue a final decision and order resolving the dispute. Respondent shall revise the submittal in accordance with the Department's specific comments, as may be modified by the ALJ and except for those which have been withdrawn by the ALJ, and shall submit a revised submittal. The period of time within which the submittal must be revised as specified by the Department in its notice of disapproval shall control unless the ALJ revises the time frame in the ALJ's final decision and order resolving the dispute.

3. After receipt of the revised submittal, the Department shall notify Respondent in writing of its approval or disapproval of the revised submittal. If the

revised submittal fails to address the Department's specific comments, as may be modified by the ALJ, and the Department disapproves the revised submittal for this reason, Respondent shall be in violation of this Order and the ECL. In review by the ALJ of any dispute pursued under this Subparagraph, Respondent shall have the burden of proving that the Department's position is not consistent with generally acceptable technical and scientific principles.

4. The invocation of the procedures stated in this Subparagraph shall not extend, postpone, or modify Respondent's obligations under this Order with respect to any disputed items, unless and until the Department agrees or a court determines otherwise. The invocation of the procedures stated in this Subparagraph shall constitute an election of remedies by Respondent, and such election of this remedy shall constitute a waiver of any and all other remedies which may otherwise be available to Respondent regarding the issue in dispute, provided that Respondent's rights granted pursuant to Article 78 of the Civil Practice Law and Rules (CPLR) of New York are unaffected by the provisions of this Subparagraph.

C. 1. The dispute resolution procedure of this Subparagraph, which pertains to Paragraph X (Payment of State Costs), applies to payment of State costs solely on the following grounds: (1) the cost documentation contains clerical errors; (2) the costs are not related to the Department's activities concerning the Site; (3) the work for which reimbursement is sought was not necessary; or (4) the costs are not reasonably related to the project.

2. If within 30 days after receipt of an itemized invoice from the Department for reimbursement of State costs as called for in Paragraph X (Payment of State Costs) of this Order, Respondent fails to pay the sum indicated in said itemized invoice solely for any or all of the reasons enumerated in Subparagraph VII.C.1 of this Order, Respondent shall be in violation of this Order, unless, within 10 days following the 30 day period from Respondent's receipt of said itemized invoice from the Department, Respondent requests to meet with the Director of the Division of Environmental Remediation ("the Director") in order to discuss Respondent's basis for its refusal to pay said itemized invoice, and Respondent is available to meet immediately thereafter. At this meeting, Respondent shall be given an opportunity to present its objections to the payment of said itemized invoice, and the Director shall have the authority to modify and/or withdraw said itemized invoice. If Respondent subsequently fails to pay said itemized invoice in the amount and within the time period for payment determined by the Director, then Respondent shall be in violation of this Order and the ECL.

3. The invocation of the formal dispute resolution procedures under this Subparagraph shall not of itself extend, postpone or affect in any way any of Respondent's obligations under this Order. The invocation of the procedures stated in this Subparagraph shall constitute an election of remedies by Respondent, and such election of this remedy

shall constitute a waiver of any and all other remedies which may otherwise be available to Respondent regarding the issue in dispute, provided that Respondent's rights granted pursuant to Article 78 of the Civil Practice Law and Rules (CPLR) of New York are unaffected by the provisions of this Subparagraph.

VIII. Compliance

Respondent shall not suffer any penalty under this Order or be subject to any proceeding or action if it cannot comply with any requirement hereof because of war, riot, fire, lightning, earthquake, flood, unusual or unforeseeable weather conditions, strike, shortages of labor and materials, obstruction or interference by adjoining landowners, or any fact or circumstance beyond Respondent's reasonable control. Respondent shall, within five days of when it obtains knowledge of any such condition, notify the Department in writing. Respondent shall include in such notice the measures taken and to be taken by Respondent to prevent or minimize any delays and shall request an appropriate extension or modification of this Order. Any extension of time hereunder shall be for a period of time not less than the period of delay resulting from such circumstance. Failure to give such notice within such five-day period constitutes a waiver of any claim that a delay is not subject to penalties. Respondent shall have the burden of proving that an event is a defense to compliance with this Order pursuant to this Paragraph.

IX. Entry upon Site

Respondent hereby consents to the entry upon the Site or areas in the vicinity of the Site which may be under the control of Respondent by any duly designated employee, consultant, contractor, or agent of the Department or any State agency for purposes of inspection, sampling, and testing and to ensure Respondent's compliance with this Order. The Department shall abide by the health and safety rules in effect for work performed at the Site under the terms of this Order. Should it be reasonably necessary and upon request, Respondent shall provide the Department with suitable office space at the Site, including access to a telephone, and shall permit the Department full access to all records relating to matters addressed by this order and job meetings, provided, however, that Respondent shall not be required under this Order on Consent to submit any portions of records and/or information that would disclose privileged mental impressions, conclusions, opinions, or legal theories, as provided for by applicable New York law.

X. Payment of State Costs

A. Within 30 days after receipt of an itemized invoice from the Department, Respondent shall pay to the Department a sum of money which shall represent

reimbursement for the State's expenses including, but not limited to, direct labor, fringe benefits, indirect costs, travel, analytical costs, and contractor costs incurred by the State of New York for work related to the Site, as well as for reviewing and revising submittals made pursuant to this Order, overseeing activities conducted pursuant to this Order, collecting and analyzing samples, and administrative costs associated with this Order. Such payment shall be made by check payable to the Department of Environmental Conservation and shall be sent to:

Bureau of Program Management
Division of Environmental Remediation
New York State Department of Environmental Conservation
50 Wolf Road
Albany, NY 12233-7010.

Personal service costs shall be documented by reports of Direct Personal Service, which shall identify the employee name, title, biweekly salary, and time spent (in hours) on the project during the billing period, as identified by an assigned time and activity code. Approved agency fringe benefit and indirect cost rates shall be applied. Non-personal service costs shall be summarized by category of expense (e.g., supplies, materials, travel, contractual) and shall be documented by expenditure reports.

B. Reimbursement by Respondent of past State costs incurred by the New York State Departments of Environmental Conservation and Health up to and including the effective date of this Order, as defined in Subparagraph XV.M of the Order, is capped at Twenty Two Thousand (\$22,000.00) Dollars. Reimbursement by Respondent of future State costs incurred by the New York State Departments of Environmental Conservation and Health after the effective date of this Order, as defined in Subparagraph X.V.M of the Order, is capped at Eighteen Thousand (\$18,000.00) Dollars annually; provided, however, that notwithstanding this cap, Respondent retains its rights to object to the Department's costs on the grounds identified in Subparagraph VII.C.1 of this Order. Furthermore, the Department may aggregate its billing of these future State costs for more than one year. Notwithstanding the foregoing, Respondent shall not be required to pay in excess of Ten Thousand (\$10,000.00) Dollars over the course of any 90 day period.

C. As provided for in Subparagraph VII.C.1 of this Order, Respondent can seek dispute resolution of reimbursement of State costs solely on the following grounds: (1) the cost documentation contains clerical errors; (2) the costs are not related to the Department's activities concerning the Site; (3) the work for which reimbursement is sought was not necessary; or (4) the costs are not reasonably related to the project. The dispute resolution procedure covering reimbursement by Respondent of State costs is contained in Subparagraph VII.C of this Order.

XI. Department Reservation of Rights

A. Nothing contained in this Order shall be construed as barring, diminishing, adjudicating, or in any way affecting any of the Department's civil, criminal, or administrative rights (including, but not limited to, nor exemplified by, the right to recover natural resource damages) or authorities.

B. Nothing contained in this Order shall be construed to prohibit the Commissioner or his duly authorized representative from exercising any summary abatement powers.

XII. Respondent's Reservation of Rights

A. Nothing contained in this Order shall be construed as barring, diminishing, adjudicating, or in any way affecting any rights Respondent may have to:

1. submit a Registry petition to reclassify the Site pursuant to 6 NYCRR 375-1.9;
2. seek judicial review of any decisions of the Department or the Commissioner under this Order;
3. seek a stay of enforcement of any order of the Department;
4. oppose the imposition or amount of penalties assessed by the Department pursuant to or with respect to Respondent's obligations under this Order;
5. comply with this Order under protest;
6. assert claims against any of its insurers and/or potentially responsible parties with respect to the matters addressed in this Order, including, without limitation, claims for breach of contract, cost recovery, contribution, tortious conduct, and indemnity.
7. pursue all defenses, claims, demands and causes of action against any other person that Respondent may have with respect to any matter, action, event, claim, or proceeding relating in any way to the Site.

B. To the extent authorized under 42 U.S.C. 9613, and any other applicable law, Respondent shall not be liable for any claim, now or in the future, in the nature of contribution, indemnity or indemnification, however characterized, by potentially

responsible parties regarding work Respondent shall have done in accordance with this Order and that shall have been approved by the Department. In any future action brought by Respondent against a potentially responsible party under CERCLA, as amended, the provisions of 42 U.S.C. 9613(f)(3) shall apply.

C. The existence of this Order or the fact that Respondent has participated in activities pursuant to this Order shall not constitute, be construed as, nor be considered an admission of liability, fault, or wrongdoing, or violation of any law, regulation, permit condition, or common law, by Respondent, and shall not give rise to any presumption of law or finding of fact which shall inure to the benefit of any third party. None of the statements in this Order shall be construed as a waiver of the attorney-client privilege or attorney work product privilege.

XIII. Indemnification

Respondent shall indemnify and hold the Department, the State of New York, and their representatives and employees harmless for all claims, suits, actions, damages, and costs of every name and description arising out of or resulting from the fulfillment or attempted fulfillment of this Order by Respondent and/or any of Respondent's directors, officers, employees, servants, agents, successors, and assigns. Respondent, however, shall not be obligated to indemnify the Department, the State of New York, and their representatives and employees for any liability arising from any unlawful, willful, wanton or malicious acts, or acts constituting gross negligence by the Department, the State of New York, and their representatives and employees during the course of any activities conducted pursuant to this Order.

XIV. Public Notice

A. Within 30 days after the effective date of this Order, Respondent shall file a Declaration of Covenants and Restrictions with the Nassau County Clerk's Office to give all parties who may acquire any interest in the Site notice of this Order.

B. If Respondent proposes to convey the whole or any part of Respondent's leasehold interest in the Site, Respondent shall, not fewer than 60 days before the date of conveyance, notify the Department in writing of the identity of the transferee and of the nature and proposed date of the conveyance and shall notify the transferee in writing, with a copy to the Department, of the applicability of this Order.

XV. Communications

A. All written communications required by this Order shall be transmitted by United States Postal Service, by private courier service, or hand delivered as follows:

Communication from Respondent shall be sent to:

1. Chittibabu Vasudevan, Ph.D., P.E.
Chief, Remedial Section A.
Bureau of Eastern Remedial Action
Division of Environmental Remediation
NYS Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

2. G. Anders Carlson, Ph.D.
Director, Bureau of Environmental Exposure Investigation
New York State Department of Health
2 University Place
Albany, New York 12203

3. John F. Byrne, Esq.
Senior Attorney
N.Y.S. Dept. of Environmental Conservation
Division of Environmental Enforcement
200 White Plains Road - 5th Floor
Tarrytown, New York 10591-5805

4. Joseph Jones
Project Manager
Remedial Section A.
Bureau of Eastern Remedial Action
Division of Environmental Remediation
NYS Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

Communication to be made from the Department to Respondent shall be sent to:

1. Louis J. Stans
Director of Engineering
Photocircuits Corporation
31 Sea Cliff Avenue
Glen Cove, New York 11542

2. Mark C. Pennington, Esq.
Morgan, Lewis & Bockius
101 Park Avenue
New York, New York 10178-0060

B. Copies of work plans and reports shall be submitted as follows:

One copy to:

Chittibabu Vasudevan, Ph.D., P.E.
Chief, Remedial Section A.
Bureau of Eastern Remedial Action
Division of Environmental Remediation
NYS Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

Three copies (one unbound) to:

Joseph Jones
Project Manager
Remedial Section A.
Bureau of Eastern Remedial Action
Division of Environmental Remediation
NYS Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

Two copies to:

G. Anders Carlson, Ph.D.
Director, Bureau of Environmental Exposure Investigation
New York State Department of Health
2 University Place
Albany, New York 12203

One copy to:

Robert Becherer, P.E.
NYS Dept. of Environmental Conservation
Division of Environmental Remediation
Region 1 Office
S.U.N.Y. Campus - Building 40
Stony Brook, New York 11790-2356

One copy to:

John F. Byrne, Esq.
Senior Attorney
N.Y.S. Dept. of Environmental Conservation
Division of Environmental Enforcement
200 White Plains Road - 5th Floor
Tarrytown, New York 10591-5805

C. 1. Within 30 days of the Department's approval of any report submitted pursuant to this Order, Respondent shall submit to the Director, Division of Environmental Remediation, 50 Wolf Road, Albany, New York 12233-7010, a computer readable magnetic media copy of the approved report in American Standard Code for Information Interchange (ASCII) format.

2. Within 30 days after the Department's approval of the FRI and the FFS, Respondent shall submit to the Department one microfilm copy (16 millimeter roll film M type cartridge) of the Department-approved FRI/FFS, as well as all other Department-approved submittals. Respondent shall submit same to Chittibabu Vasudevan, Ph.D., P.E.

D. The Department and Respondent reserve the right to designate additional or different addressees for communication or written notice to the other.

XVI. Miscellaneous

A. All activities and submittals required by this Order shall address on-Site contamination resulting from the disposal of hazardous wastes at the Site.

B. Respondent shall retain professional consultants, contractors, laboratories, quality assurance/quality control personnel, and third party data validators acceptable to the Department to perform the technical, engineering, and analytical obligations required by this Order. The experience, capabilities, and qualifications of the firms or individuals selected by Respondent shall be submitted to the Department within 15 days after the effective date of this Order. The Department's approval of these firms or individuals shall be obtained before the start of any activities for which Respondent and such firms or individuals will be responsible. The responsibility for the performance of the professionals retained by Respondent shall rest solely with Respondent.

C. The Department shall have the right to obtain split samples, duplicate samples, or both, of all substances and materials sampled by Respondent, and the Department also shall have the right to take its own samples. Respondent shall make available to the Department the results of all sampling and/or tests or other data generated by Respondent with respect to implementation of this Order and shall submit these results in the progress reports required by this Order. The Department shall make available to Respondent the results of all sampling and/or tests or other data generated by the Department with respect to the implementation of this Order. Respondent shall have the right to obtain split samples of all substances and materials sampled by the Department.

D. Respondent shall notify the Department at least 10 working days in advance of any field activities to be conducted pursuant to this Order.

E. Except as provided herein, Respondent shall obtain all permits, approvals or other authorizations necessary to perform Respondent's obligations under this Order. If during the implementation of the FRI Work Plan, Respondent and the Department shall agree that it is not possible to sample in a location or locations described in the FRI Work Plan, and the only practicable alternative for obtaining the data required by the Work Plan is to move the sample location(s) to public or utility-owned or controlled property immediately adjacent to the Site, Respondent shall make diligent efforts to obtain the necessary easements, rights-of-way, or rights-of-entry for such relocated samples. If Respondent is unable despite diligent efforts to obtain such permits, easements, rights-of-way, rights-of-entry, approvals or authorizations necessary to perform its obligations under this Order, then Respondent shall promptly notify the Department and shall include in that notification a summary of the steps Respondent has taken to obtain all necessary permits, easements, rights-of-way, rights-of-entry, approvals or authorizations.

F. Respondent and Respondent's officers, directors, agents, servants, employees, successors, and assigns shall be bound by this Order. Any change in ownership or corporate status of Respondent including, but not limited to, any transfer of assets or real or personal property shall in no way alter Respondent's responsibilities under this Order. Respondent's officers, directors, employees, servants, and agents shall be obliged to comply with the relevant provisions of this Order in the performance of their designated duties on behalf of Respondent.

G. Respondent shall provide a copy of this Order to each contractor hired to perform work required by this Order and to each person representing Respondent with respect to the Site and shall condition all contracts entered into in order to carry out the obligations identified in this Order upon performance in conformity with the terms of this Order. Respondent or Respondent's contractors shall provide written notice of this Order to all subcontractors hired to perform any portion of the work required by this Order. Respondent shall nonetheless be responsible for ensuring that Respondent's contractors and subcontractors perform the work in satisfaction of the requirements of this Order.

H. "Interim Remedial Measure" shall have the meaning set forth in 6 NYCRR Part 375.

I. All references to "professional engineer" in this Order are to an individual registered as a professional engineer in accordance with Article 145 of the New York State Education Law. If such individual is a member of a firm, that firm must be authorized to offer professional engineering services in the State of New York in accordance with Article 145 of the New York State Education Law.

J. All references to "days" in this Order are to calendar days unless otherwise specified.

K. The section headings set forth in this Order are included for convenience of reference only and shall be disregarded in the construction and interpretation of any of the provisions of this Order.

L. 1. No term, condition, understanding, or agreement purporting to modify or vary any term of this Order shall be binding unless made in writing and subscribed by the party to be bound. No informal advice, guidance, suggestion, or comment by the Department regarding any report, proposal, plan, specification, schedule, or any other submittal shall be construed as relieving Respondent of Respondent's obligation to obtain such formal approvals as may be required by this Order.

2. If Respondent desires that any provision of this Order be changed, Respondent shall make timely written application, signed by Respondent, to the Commissioner setting forth reasonable grounds for the relief sought. Copies of such

written application shall be delivered or mailed to:

John F. Byrne, Esq.
Senior Attorney
NYS Dept. of Environmental Conservation
Division of Environmental Enforcement
200 White Plains Road
5th Floor
Tarrytown, New York 10591-5805

Joseph Jones
Project Manager
Remedial Section A.
Bureau of Eastern Remedial Action
Division of Environmental Remediation
NYS Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

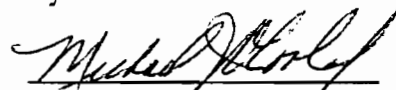
Chittibabu Vasudevan, Ph.D., P.E.
Chief, Remedial Section A.
Bureau of Eastern Remedial Action
Division of Environmental Remediation
NYS Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

M. The effective date of this Order is the date the Commissioner or his designee signs it.

DATED: 2/13/98

JOHN P. CAHILL
Commissioner
New York State Department
of Environmental Conservation

By:


Michael J. O'Toole, Jr.

CONSENT BY RESPONDENT

PHOTOCIRCUITS CORPORATION

Respondent hereby consents to the issuing and entering of this Order, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order.

By: Louis J. Stens

Title: Director of Engineering

Date: Feb. 6, 1998

STATE OF NEW YORK)

) s.s.:

COUNTY OF Nassau

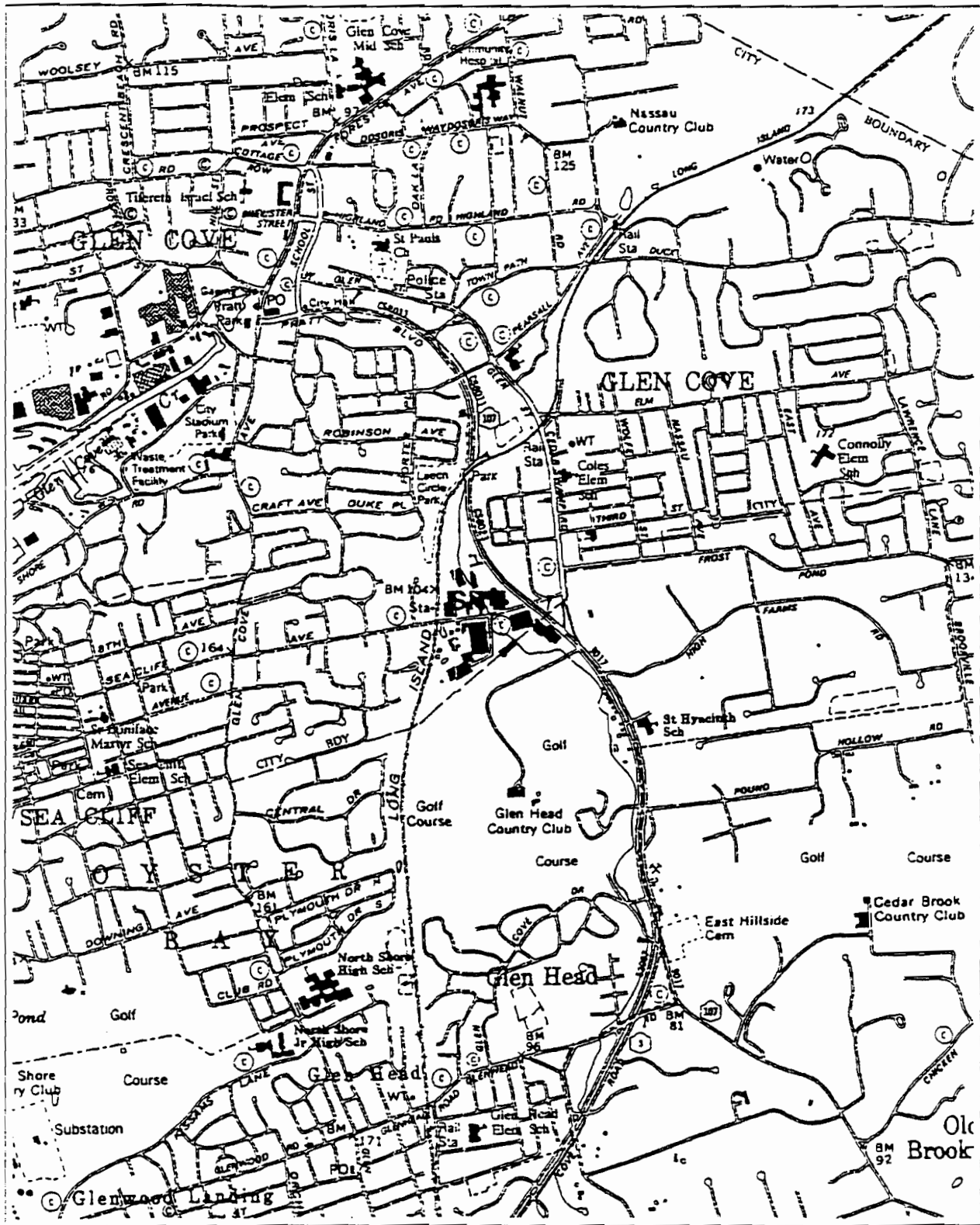
On this 5th day of February, 1998, before me personally came Louis Stens, to me known, who being duly sworn, did depose and say that he/she resides in Suffolk County; that he/she is the Director of Engineering of Photocircuits Corporation, the corporation described in and which executed the foregoing instrument; that he/she knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order.

CAROL A. HYMES
Notary Public, State of New York
No. 4843065
Qualified in Nassau County
Commission Expires 1/31/00

Carol A. Hymes
Notary Public

APPENDIX A

Site Location Map

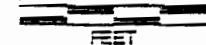


Site Location Map

130053A Pass and Seymour

NYSDOT Planimetric Quadrangle(s):
HICKSVILLE, SEA CLIFF

0 500 1000 1500 2000



FEET



Scale 1:24,000

April 09, 1997

APPENDIX B

Work Plan

101 Park Avenue
New York, New York 10178-0060
Tel. 212-309-6000
Fax: 212-309-6273

**Morgan, Lewis
& Bockius LLP**
C O U N S E L O R S A T L A W

FAX MESSAGE**Send to:**(1) Name: **Joseph G. Jones**FAX Number: **518-457-4198**

NYS DEC, Div. of Environmental Remediation

Telephone Number: **518-457-1708**

From:

Name: Mark C. Pennington, Esq.

Floor: 43

Operator Sending:

Telephone Number: 212-309-6175

Time Sent:

Date Sent: 4/7/99

Number of Pages (INCLUDING COVER PAGE):

Note: THE INFORMATION CONTAINED IN THIS FAX MESSAGE IS INTENDED ONLY FOR THE PERSONAL AND CONFIDENTIAL USE OF THE RECIPIENT(S) NAMED ABOVE. THIS MESSAGE MAY BE AN ATTORNEY-CLIENT COMMUNICATION AND AS SUCH IS PRIVILEGED AND CONFIDENTIAL. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT OR AN AGENT RESPONSIBLE FOR DELIVERING IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT YOU HAVE RECEIVED THIS DOCUMENT IN ERROR AND THAT ANY REVIEW, DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS MESSAGE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE, AND RETURN THE ORIGINAL MESSAGE TO US BY MAIL. THANK YOU.

Comments:

New York State Department of Environmental Conservation
50 Wolf Road, Albany, New York 12233-7010



John P. Cahill
Commissioner

MEMORANDUM

To: Michael J. O'Toole, Jr., Director, Division of Environmental Remediation

From: Sal Ervolina, Director, Bureau of Eastern Remedial Action, Division of Environmental Remediation *SE*

Subject: Order on Consent for Pass and Seymour, Site No. 1-30-053A on the New York State Registry of Inactive Hazardous Waste Disposal Sites. (Order on Consent No. W1-0071-96-07).

Date: FEB 2 1998



Attached is the proposed consent order for the above referenced site. This consent order is very similar to the consent order already in place for the Photocircuits site, which is physically adjacent to the Pass and Seymour site and has the same ownership and management. There is an approved Remedial Investigation/Interim Remedial Measure Work Plan for this site and the Photocircuits site, dated March 25 1997. The work plan relies heavily on a preliminary site investigation carried out by the PRP's consultant under Department supervision in 1996. Under the work plan additional soil sampling will be carried out at the Pass and Seymour site. This will include five geoprobe and three soil boring locations. Five groundwater grab samples will be taken by geoprobe, and one additional groundwater monitoring well will be constructed and sampled. Air sparging/soil vapor extraction is the presumptive Interim Remedial Measure.

I recommend that you sign this Order on Consent.

Attachment

New York State Department of Environmental Conservation



MEMORANDUM

CONFIDENTIAL/ATTORNEY WORK PRODUCT

TO: Michael J. O'Toole, Jr., Director, DER
FROM: Charles E. Sullivan, Jr.
SUBJECT: Enforcement: Inactive Site: Photocircuits Corporation
(Pass and Seymour Site)
(Site # 130053A)

DATE: February ¹²/₉, 1998

Attached for your signature are two original counterparts of an Order on Consent for a Focused Remedial Investigation/Focused Feasibility Study ("FRI/FFS") with an Interim Remedial Measure Program ("IRM") for the Photocircuits Corporation Site # 130053A. The Site is known as Pass and Seymour in the Registry. Photocircuits Corporation leases the Site. This Class 2 Site, which is approximately 7.96 acres, is located at 45 Sea Cliff Avenue, Glen Cove, Nassau County, New York (the "Site").

The Pass and Seymour Site is one of several properties that comprise the Sea Cliff Avenue Industrial Area. Pass and Seymour formerly operated at the Site and produced electric components using an injection molding process. This process included a degreasing operation which used tetrachloroethylene (PCE) as a solvent. PCE was subsequently found in soil and groundwater at the Site. The groundwater contamination could affect area public supply wells, although the water quality of the public water supply is monitored on a regular basis to safeguard the drinking water supply.

Negotiation of this Order was conducted by John Byrne of the Eastern Field Unit. Mr. Byrne will continue to act as case attorney for post execution case management. Joe Jones of DER, Central Office will continue as Project Manager for the Site.

Attachment

cc: w/o attachment
F. Bifera
R. Cowen
E. Devine
J. Byrne
E. Armater
C. Vasudevan
J. Jones

New York State Department of Environmental Conservation



MEMORANDUM

CONFIDENTIAL/ATTORNEY WORK PRODUCT

TO: Charles E. Sullivan, Jr. through Edward F. Devine ^{SED}
FROM: ~~J.A.~~ John Byrne, Eastern Field Unit Inactive Site Attorney
SUBJECT: Enforcement: Inactive Site: Photocircuits Corporation
(Pass and Seymour Site)
(Site # 130053A)

DATE: February 9, 1998

Attached for your review and proper channeling is a cover memorandum to Michael J. O'Toole, Jr. and two original counterparts of an FRI/FFS with IRM Order on Consent. This Order provides for a Focused Remedial Investigation/Focused Feasibility Study and Interim Remedial Measure Program for the Photocircuits Corporation inactive hazardous waste Site # 130053A. The Site is known as Pass and Seymour in the Registry. Photocircuits Corp. leases the Site. This Site is significant because it is part of the Sea Cliff Avenue Industrial Area, which consists of three adjacent Sites. The Department has already entered into an FRI/FFS with IRM Order for the adjacent Photocircuits Corp. Site (Site # 130009) on March 31, 1997 (Index # W1-0713-94-12). The third Site in the Sea Cliff Avenue Industrial Area is the Pall Corporation Site. Pall Corp. has brought an Article 78 special proceeding against the Department over that Site. The Department is being represented by New York State Assistant Attorney General (AAG) Phillip Bein in the Pall Corp. litigation. AAG Bein has advised me that the Pall Corp. case has been adjourned until March 15, 1998. The attached Order is therefore significant because its execution will mean the the Department has successfully negotiated Consent Orders for two out of three Sites in the Sea Cliff Avenue Industrial Area. This should help AAG Bein in the Pall Corp. litigation. I will advise AAG Bein of this Order as soon as it is executed by the Department.

This FRI/FFS with IRM Order on Consent follows the generic format with the following exceptions:

Whereas Clause 8 on Page 2 of the Order - No admission of liability language has been added at Respondent's request to the first sentence of Whereas Clause 8, which reads as follows:
"Respondent neither admitting nor denying the foregoing, and

*** CONFIDENTIAL ***

having waived its right to a hearing herein as provided by law, and having consented to the issuance and entry of this Order, without the admission, adjudication or finding of liability or of any issue of law or fact, agrees to be bound by its terms."

Paragraph I. (FRI/IRM Work Plan Contents and Submittals) on Pages 2-3 of the Order - The FRI/IRM Work Plan is to be approved concurrently with the signing of this Order by the Department pursuant to Subparagraph I.A.

Paragraph V. (Progress Reports) on Page 6 of the Order
Respondent is to submit progress reports on a quarterly rather than monthly basis. This revision was approved by Chittibabu Vasudevan (supervisor) and Joe Jones (Project Manager) of DER.

Paragraph VII. (Dispute Resolution) on Pages 8-10 of the Order
A dispute resolution procedure is contained in the Order for both reimbursement of State costs and submittals. As you instructed, disputes involving submittals will be determined by an Administrative Law Judge (ALJ). As you also instructed, disputes involving reimbursement of State costs will be determined by the Director of the Division of Environmental Remediation.

Paragraph VIII. (Compliance) on Page 10 of the Order
Respondent requested, and you agreed to, some additional grounds for force majeure. This includes "fire, lightning, earthquake, flood, unusual or unforeseeable weather conditions, strike, shortages of labor and materials, obstruction or interference by adjoining landowners, or any fact or circumstance beyond Respondent's reasonable control."

Paragraph IX. (Entry upon Site) on Page 10 of the Order - The following language in this Paragraph was agreed to by Chittibabu Vasudevan (supervisor) and Joe Jones (Project Manager) of DER: "The Department shall abide by the health and safety rules in effect for work performed at the Site under the terms of the Order." Furthermore, you agreed that Respondent would not be required to submit "any portions of records and/or information that would disclose privileged mental impressions, conclusions, opinions, or legal theories, as provided by applicable New York law."

*** CONFIDENTIAL ***

Subparagraph X.B. (Payment of State Costs) on Page 11 of the Order - This Order has a cap of \$22,000 for past State costs and a yearly cap of \$18,000 for future State costs.

Paragraph XI (Department Reservation of Rights) on Page 12 of the Order - Subparagraph XI.A contains the Department's current reservation of rights language.

Paragraph XII. (Respondent's Reservation of Rights) on Pages 12-13 of the Order - You agreed to Respondent adding this reservation of rights language to the Order. Furthermore, the same reservation of rights language is found in the **Chromalloy Gas Turbine Corporation (Site # 3-44-039)** RI/FS Order on Consent negotiated between Mark Pennington (Respondent's attorney) and Rosalie Rusinko of this office.

Paragraph XIII. (Indemnification) on Page 13 of the Order - You agreed that we could insert language that Respondent would not be obligated to indemnify the State for liability arising from "any unlawful, willful, wanton or malicious acts, or acts constituting gross negligence by the Department..."

Subparagraph XVI.A. (Miscellaneous) on Page 17 of the Order This Order is for a Focused Remedial Investigation/Focused Feasibility Study with Interim Remedial Measures for only a portion of the Site. Therefore, Chittibabu Vasudevan (DER supervisor), Joe Jones (Project Manager) and I agreed to Respondent's request to delete "off-Site" from this Subparagraph. This deletion has been previously approved by DER for FRI/FFS Orders on Consent. (See Photocircuits Corp., Index # W1-0713-94-12).

Subparagraph XVI.E. (Miscellaneous) on Page 17 of the Order During negotiations, the question of sampling at adjacent public or utility-owned or controlled property arose. Language reflecting the mutual understanding of the parties was inserted in this Subparagraph to cover that situation. You had also agreed to the substitution of the term "diligent efforts" rather than "best efforts."

Attachments

STATE OF NEW YORK: DEPARTMENT OF ENVIRONMENTAL CONSERVATION

In the Matter of the Development and
Implementation of a Focused Remedial
Investigation, Focused Feasibility
Study and Interim Remedial Measure
Program for an Inactive Hazardous Waste
Disposal Site Under Article 27, Title
13 and Article 71, Title 27 of the
Environmental Conservation Law of
the State of New York by

ORDER
ON
CONSENT

INDEX No. W1-0771-96-07

Photocircuits Corporation

Respondent

Site # 130053A

WHEREAS,

1. The New York State Department of Environmental Conservation (the "Department") is responsible for enforcement of Article 27, Title 13 of the Environmental Conservation Law of the State of New York ("ECL"), entitled "Inactive Hazardous Waste Disposal Sites." This Order is issued pursuant to the Department's authority under, inter alia, ECL Article 27, Title 13 and ECL 3-0301.

2. Photocircuits Corporation ("Respondent"), is the lessee of real property located at 45 Sea Cliff Avenue, City of Glen Cove, Nassau County, New York (hereinafter referred to as the "Site"). The Site is part of the Sea Cliff Avenue Industrial Area. A Site Location Map is attached hereto as Appendix "A."

3. The Department has designated the Site as an inactive hazardous waste disposal site, as that term is defined at ECL 27-1301.2, and alleges that it presents a significant threat to the public health or environment. The Site has been listed in the Registry of Inactive Hazardous Waste Disposal Sites in New York State as Pass and Seymour with Site Number 130053A. The Department has classified the Site with a Classification "2" pursuant to ECL 27-1305.4.b.

4. A. Pursuant to ECL 27-1313.3.a, whenever the Commissioner of Environmental Conservation (the "Commissioner") "finds that hazardous wastes at an inactive hazardous waste disposal site constitute a significant threat to the environment, he may order the owner of such site and/or any person responsible for the disposal of hazardous wastes at such site (i) to develop an inactive hazardous waste disposal site

remedial program, subject to the approval of the department, at such site, and (ii) to implement such program within reasonable time limits specified in the order."

B. Any person under order pursuant to ECL 27-1313.3.a has a duty imposed by ECL Article 27, Title 13 to carry out the remedial program committed to under order. ECL Section 71-2705 provides that any person who fails to perform any duty imposed by ECL Article 27, Title 13 shall be liable for civil, administrative and/or criminal sanctions.

C. The Department also has the power, *inter alia*, to provide for the prevention and abatement of all water, land, and air pollution. *See, e.g.*, ECL 3-0301.1.i.

5. The Department and Respondent agree that the goals of this Order are for Respondent to (i) develop and implement a Focused Remedial Investigation ("FRI") for the Site; (ii) develop and implement a Focused Feasibility Study ("FFS") for the Site; (iii) develop and implement Interim Remedial Measures ("IRMs") for the Site; and (iv) reimburse the State's administrative costs for the Site, as provided for in this Order.

6. The Focused Remedial Investigation/Focused Feasibility Study does not constitute an RI/FS, which, if required, would be addressed under a separate document. Respondent reserves its right to submit a Registry petition to reclassify the Site pursuant to 6 NYCRR 375-1.9.

7. In August 1996, Respondent conducted a Preliminary Site Investigation at the Site to verify and update the results of previous investigations. Respondent has submitted the results of this Preliminary Site Investigation to the Department.

8. Respondent, neither admitting nor denying the foregoing, and having waived its right to a hearing herein as provided by law, and having consented to the issuance and entry of this Order, without the admission, adjudication or finding of liability or of any issue of law or fact, agrees to be bound by its terms. Respondent consents to and agrees not to contest the authority or jurisdiction of the Department to issue or enforce this Order, and agrees not to contest the validity of this Order or its terms.

NOW, having considered this matter and being duly advised, IT IS ORDERED THAT:

I. FRI/IRM Work Plan Contents and Submittals

A. Respondent has submitted to the Department a Focused Remedial Investigation/Interim Remedial Measures Work Plan (the FRI/IRM Work Plan), which describes the methods and procedures to be implemented in performing a Focused

Remedial Investigation at the Site and evaluates alternative remedial technologies for an IRM at the Site. This FRI/IRM Work Plan will be approved concurrently with the execution of this Order by the Commissioner or his designee. The Approved FRI/IRM Work Plan is attached as Appendix "B" to this Order and is incorporated into this Order.

B. The Work Plan incorporates all of the elements of a Remedial Investigation as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA") [42 USC 9601 et seq.], as amended, the National Contingency Plan ("NCP") of March 8, 1990 [40 CFR Part 300], the USEPA guidance document entitled "Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA," dated October 1988, and any subsequent revisions to that guidance document in effect at the time the Work Plan was submitted, and appropriate USEPA and Department technical and administrative guidance documents, as those terms are defined in 6 NYCRR 375-1.10(e), which are applicable to the Focused Remedial Investigation contemplated by this Order.

II. Performance and Reporting of the FRI

A. Respondent shall commence the Focused Remedial Investigation for the Site in accordance with the schedule contained in the Department-approved FRI/IRM Work Plan.

B. Respondent shall perform the Focused Remedial Investigation for the Site in accordance with the Department-approved FRI/IRM Work Plan.

C. During the performance of the Focused Remedial Investigation, Respondent shall have on-Site a full-time representative who is qualified to supervise the work done.

D. Within the time frame set forth in the Department-approved Work Plan, Respondent shall prepare a Focused Remedial Investigation Report that shall:

1. include all data generated and all other information obtained during the Focused Remedial Investigation;
2. provide all of the assessments and evaluations required by the Work Plan;
3. identify any additional data that must be collected; and
4. include a certification by the individual or firm with primary responsibility for the day to day performance of the Focused Remedial Investigation that all activities that comprised the Focused Remedial Investigation were performed in full accordance with the Department-approved FRI/IRM Work Plan.

III. Focused Feasibility Study

A. Ninety (90) days after the Department's acceptance of the Focused Remedial Investigation Report, Respondent shall submit a Focused Feasibility Study for the Site, evaluating on-Site remedial actions to eliminate, to the maximum extent practicable, all health and environmental hazards and potential hazards attributable to hazardous waste disposal at the Site, as identified in the Focused Remedial Investigation Report. The Focused Feasibility Study shall be prepared by and have the signature and seal of a professional engineer who shall certify that the Focused Feasibility Study was prepared in accordance with this Order.

B. Respondent shall perform and prepare the Focused Feasibility Study in accordance with the Department-approved Work Plan and in a manner not inconsistent with CERCLA, the NCP, and the guidance documents identified in Subparagraph I.B.

C. After the Department's approval of the Focused Feasibility Study, Respondent shall cooperate and assist the Department in soliciting public comment on the Focused Feasibility Study and on the proposed remedial action plan, in accordance with CERCLA, the NCP, the guidance documents identified in Subparagraph I.B, and with any Department policy and guidance documents in effect at the time the public comment period is initiated. After the close of the public comment period, the Department shall select a final remedial alternative for the site in a Record of Decision ("ROD"). The ROD shall be incorporated into and become an enforceable part of this Order.

IV. Interim Remedial Measures

A. 1. The Department has approved the Interim Remedial Measure (IRM) described in the FRI/IRM Work Plan attached to this Order as Appendix B, as an appropriate IRM, and said IRM Work Plan is incorporated into and becomes an enforceable part of this Order.

2. Respondent may propose other Interim Remedial Measures ("IRMs") for the Site.

3. In proposing each IRM, Respondent shall submit to the Department a work plan that includes a chronological description of the anticipated IRM activities together with a schedule for performance of those activities (an "IRM Work Plan").

4. Upon the Department's determination that a proposal is an appropriate IRM and upon the Department's approval of such work plan, that IRM Work Plan shall be incorporated into and become an enforceable part of this Order; and Respondent shall submit to the Department for its review and (as appropriate) approval, in accordance with

the schedule contained in the Department-approved IRM Work Plan, detailed documents and specifications prepared, signed, and sealed by a professional engineer to implement the Department-approved IRM. Such documents shall include a health and safety plan, contingency plan, and (if the Department requires such) a citizen participation plan that incorporates appropriate activities outlined in the Department's publication, "New York State Inactive Hazardous Waste Citizen Participation Plan," dated August 30, 1988, and any subsequent revisions thereto, and 6 NYCRR Part 375. Respondent shall then carry out such IRM in accordance with the requirements of the approved IRM Work Plan, detailed documents and specifications, and this Order. Respondent shall notify the Department of any significant difficulties that may be encountered in implementing the Department-approved work plan, detailed documents, or specifications and shall not modify any obligation unless first approved by the Department.

5. During implementation of all construction activities identified in the Department-approved IRM Work Plan or subsequent work plans, if any, Respondent shall have on-Site a full-time representative who is qualified to supervise the work done at the Site.

6. Within the schedule contained in the Department-approved IRM Work Plan, or subsequent work plans, if any, Respondent shall submit to the Department a final engineering report prepared by a professional engineer that includes a certification by that individual that all activities that comprised the Department-approved IRM were completed in accordance with the Department-approved IRM Work Plan and this Order.

a. If the performance of the Department-approved IRM encompassed construction activities, the final engineering report also shall include a detailed post-remedial operation and maintenance plan ("IRM O&M Plan"); "as-built" drawings and a final engineering report (each including all changes made to the Remedial Design during construction); and a certification by a professional engineer that the IRM was implemented and all construction activities were completed in accordance with the Department-approved detailed documents and specifications for the IRM and all such activities were personally witnessed by him or her or by a person under his or her direct supervision. The IRM O&M Plan, "as built" drawings, final engineering report, and certification must be prepared, signed, and sealed by a professional engineer.

b. Upon the Department's approval of the IRM O&M Plan, Respondent shall implement the IRM O&M Plan in accordance with the requirements of the Department approved IRM O&M Plan.

7. After receipt of the final engineering report and certification, the Department shall notify Respondent in writing whether the Department is satisfied that the IRM was completed in compliance with the Department-approved IRM Work Plan and design.

V. Progress Reports

Respondent shall submit to the parties identified in Subparagraph XV.B in the numbers specified therein copies of written quarterly progress reports that:

- A. describe the actions which have been taken toward achieving compliance with this Order during the previous calendar quarter;
- B. include all results of sampling and tests and all other data received or generated by Respondent or Respondent's contractors or agents in the previous quarter, including quality assurance/quality control information, whether conducted pursuant to this Order or conducted independently by Respondent;
- C. identify all work plans, reports, and other deliverables required by this Order that were completed and submitted during the previous quarter;
- D. describe all actions, including, but not limited to, data collection and implementation of work plans, that are scheduled for the next quarter and provide other information relating to the progress at the Site;
- E. include information regarding percentage of completion, unresolved delays encountered or anticipated that may affect the future schedule for implementation of Respondent's obligations under the Order, and efforts made to mitigate those delays or anticipated delays;
- F. include any modifications to any work plans that Respondent has proposed to the Department or that the Department has approved; and
- G. describe all activities undertaken in support of the Citizen Participation Plan during the previous quarter and those to be undertaken in the next quarter. Respondent shall submit these progress reports to the Department by the tenth day of every quarter following the effective date of this Order.

Respondent also shall allow the Department to attend, and shall provide the Department at least seven days advance notice of, any of the following: prebid meetings, job progress meetings, substantial completion meeting and inspection, and final inspection and meeting; provided, however, that Respondent shall not be required under this Order on Consent to submit any portions of records and/or information that would disclose privileged mental impressions, conclusions, opinions, or legal theories, as provided for by applicable New York law.

VI. Review of Submittals

A. 1. The Department shall review each of the submittals Respondent makes pursuant to this Order to determine whether it was prepared, and whether the work done to generate the data and other information in the submittal was done, in accordance with this Order and generally accepted technical and scientific principles. The Department shall notify Respondent in writing of its approval or disapproval of the submittal, except for the health and safety plan submittal in the Work Plan, and the health and safety submittal in Subparagraph IV.A.4. All Department-approved submittals shall be incorporated into and become an enforceable part of this Order.

2. a. If the Department disapproves a submittal, it shall so notify Respondent in writing and shall specify the reasons for its disapproval. Within 30 days after receiving written notice that Respondent's submittal has been disapproved, Respondent shall make a revised submittal to the Department that addresses and endeavors to resolve all of the Department's stated reasons for disapproving the first submittal.

b. After receipt of the revised submittal, the Department shall notify Respondent in writing within 30 days of its approval or disapproval. If the Department disapproves the revised submittal, Respondent may notify the Department within 10 days of receipt of notification of disapproval from the Department that it will further revise the submittal and Respondent may submit one further revised submittal within 21 days of receipt of notification of Disapproval from the Department. If the Department disapproves the revised submittal, and no further revised submittal is made, or if the Department disapproves the further revised submittal once made, unless Respondent requests within 10 days of receipt of notice of the Department's disapproval of the revised submittal or further revised submittal, an opportunity to respond to the Department's objections pursuant to the dispute resolution procedure in Subparagraph VII.B, Respondent may be held in violation of this Order and the Department may take any action or pursue whatever rights it has pursuant to any provision of statutory or common law. If the Department approves the revised submittal or second revised submittal, it shall be incorporated into and become an enforceable part of this Order.

B. Respondent shall modify and/or amplify and expand a submittal upon the Department's direction to do so if the Department determines, as a result of reviewing data generated by an activity required under this Order or as a result of reviewing any other data or facts, that further work is necessary to ensure that the submittal is completed in accordance with this Order and generally accepted technical and scientific principles; provided, however, that the matters to be addressed by such modification or expansion are within the specific scope of work as described in the Work Plan.

VII. Dispute Resolution

A. Respondent's failure to comply with any term of this Order constitutes a violation of this Order and the ECL, subject to the provisions of Subparagraph VII.B, with respect to disputes arising over the approvability by the Department of a submittal of Respondent pursuant to Paragraph VI of this Order, and subject to the provisions of Subparagraph VII.C, with respect to disputes arising over the reimbursement by Respondent of State costs pursuant to Paragraph X of this Order.

B. 1. If the Department disapproves a revised submittal and no further revised submittal is made, or if the Department disapproves a second revised submittal, Respondent shall be in violation of this Order unless, within 10 days of receipt of the Department's notice of disapproval, Respondent serves on the Department a request for an appointment of an Administrative Law Judge ("ALJ"), and a written statement of the issues in dispute, the relevant facts upon which the dispute is based, and factual data, analysis or opinion supporting its position, and all supporting documentation on which the Respondent relies (hereinafter called the "Statement of Position"). The Department shall serve its Statement of Position, including supporting documentation no later than ten (10) business days after receipt of Respondent's Statement of Position. Respondent shall have five (5) business days after receipt of the Department's Statement of Position within which to serve upon the Department a reply to the Department's Statement of Position, and in the event Respondent serves such a reply, the Department shall have five (5) business days after receipt of Respondent's reply to the Department's Statement of Position within which to serve upon Respondent the Department's reply to Respondent's reply to the Department's Statement of Position. In the event that the periods for exchange of Statements of Position and replies may cause a delay in the work being performed under this Order, the time periods may be shortened upon and in accordance with notice with notice by the Department as agreed to by Respondent.

2. An administrative record of any dispute under this Subparagraph shall be maintained by the Department. The record shall include the Statement of Position of each party pursuant to Subparagraph VII.B.1, and any relevant information. The record shall be available for review of all parties and the public. Upon review of the administrative record as developed pursuant to this Paragraph, the ALJ shall issue a final decision and order resolving the dispute. Respondent shall revise the submittal in accordance with the Department's specific comments, as may be modified by the ALJ and except for those which have been withdrawn by the ALJ, and shall submit a revised submittal. The period of time within which the submittal must be revised as specified by the Department in its notice of disapproval shall control unless the ALJ revises the time frame in the ALJ's final decision and order resolving the dispute.

3. After receipt of the revised submittal, the Department shall notify Respondent in writing of its approval or disapproval of the revised submittal. If the

revised submittal fails to address the Department's specific comments, as may be modified by the ALJ, and the Department disapproves the revised submittal for this reason, Respondent shall be in violation of this Order and the ECL. In review by the ALJ of any dispute pursued under this Subparagraph, Respondent shall have the burden of proving that the Department's position is not consistent with generally acceptable technical and scientific principles.

4. The invocation of the procedures stated in this Subparagraph shall not extend, postpone, or modify Respondent's obligations under this Order with respect to any disputed items, unless and until the Department agrees or a court determines otherwise. The invocation of the procedures stated in this Subparagraph shall constitute an election of remedies by Respondent, and such election of this remedy shall constitute a waiver of any and all other remedies which may otherwise be available to Respondent regarding the issue in dispute, provided that Respondent's rights granted pursuant to Article 78 of the Civil Practice Law and Rules (CPLR) of New York are unaffected by the provisions of this Subparagraph.

C. 1. The dispute resolution procedure of this Subparagraph, which pertains to Paragraph X (Payment of State Costs), applies to payment of State costs solely on the following grounds: (1) the cost documentation contains clerical errors; (2) the costs are not related to the Department's activities concerning the Site; (3) the work for which reimbursement is sought was not necessary; or (4) the costs are not reasonably related to the project.

2. If within 30 days after receipt of an itemized invoice from the Department for reimbursement of State costs as called for in Paragraph X (Payment of State Costs) of this Order, Respondent fails to pay the sum indicated in said itemized invoice solely for any or all of the reasons enumerated in Subparagraph VII.C.1 of this Order, Respondent shall be in violation of this Order, unless, within 10 days following the 30 day period from Respondent's receipt of said itemized invoice from the Department, Respondent requests to meet with the Director of the Division of Environmental Remediation ("the Director") in order to discuss Respondent's basis for its refusal to pay said itemized invoice, and Respondent is available to meet immediately thereafter. At this meeting, Respondent shall be given an opportunity to present its objections to the payment of said itemized invoice, and the Director shall have the authority to modify and/or withdraw said itemized invoice. If Respondent subsequently fails to pay said itemized invoice in the amount and within the time period for payment determined by the Director, then Respondent shall be in violation of this Order and the ECL.

3. The invocation of the formal dispute resolution procedures under this Subparagraph shall not of itself extend, postpone or affect in any way any of Respondent's obligations under this Order. The invocation of the procedures stated in this Subparagraph shall constitute an election of remedies by Respondent, and such election of this remedy

shall constitute a waiver of any and all other remedies which may otherwise be available to Respondent regarding the issue in dispute, provided that Respondent's rights granted pursuant to Article 78 of the Civil Practice Law and Rules (CPLR) of New York are unaffected by the provisions of this Subparagraph.

VIII. Compliance

Respondent shall not suffer any penalty under this Order or be subject to any proceeding or action if it cannot comply with any requirement hereof because of war, riot, fire, lightning, earthquake, flood, unusual or unforeseeable weather conditions, strike, shortages of labor and materials, obstruction or interference by adjoining landowners, or any fact or circumstance beyond Respondent's reasonable control. Respondent shall, within five days of when it obtains knowledge of any such condition, notify the Department in writing. Respondent shall include in such notice the measures taken and to be taken by Respondent to prevent or minimize any delays and shall request an appropriate extension or modification of this Order. Any extension of time hereunder shall be for a period of time not less than the period of delay resulting from such circumstance. Failure to give such notice within such five-day period constitutes a waiver of any claim that a delay is not subject to penalties. Respondent shall have the burden of proving that an event is a defense to compliance with this Order pursuant to this Paragraph.

IX. Entry upon Site

Respondent hereby consents to the entry upon the Site or areas in the vicinity of the Site which may be under the control of Respondent by any duly designated employee, consultant, contractor, or agent of the Department or any State agency for purposes of inspection, sampling, and testing and to ensure Respondent's compliance with this Order. The Department shall abide by the health and safety rules in effect for work performed at the Site under the terms of this Order. Should it be reasonably necessary and upon request, Respondent shall provide the Department with suitable office space at the Site, including access to a telephone, and shall permit the Department full access to all records relating to matters addressed by this order and job meetings, provided, however, that Respondent shall not be required under this Order on Consent to submit any portions of records and/or information that would disclose privileged mental impressions, conclusions, opinions, or legal theories, as provided for by applicable New York law.

X. Payment of State Costs

A. Within 30 days after receipt of an itemized invoice from the Department, Respondent shall pay to the Department a sum of money which shall represent

reimbursement for the State's expenses including, but not limited to, direct labor, fringe benefits, indirect costs, travel, analytical costs, and contractor costs incurred by the State of New York for work related to the Site, as well as for reviewing and revising submittals made pursuant to this Order, overseeing activities conducted pursuant to this Order, collecting and analyzing samples, and administrative costs associated with this Order. Such payment shall be made by check payable to the Department of Environmental Conservation and shall be sent to:

Bureau of Program Management
Division of Environmental Remediation
New York State Department of Environmental Conservation
50 Wolf Road
Albany, NY 12233-7010.

Personal service costs shall be documented by reports of Direct Personal Service, which shall identify the employee name, title, biweekly salary, and time spent (in hours) on the project during the billing period, as identified by an assigned time and activity code. Approved agency fringe benefit and indirect cost rates shall be applied. Non-personal service costs shall be summarized by category of expense (e.g., supplies, materials, travel, contractual) and shall be documented by expenditure reports.

B. Reimbursement by Respondent of past State costs incurred by the New York State Departments of Environmental Conservation and Health up to and including the effective date of this Order, as defined in Subparagraph XV.M of the Order, is capped at Twenty Two Thousand (\$22,000.00) Dollars. Reimbursement by Respondent of future State costs incurred by the New York State Departments of Environmental Conservation and Health after the effective date of this Order, as defined in Subparagraph X.V.M of the Order, is capped at Eighteen Thousand (\$18,000.00) Dollars annually; provided, however, that notwithstanding this cap, Respondent retains its rights to object to the Department's costs on the grounds identified in Subparagraph VII.C.1 of this Order. Furthermore, the Department may aggregate its billing of these future State costs for more than one year. Notwithstanding the foregoing, Respondent shall not be required to pay in excess of Ten Thousand (\$10,000.00) Dollars over the course of any 90 day period.

C. As provided for in Subparagraph VII.C.1 of this Order, Respondent can seek dispute resolution of reimbursement of State costs solely on the following grounds: (1) the cost documentation contains clerical errors; (2) the costs are not related to the Department's activities concerning the Site; (3) the work for which reimbursement is sought was not necessary; or (4) the costs are not reasonably related to the project. The dispute resolution procedure covering reimbursement by Respondent of State costs is contained in Subparagraph VII.C of this Order.

XI. Department Reservation of Rights

A. Nothing contained in this Order shall be construed as barring, diminishing, adjudicating, or in any way affecting any of the Department's civil, criminal, or administrative rights (including, but not limited to, nor exemplified by, the right to recover natural resource damages) or authorities.

B. Nothing contained in this Order shall be construed to prohibit the Commissioner or his duly authorized representative from exercising any summary abatement powers.

XII. Respondent's Reservation of Rights

A. Nothing contained in this Order shall be construed as barring, diminishing, adjudicating, or in any way affecting any rights Respondent may have to:

1. submit a Registry petition to reclassify the Site pursuant to 6 NYCRR 375-1.9;
2. seek judicial review of any decisions of the Department or the Commissioner under this Order;
3. seek a stay of enforcement of any order of the Department;
4. oppose the imposition or amount of penalties assessed by the Department pursuant to or with respect to Respondent's obligations under this Order;
5. comply with this Order under protest;
6. assert claims against any of its insurers and/or potentially responsible parties with respect to the matters addressed in this Order, including, without limitation, claims for breach of contract, cost recovery, contribution, tortious conduct, and indemnity.
7. pursue all defenses, claims, demands and causes of action against any other person that Respondent may have with respect to any matter, action, event, claim, or proceeding relating in any way to the Site.

B. To the extent authorized under 42 U.S.C. 9613, and any other applicable law, Respondent shall not be liable for any claim, now or in the future, in the nature of contribution, indemnity or indemnification, however characterized, by potentially

responsible parties regarding work Respondent shall have done in accordance with this Order and that shall have been approved by the Department. In any future action brought by Respondent against a potentially responsible party under CERCLA, as amended, the provisions of 42 U.S.C. 9613(f)(3) shall apply.

C. The existence of this Order or the fact that Respondent has participated in activities pursuant to this Order shall not constitute, be construed as, nor be considered an admission of liability, fault, or wrongdoing, or violation of any law, regulation, permit condition, or common law, by Respondent, and shall not give rise to any presumption of law or finding of fact which shall inure to the benefit of any third party. None of the statements in this Order shall be construed as a waiver of the attorney-client privilege or attorney work product privilege.

XIII. Indemnification

Respondent shall indemnify and hold the Department, the State of New York, and their representatives and employees harmless for all claims, suits, actions, damages, and costs of every name and description arising out of or resulting from the fulfillment or attempted fulfillment of this Order by Respondent and/or any of Respondent's directors, officers, employees, servants, agents, successors, and assigns. Respondent, however, shall not be obligated to indemnify the Department, the State of New York, and their representatives and employees for any liability arising from any unlawful, willful, wanton or malicious acts, or acts constituting gross negligence by the Department, the State of New York, and their representatives and employees during the course of any activities conducted pursuant to this Order.

XIV. Public Notice

A. Within 30 days after the effective date of this Order, Respondent shall file a Declaration of Covenants and Restrictions with the Nassau County Clerk's Office to give all parties who may acquire any interest in the Site notice of this Order.

B. If Respondent proposes to convey the whole or any part of Respondent's leasehold interest in the Site, Respondent shall, not fewer than 60 days before the date of conveyance, notify the Department in writing of the identity of the transferee and of the nature and proposed date of the conveyance and shall notify the transferee in writing, with a copy to the Department, of the applicability of this Order.

XV. Communications

A. All written communications required by this Order shall be transmitted by United States Postal Service, by private courier service, or hand delivered as follows:

Communication from Respondent shall be sent to:

1. Chittibabu Vasudevan, Ph.D., P.E.
Chief, Remedial Section A.
Bureau of Eastern Remedial Action
Division of Environmental Remediation
NYS Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

2. G. Anders Carlson, Ph.D.
Director, Bureau of Environmental Exposure Investigation
New York State Department of Health
2 University Place
Albany, New York 12203

3. John F. Byrne, Esq.
Senior Attorney
N.Y.S. Dept. of Environmental Conservation
Division of Environmental Enforcement
200 White Plains Road - 5th Floor
Tarrytown, New York 10591-5805

4. Joseph Jones
Project Manager
Remedial Section A.
Bureau of Eastern Remedial Action
Division of Environmental Remediation
NYS Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

Communication to be made from the Department to Respondent shall be sent to:

1. Louis J. Stans
Director of Engineering
Photocircuits Corporation
31 Sea Cliff Avenue
Glen Cove, New York 11542

2. Mark C. Pennington, Esq.
Morgan, Lewis & Bockius
101 Park Avenue
New York, New York 10178-0060

B. Copies of work plans and reports shall be submitted as follows:

One copy to:

Chittibabu Vasudevan, Ph.D., P.E.
Chief, Remedial Section A.
Bureau of Eastern Remedial Action
Division of Environmental Remediation
NYS Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

Three copies (one unbound) to:

Joseph Jones
Project Manager
Remedial Section A.
Bureau of Eastern Remedial Action
Division of Environmental Remediation
NYS Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

Two copies to:

G. Anders Carlson, Ph.D.
Director, Bureau of Environmental Exposure Investigation
New York State Department of Health
2 University Place
Albany, New York 12203

One copy to:

Robert Becherer, P.E.
NYS Dept. of Environmental Conservation
Division of Environmental Remediation
Region 1 Office
S.U.N.Y. Campus - Building 40
Stony Brook, New York 11790-2356

One copy to:

John F. Byrne, Esq.
Senior Attorney
N.Y.S. Dept. of Environmental Conservation
Division of Environmental Enforcement
200 White Plains Road - 5th Floor
Tarrytown, New York 10591-5805

C. 1. Within 30 days of the Department's approval of any report submitted pursuant to this Order, Respondent shall submit to the Director, Division of Environmental Remediation, 50 Wolf Road, Albany, New York 12233-7010, a computer readable magnetic media copy of the approved report in American Standard Code for Information Interchange (ASCII) format.

2. Within 30 days after the Department's approval of the FRI and the FFS, Respondent shall submit to the Department one microfilm copy (16 millimeter roll film M type cartridge) of the Department-approved FRI/FFS, as well as all other Department-approved submittals. Respondent shall submit same to Chittibabu Vasudevan, Ph.D., P.E.

D. The Department and Respondent reserve the right to designate additional or different addressees for communication or written notice to the other.

XVI. Miscellaneous

A. All activities and submittals required by this Order shall address on-Site contamination resulting from the disposal of hazardous wastes at the Site.

B. Respondent shall retain professional consultants, contractors, laboratories, quality assurance/quality control personnel, and third party data validators acceptable to the Department to perform the technical, engineering, and analytical obligations required by this Order. The experience, capabilities, and qualifications of the firms or individuals selected by Respondent shall be submitted to the Department within 15 days after the effective date of this Order. The Department's approval of these firms or individuals shall be obtained before the start of any activities for which Respondent and such firms or individuals will be responsible. The responsibility for the performance of the professionals retained by Respondent shall rest solely with Respondent.

C. The Department shall have the right to obtain split samples, duplicate samples, or both, of all substances and materials sampled by Respondent, and the Department also shall have the right to take its own samples. Respondent shall make available to the Department the results of all sampling and/or tests or other data generated by Respondent with respect to implementation of this Order and shall submit these results in the progress reports required by this Order. The Department shall make available to Respondent the results of all sampling and/or tests or other data generated by the Department with respect to the implementation of this Order. Respondent shall have the right to obtain split samples of all substances and materials sampled by the Department.

D. Respondent shall notify the Department at least 10 working days in advance of any field activities to be conducted pursuant to this Order.

E. Except as provided herein, Respondent shall obtain all permits, approvals or other authorizations necessary to perform Respondent's obligations under this Order. If during the implementation of the FRI Work Plan, Respondent and the Department shall agree that it is not possible to sample in a location or locations described in the FRI Work Plan, and the only practicable alternative for obtaining the data required by the Work Plan is to move the sample location(s) to public or utility-owned or controlled property immediately adjacent to the Site, Respondent shall make diligent efforts to obtain the necessary easements, rights-of-way, or rights-of-entry for such relocated samples. If Respondent is unable despite diligent efforts to obtain such permits, easements, rights-of-way, rights-of-entry, approvals or authorizations necessary to perform its obligations under this Order, then Respondent shall promptly notify the Department and shall include in that notification a summary of the steps Respondent has taken to obtain all necessary permits, easements, rights-of-way, rights-of-entry, approvals or authorizations.

F. Respondent and Respondent's officers, directors, agents, servants, employees, successors, and assigns shall be bound by this Order. Any change in ownership or corporate status of Respondent including, but not limited to, any transfer of assets or real or personal property shall in no way alter Respondent's responsibilities under this Order. Respondent's officers, directors, employees, servants, and agents shall be obliged to comply with the relevant provisions of this Order in the performance of their designated duties on behalf of Respondent.

G. Respondent shall provide a copy of this Order to each contractor hired to perform work required by this Order and to each person representing Respondent with respect to the Site and shall condition all contracts entered into in order to carry out the obligations identified in this Order upon performance in conformity with the terms of this Order. Respondent or Respondent's contractors shall provide written notice of this Order to all subcontractors hired to perform any portion of the work required by this Order. Respondent shall nonetheless be responsible for ensuring that Respondent's contractors and subcontractors perform the work in satisfaction of the requirements of this Order.

H. "Interim Remedial Measure" shall have the meaning set forth in 6 NYCRR Part 375.

I. All references to "professional engineer" in this Order are to an individual registered as a professional engineer in accordance with Article 145 of the New York State Education Law. If such individual is a member of a firm, that firm must be authorized to offer professional engineering services in the State of New York in accordance with Article 145 of the New York State Education Law.

J. All references to "days" in this Order are to calendar days unless otherwise specified.

K. The section headings set forth in this Order are included for convenience of reference only and shall be disregarded in the construction and interpretation of any of the provisions of this Order.

L. 1. No term, condition, understanding, or agreement purporting to modify or vary any term of this Order shall be binding unless made in writing and subscribed by the party to be bound. No informal advice, guidance, suggestion, or comment by the Department regarding any report, proposal, plan, specification, schedule, or any other submittal shall be construed as relieving Respondent of Respondent's obligation to obtain such formal approvals as may be required by this Order.

2. If Respondent desires that any provision of this Order be changed, Respondent shall make timely written application, signed by Respondent, to the Commissioner setting forth reasonable grounds for the relief sought. Copies of such

written application shall be delivered or mailed to:

John F. Byrne, Esq.
Senior Attorney
NYS Dept. of Environmental Conservation
Division of Environmental Enforcement
200 White Plains Road
5th Floor
Tarrytown, New York 10591-5805

Joseph Jones
Project Manager
Remedial Section A.
Bureau of Eastern Remedial Action
Division of Environmental Remediation
NYS Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

Chittibabu Vasudevan, Ph.D., P.E.
Chief, Remedial Section A.
Bureau of Eastern Remedial Action
Division of Environmental Remediation
NYS Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

M. The effective date of this Order is the date the Commissioner or his designee signs it.

DATED:

2/13/98

JOHN P. CAHILL
Commissioner
New York State Department
of Environmental Conservation

By:


Michael J. O'Toole, Jr.

CONSENT BY RESPONDENT

PHOTOCIRCUITS CORPORATION

Respondent hereby consents to the issuing and entering of this Order, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order.

By: [Signature]

Title: Director of Operations

Date: Feb 6, 1998

STATE OF NEW YORK)

) s.s.:

COUNTY OF Nassau

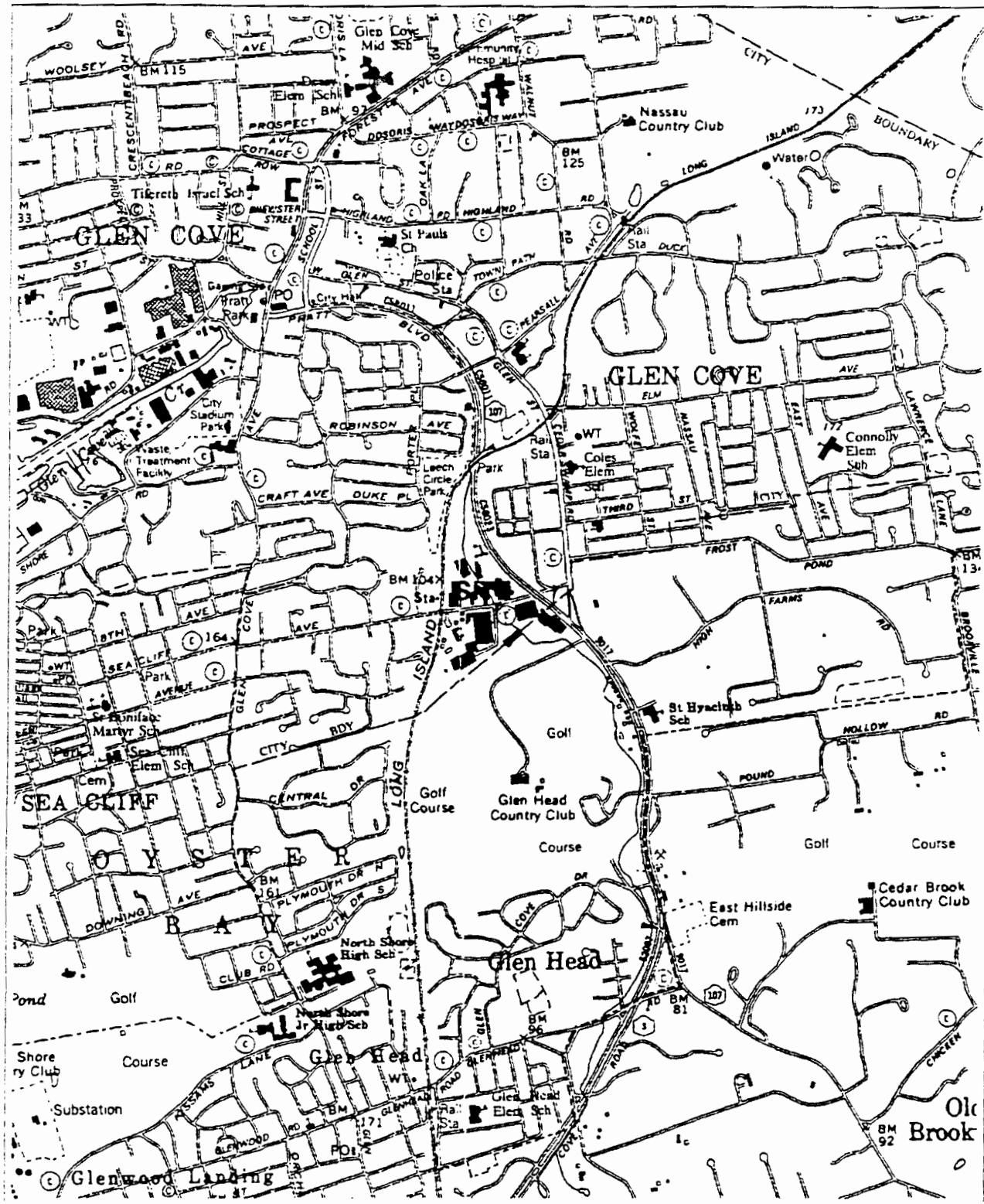
On this 6th day of February, 1998, before me personally came Louis Stens, to me known, who being duly sworn, did depose and say that he/she resides in Suffolk County; that he/she is the Director of Engineering of Photocircuits Corporation, the corporation described in and which executed the foregoing instrument; that he/she knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order.

CELIA HYNES
Notary Public, State of New York
No. 4843065
Qualified in Nassau County
Commission Expires 1/31/00

[Signature]
Notary Public

APPENDIX A

Site Location Map



Site Location Map

130053A Pass and Seymour

NYS DOT Planimetric Quadrangle(s):
HICKSVILLE, SEA CLIFF



0 500 1000 1500 2000



FEET

Scale 1:24,000

April 09, 1997

APPENDIX B

Work Plan

714-332-5111

ESTIMATED NYSDEC COSTS
SITE NAM Pass & Seymour
SITE NUMBER: 1-30-053A
=====

State Fiscal Year: 1997-'98
=====

PERSONAL SERVICE

TITLE ----	GRADE ----	SALARY (JOB RAT -----	WEEKS ----	COSTS ----
ENVIRONMENTAL ENGR. 3	27	68,213	1	\$1,312
ENV. ENGR. 2/ENGR. GEO. 2	24	58,431	6	\$6,742
SENIOR ATTORNEY	25	59,473	0	\$0
ENV. ENGR. 1/ENGR. GEO. 1	20	47,774	0	\$0
SAN. CONSTR. INSP. 2	19	45,494	0	\$0
ENV. ENGR./ENGR. GEOLOG	15	37,346	0	\$0
KEYBOARD SPECIALIST	6	23,035	1	\$443

		SALARIES TO		\$8,497
		* FRINGE BENEFITS(30.5		2,592

		**INDIRECT COSTS(32.71		3,627

		P.S. TOTAL		\$14,716
NON-PERSONAL SERVICES -----				
TRAVEL AND PER DIEM COSTS				2,000
ANALYTICAL COSTS				1,000
CONTRACTUAL COSTS EXCLUDING ANALYTICAL				0
SUPPLIES AND MATERIALS				0
MISC. COSTS				0

		GRAND TOTA		\$17,716

*FRINGE BENEFITS ARE CALCULATED AS A PERCENTAGE OF SALARIES (ESTIMATED

**INDIRECT COSTS ARE CALCULATED AS A PERCENTAGE OF THE TOTAL OF SALARI
and fringe benefits(ESTIMATED).

Sohn

This amount is per year. In form
Mark Pennington that cap on future
cost is \$15,000 per year.

Walker
1/21/98

New York State Department of Environmental Conservation
Division of Environmental Remediation
Bureau of Eastern Remedial Action
50 Wolf Road, Albany, New York 12233-7010



FACSIMILE TRANSMITTAL

To: John Byrne

From: Joe Jones

Date: 1/21/98

Number of Pages: 1 + cover

To discuss this further, please call me at (518) 457-_____, or fax a response to (518) 457-4198.

 *** TX REPORT ***

TRANSMISSION OK

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 CONNECTION ID
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 USAGE T 00'49
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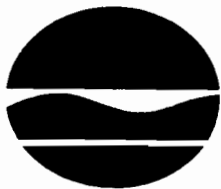
914-332-5111

ESTIMATED NYSDEC COSTS
 SITE NAM Pass & Seymour
 SITE NUMBER: 1-30-053A

State Fiscal Year: 1997-'98

PERSONAL SERVICE

TITLE	GRADE	SALARY (JOB RAT)	WEEKS	COSTS
ENVIRONMENTAL ENGR. 3	27	68,213	1	\$1,312
ENV. ENGR. 2/ENGR. GEO. 2	24	58,431	6	\$6,742
SENIOR ATTORNEY	25	59,473	0	\$0
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SALARIES TO				\$8,497
* FRINGE BENEFITS(30.5				2,592
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P.S. TOTAL				\$14,716
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ANALYTICAL COSTS				1,000
CONTRACTUAL COSTS EXCLUDING ANALYTICAL				0
SUPPLIES AND MATERIALS				0
MISC. COSTS				0
GRAND TOTA				\$17,716



John P. Cahill
Commissioner

New York State Department of Environmental Conservation

MEMORANDUM

TO: John Byrne, DEE - Tarrytown *JB*
FROM: Dottie Norvik, DER - Central Office
SUBJECT: Cost Update for Pass and Seymour, Site No. 1-30-053A
DATE: JAN 20 1998



The following is a revised cost summary for the Pass & Seymour site. All attorney's time has been subtracted from the January 12, 1998 summary.

DPS (through July 23, 1997)

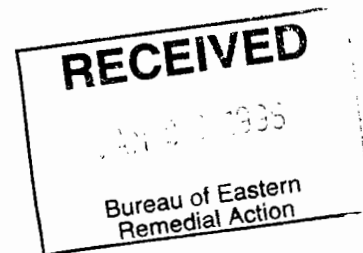
Direct Salary	\$18,379.65	(Exhibit 1.A-B)
Fringe Benefit	\$5,937.10	(Exhibit 1.A-B)
Indirect Costs	\$7,824.54	(Exhibit 1.A-B)

NPS (through September 30, 1997)

Contractual	\$13,951.81
DEC Total	\$46,093.10

Attachments

cc: w/o atts. J.Jones ✓



Joe Jones, BERA, Remedial Section A
Dottie Norvik, BPM, Resource Management & Cost Recovery Section
Time & Activity Charges to B776 (7/24/97-present) for Pass & Seymour (1-30-053A)

This cost recovery summary has been prepared in response to your January 20, 1998 request. The following summarizes personal service charges to time and activity code B776 from July 24, 1997 through October 15, 1997 (the latest available data). As Laura Zeppetelli explained to you over the phone, the Division of Management and Budget Services (DMBS) just released the T&A for this time-frame on January 20, 1998. DMBS released it with a disclaimer stating that the data is currently only 80-90% complete due to late & incorrect timesheets. Therefore, the following summary might be inaccurate.

Please contact me with any future requests for costs @ 7-0900. If you have any questions on this summary, contact Laura Zeppetelli @ 7-9238.

DPS (from July 24, 1997 through October 15, 1997)

Direct Salary	\$720.91	(Exhibit 1)
Fringe Benefit	\$235.37	(Exhibit 1)
Indirect Costs	\$331.84	(Exhibit 1)
Total	\$1,288.12	

Attachment

cc: J. Byrne, DEE - R3

ESTIMATED NYSDEC COSTS
 SITE NAM Pass & Seymour
 SITE NUMBER: 1-30-053A
 =====

State Fiscal Year: 1997-'98
 =====

PERSONAL SERVICE

TITLE -----	GRADE -----	SALARY (JOB RAT -----	WEEKS -----	COSTS -----
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KEYBOARD SPECIALIST	6	23,035	1	\$443

		SALARIES TO		\$8,497
		* FRINGE BENEFITS(30.5		2,592

		**INDIRECT COSTS(32.71		3,627

		P.S. TOTAL		\$14,716
NON-PERSONAL SERVICES				

TRAVEL AND PER DIEM COSTS				2,000
ANALYTICAL COSTS				1,000
CONTRACTUAL COSTS EXCLUDING ANALYTICAL				0
SUPPLIES AND MATERIALS				0
MISC. COSTS				0

		GRAND TOTA		\$17,716

*FRINGE BENEFITS ARE CALCULATED AS A PERCENTAGE OF SALARIES (ESTIMATED

**INDIRECT COSTS ARE CALCULATED AS A PERCENTAGE OF THE TOTAL OF SALARI
 and fringe benefits(ESTIMATED).

New York State Department of Environmental Conservation
Division of Environmental Enforcement
State Superfund and Voluntary Cleanup Practice Group
Eastern Field Unit
200 White Plains Road, 5th Floor
Tarrytown, New York 10591-5805
Telephone: (914) 332-1835, Ext. 321
Fax (914)332-5116 (not for service of process)



John P. Cahill
Commissioner

VIA AIRBORNE

December 1, 1997

Mark C. Pennington, Esq.
Morgan, Lewis & Bockius LLP
101 Park Avenue
New York City, New York 10178-0060

Re: **Pass and Seymour, Inc.**
Site # 130053A

Dear Mark:

Enclosed is a revised Draft Voluntary Agreement for the above-identified Site. Please note that this Voluntary Agreement is for both investigation and remediation of the Site. It is based on a Voluntary Agreement for WHCS Real Estate Limited Partnership, Index # D1-0001-96-11, which I recently obtained from the Department's Central Office in Albany. I have enclosed a copy of the WHCS Voluntary Agreement for your review. Many of the revisions pertain to Paragraph I, which discusses an Investigation Work Plan and, if necessary, a Remedial Work Plan for the Site. This Voluntary Agreement reflects what we are seeking to accomplish for the Pass and Seymour Site, that is both investigation and, if necessary, remediation, of the Site. Wherever possible, I retained the language in the Agreement that we had already negotiated. Please also note that recent revisions have been made to the Department's generic Voluntary Agreement, which revisions are contained in the attached Draft Voluntary Agreement for the Pass and Seymour, Inc. Site.

The revisions in the present Voluntary Agreement are as follows:

Caption at Page 1 of the Agreement - The caption of this Agreement reads "In the Matter of the Implementation of an Investigation and, if needed, Remediation" of the Site.

Considering Clauses 7A. and 7B. on Page 3 of the Agreement - The wording of Considering Clause 7A. has been revised to "investigation and remediation" of the Site. Considering Clause 7B. talks about implementing an investigation, and if necessary, remediation program for the Site..

Considering Clause 9A. on Page 3 of the Agreement - Some additional language has been inserted into Considering Clause 9A.

Paragraph I. (Performance and Reporting of the Investigation Work Plan and Development and Implementation of the Remedial Work Plan, if Necessary) at Pages 4-10 of the Agreement - As indicated by the new title of this Paragraph, this Paragraph has been significantly revised to account for the Investigation Work Plan (Exhibit "B") and the Remedial Work Plan (Exhibit "C), if necessary. The Contemplated Use remains unchanged. Please note that pursuant to Subparagraph I.D.4, a second notice will need to be published in the Environmental Notice Bulletin if remediation is needed at the Site. Furthermore, the release would be contained in a "no further action" letter" (see Subparagraph I.K. and Exhibit "D").

Paragraph II. (Progress Reports) on Pages 10-11 of the Agreement - The phrase "Investigation Work Plan and, if necessary, the Remedial Work Plan" has been inserted into these Subparagraphs where appropriate.

Paragraph III. (Review of Submittals) on Pages 11-12 of the Agreement - The phrase "Investigation Work Plan and if necessary, the Remedial Work Plan" has been inserted in the first sentence of this Subparagraph.

Paragraph V. (Entry upon Site) on Pages 12-13 of the Agreement - The phrase "Investigation Work Plan, and, if necessary, the Remedial Work Plan" has been inserted into the first sentence of this Paragraph.

Subparagraph VI.A. (Payment of State Costs) on Pages 12 of the Agreement - The second sentence of this Subparagraph now reads as follows: "Furthermore, the Department may aggregate its billing for more than one year." This sentence is now standard language in all the Department's Voluntary Agreements and Orders on Consent. Please note that the Department may bill Volunteers for more than one year at a time.

Subparagraph VI.B. (Payment of State Costs) on Page 14 of the Agreement - Please note that future State cost reimbursement is capped at \$20,000 annually. Annual caps are now a standard part of Voluntary Agreements and Orders on Consent. Annual caps encourage Volunteers or Respondents to timely proceed with investigation and/or remediation of Sites.

Paragraph VII. (Dispute Resolution) on Pages 14-16 of the Agreement - This Paragraph, although unchanged in content, was moved to Paragraph VII, which is its usual location in a Voluntary Agreement or Order on Consent.

Subparagraph VIII.A. (Department Reservation of Rights) on Page 16 of the Agreement - Please note that Subparagraph VII.A. has been revised for all Voluntary Agreements.

Subparagraph IX.A. (Notice of Sale or Conveyance) on Page 17 of the Agreement - Please note that the first sentence of this Subparagraph now requires that evidence of the filing must be provided to the Department.

Subparagraph XI.A.2. (Deed Restriction) on Page 18 of the Agreement - Please note this provision, which is inserted into Voluntary Agreements if use restrictions are to be used.

Subparagraphs XIII.A.1.2. (Miscellaneous) on Page 18 of the Agreement - A new Subparagraph XI.A.2 has been inserted into the Agreement to distinguish Volunteer Photocircuits Corp. (a corporation) from Volunteer Alpha Forty-Five L.L.C. (a limited liability corporation).

Subparagraph XIII.A.3. (Miscellaneous) on Page 21 of the Agreement - Please note that this Subparagraph has been revised for all Voluntary Agreements.

Subparagraph XIII.C. (Miscellaneous) on Page 22 of the Agreement - Please note the last sentence of this Subparagraph, which provides that Volunteers “at their own cost and expense” shall have the right to obtain split samples and/or a copy of analytical results of all substances and materials sampled by the Department.

Subparagraph XIII.E.2. (Miscellaneous) on Page 22 of the Agreement - Please note that this Subparagraph has been revised in all Voluntary Agreements to now provide that the Department “may” exempt Volunteers from obtaining Department permits. (Formerly, the language was “shall” exempt).

Subparagraphs XIII.F.1.2. (Miscellaneous) on Pages 22-23 of the Agreement - A new Subparagraph XIII.F.2. was inserted to distinguish Volunteer Photocircuits Corp. (a corporation) from Volunteer Alpha Forty Five L.L.C. (a limited liability corporation). Furthermore, because Volunteer Photocircuits Corp. is a lessee at the Site from Volunteer Alpha Forty- Five L.L.C., the first sentence of Subparagraph F.1. on Page 22 includes “sublessees.”

Subparagraph XIII.K.2 (Miscellaneous) on Pages 24-25 of the Agreement - The phrase “Investigation Work Plan or Remedial Work Plan” has been substituted for “Work Plan” in the last two sentences of this Subparagraph.

Subparagraph XIII.L. (Miscellaneous) on Page 25 of the Agreement - Please note that the Department as lead agency has undertaken a SEQRA review and determined that the proposed action will not have a significant effect on the environment. A negative declaration has therefore been prepared by the Department.

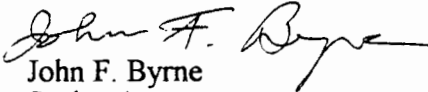
Subparagraph XIII.O. (Miscellaneous) on Page 25 of the Agreement - Please note that “sublessees” has been added in the first sentence of this Subparagraph because Photocircuits Corporation is a lessee of the Site from Site owner Alpha Forty-Five L.L.C.

Exhibit "D" (Assignable Release and Covenant Not To Sue) at Pages 34-37 of the Agreement - This was Exhibit "C" under the previous Agreement. Please note the revisions at Page 35 and the additional language inserted at Page 36. Please compare with Paragraph I. of the Agreement at Pages 4-10.

As you can see from the above, many of the revisions to this Voluntary Agreement pertain to the changes in Paragraph I of the Agreement, concerning an Investigation Work Plan followed by a Remedial Work Plan for the Site, if necessary. Please feel free to call me at (914) 332-1835, Ext. 321 to discuss this Voluntary Agreement. If you and/or your client are not satisfied with the terms and conditions of this Voluntary Agreement then we can instead enter into a Voluntary Investigation Agreement at this time. I enclose for your review a copy of the Voluntary Investigation Agreement for the 25 Melville Park Road Site that I recently negotiated with WHCS Real Estate Limited Partnership (Index # W1-0778-96-11). (Please note, however, that the 25 Melville Park Road Site is an unlisted Site whereas the Pass and Seymour, Inc. Site is a Class 2 Site). We would then, if necessary, subsequently enter into a Voluntary Remediation Agreement, which is essentially the Agreement that we were previously negotiating. In the alternative, your client and the Department can negotiate an Order on Consent for the Site similar to the Order that we negotiated for the Photocircuits Corporation Site.

Thank you for your attention to this matter. I look forward to hearing from you.

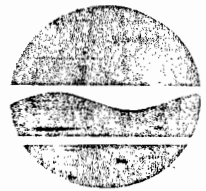
Very truly yours,


John F. Byrne
Senior Attorney

cc: E. Devine (DEE, Tarrytown)
C. Vasudevan (DER, Albany) ✓
J. Jones (DER, Albany)

File copy


New York State Department of Environmental Conservation
60 Wolf Road, Albany, New York 12253-7010



John P. Cahill
Commissioner

MEMORANDUM

To: John Byrne, Esq.

From: Joseph Jones 

Subject: Cost estimates for Pass & Seymour. Site No. 1-30-053A

Date: November 27, 1997

Attached are the estimated Department costs for oversight of the Pass & Seymour site Focused Remedial Investigation. The field work for this project will be carried out concurrently with the field work for the Photocircuits site, which will result in some savings in travel expenses, etc. Please recall that costs for Photocircuits will be assessed separately. I believe that the consent order has a \$35,000 cap for the Photocircuits site.

If you have any questions or recommendations for changes, please call me or Dr. Chittibabu Vasudevan at 518-457-4349. Dr. Vasudevan has a copy of the draft Environmental Assessment form and the Neg. Dec. form, should you want to discuss them with him.

cc: C. Vasudevan

ESTIMATED NYSDEC COSTS
 SITE NAM Pass & Seymour
 SITE NUMBER: 1-30-053A
 =====

State Fiscal Year: 1997-98
 =====

PERSONAL SERVICE

TITLE -----	GRADE -----	SALARY (JOB RAT -----	WEEKS -----	COSTS -----
ENVIRONMENTAL ENGR. 3	27	58,213	1	\$1,312
ENV. ENGR. 2/ENGR. GEO. 2	24	58,431	6	\$6,742
SENIOR ATTORNEY	25	59,473	0	\$0
ENV. ENGR. 1/ENGR. GEO. 1	20	47,774	0	\$0
SAN. CONSTR. INSP. 2	19	45,494	0	\$0
ENV. ENGR./ENGR. GEOLOG	15	37,346	0	\$0
KEYBOARD SPECIALIST	6	23,035	1	\$448

				SALARIES TO \$8,497
				* FRINGE BENEFITS(30.5 2,592

				**INDIRECT COSTS(32.7 3,627

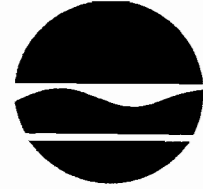
				P.S. TOTAL \$14,716
NON-PERSONAL SERVICES				

TRAVEL AND PER DIEM COSTS				2,000
ANALYTICAL COSTS				1,000
CONTRACTUAL COSTS EXCLUDING ANALYTICAL				0
SUPPLIES AND MATERIALS				0
MISC. COSTS				0

				GRAND TOTAL \$17,716

*FRINGE BENEFITS ARE CALCULATED AS A PERCENTAGE OF SALARIES (ESTIMATE
 **INDIRECT COSTS ARE CALCULATED AS A PERCENTAGE OF THE TOTAL OF SALAR
 and fringe benefits(ESTIMATED).

New York State Department of Environmental Conservation
Division of Environmental Enforcement
State Superfund and Voluntary Cleanup Practice Group
Eastern Field Unit
200 White Plains Road, 5th Floor
Tarrytown, New York 10591-5805
Telephone: (914) 332-1835, Ext. 321
Fax (914)332-5116 (not for service of process)



John P. Cahill
Commissioner

CERTIFIED MAIL/RETURN RECEIPT

August 28, 1997

Mark C. Pennington, Esq.
Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, N.Y. 10178-0060

Re: Pass and Seymour, Inc.
Site # 130053A

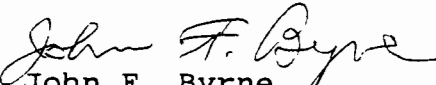


Dear Mark:

Enclosed are three (3) red-lined duplicate originals of a Voluntary Agreement for the above-referenced Site. Please have your clients sign and have their signatures notarized on Pages 23 and 24 of each duplicate original of the Voluntary Agreement. Please then forward all three duplicate originals to me. The Department will subsequently execute all three duplicate originals and one duplicate original will be returned to you for your clients' files. It should be noted, however, that the Department will not execute these duplicate originals of the Agreement until your Voluntary Cleanup Agreement Application for proposed Volunteer Alpha Forty-Five L.L.C. has been approved by the Department.

Please feel free to call me at (914) 332-1835, Ext. 321 if you have any questions regarding the above. Thank you for your attention to this matter.

Very truly yours,


John F. Byrne
Senior Attorney

cc: E. Devine (DEE, Tarrytown)
C. Vasudevan (DER, Albany) ✓
J. Jones (DER, Albany)

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

In the Matter of the
Implementation of a
Response Program for
Pass and Seymour, Inc.
by

AGREEMENT

INDEX NUMBER: W1-0771-96-07

Photocircuits Corporation
and
Alpha Forty-Five L.L.C.

Volunteers.

Site # 130053A

CONSIDERING,

1. The New York State Department of Environmental Conservation (the "Department") is responsible for enforcement of the Environmental Conservation Law of the State of New York ("ECL"). This Agreement is entered into pursuant to the Department's authority under that law and constitutes an administrative settlement for purposes of 42 USC 9613(f).
2.
 - A. The property which is the subject of this Agreement is located at 45 Sea Cliff Avenue, Glen Cove, Nassau County, New York (hereinafter referred to as the "Site"). The Site is located on the south side of Sea Cliff Avenue in the Sea Cliff Industrial Area. The Tax Map Numbers for the Site are Section 21, Block S, Lots 844, 895A, 895B, 896, 897 and 898. Exhibit "A" of this Agreement is a map of the Site showing its general location.
 - B. Photocircuits Corporation ("Volunteer") is a corporation organized and existing under the laws of the State of New York, with offices at 31 Sea Cliff Avenue, Glen Cove, Nassau County, New York.
 - C. Alpha Forty-Five L.L.C. ("Volunteer") is the current owner of the Site with an office at 31 Sea Cliff Avenue, Glen Cove, Nassau County, New York. Alpha Forty-Five L.L.C. has been the Site owner since April 30, 1996.
 - D. Volunteer Photocircuits Corporation and Volunteer Alpha Forty-Five L.L.C. are collectively referred to as "Volunteers" for purposes of this Agreement.
3. A Preliminary Site Assessment (PSA), completed in 1994, confirmed the presence of Tetrachloroethylene (PCE) in the soil and groundwater exceeding the New York State Class GA standard. Photocircuits Corporation conducted a Preliminary Site Investigation at the Site in August 1996 to verify and update the results of previous investigations. Photocircuits Corporation has submitted the results of this Preliminary Site Investigation to the Department. This Preliminary Site Investigation confirmed the presence of

Tetrachloroethylene (PCE) in the soil and groundwater exceeding the New York State Class GA standard. This contamination continues to exist at the present time (the "Existing Contamination").

4. A. The Site has been used for industrial purposes. The former owners of the property, Enal Development Corp., Pass and Seymour, Inc., and Slater Electric, Inc. were engaged in the manufacture of electric components, switches, outlets and wall boxes, and performed a manufacturing process involving injection molding of plastic components. Volunteers intend to utilize the Site for general industrial or commercial purposes in the future (the "Contemplated Use").

B. Volunteers represent, and for the purposes of this Agreement, the Department relies on those representations, that Volunteers' involvement with the Site and with the facility on the Site is limited to the following: Volunteer Photocircuits Corporation has not taken title to the Site, has not previously owned or operated the Site, and is not otherwise responsible under law to remediate the Existing Contamination. Volunteer Alpha Forty-Five L.L.C. took title to the Site on April 30, 1996, and has not previously owned or operated the Site.

5. The Department has the power, inter alia, to provide for the prevention and abatement of all water, land, and air pollution. ECL 3-0301.1.i.

6. A. The Department alleges that the Site is an inactive hazardous waste disposal site, as that term is defined at ECL 27-1301.2. The Department has classified the Site with a Classification "2" pursuant to ECL 27-1305.4.b.

B. ECL 27-1313.3 provides that the Department shall be responsible for inactive hazardous waste disposal site remedial programs, except as provided in Section 1389-b of the Public Health Law. ECL 27-1313.3.a provides that whenever the Commissioner of Environmental Conservation finds that hazardous wastes at an inactive hazardous waste disposal site constitute a significant threat to the environment, he may order the owner of such site and/or any person responsible for the disposal of hazardous wastes at such site (i) to develop an inactive hazardous waste disposal site remedial program, subject to the approval of the Department, at such site, and (ii) to implement such program within reasonable time limits specified in the order.

C. The regulations implementing ECL Article 27, Title 13 authorize at 6 NYCRR 375-1.2(e)(2)(ii) the proponents of any activity to demonstrate to the Department that such activity will not have the effect described in 6 NYCRR 375-1.2(e)(2)(i) by such demonstration as the Department may find acceptable.

D. Volunteers wish to enter into this Agreement in order to ensure, and the Department hereby determines that this Agreement constitutes a demonstration, that the response action undertaken under this Agreement will be in compliance with the ECL and will not:

1. prevent or interfere significantly with any proposed, ongoing or completed remedial program at the Site, or
2. expose the public health or the environment to a significantly increased threat of harm or damage.

7. A. Volunteers also wish to enter into this Agreement in order to resolve their potential liability as operators for remediating the Existing Contamination under ECL Article 27, Title 13. The Department finds that such resolution, undertaken in accordance with the terms of this Agreement, is in the public interest.

B. Volunteers, desirous of implementing a response program acceptable to the Department sufficient to allow Volunteers to proceed with their plans to use the Site for the Contemplated Use, consent to the terms and conditions of this Agreement.

8. The Department published a notice of proposed entry into this Agreement in the April 23, 1997 issue of the Department's Environmental Notice Bulletin and provided written notice to the City of Glen Cove and Nassau County of the proposed entry of this Agreement and solicited comments from the public and from those local governments on this Agreement, including the remedial work plan for the Site. The Department received no comments.

9. The Department and Volunteers agree that the goals of this Agreement are:

A. for Volunteers to, (i) implement the Department-approved investigative and remedial work plan pertaining to the Site; and (ii) reimburse the State's administrative costs as provided in this Agreement, and

B. for the Department and the Trustee of New York State's natural resources (the "Trustee") to release Volunteers and their successors and assigns, under the conditions set forth in this Agreement, from any and all claims, actions, suits, and proceedings by the Department or by the Trustee, which may arise under any applicable law as a result of the Existing Contamination.

10. Volunteers, without the admission, adjudication or finding of liability or any issue of law or fact, agree to be bound by the terms of this Agreement. Volunteers consent to and agree not to contest the authority or jurisdiction of the Department to enter into or enforce this Agreement, and agree not to contest the validity of this Agreement or its terms.

IN CONSIDERATION OF AND IN EXCHANGE FOR THE DEPARTMENT'S RELEASE AND COVENANT NOT TO SUE SET FORTH IN THIS AGREEMENT AND FOR THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, VOLUNTEERS AGREE TO THE FOLLOWING:

I. Performance and Reporting of the Work Plan

A. Within 30 days after the effective date of this Agreement, Volunteers shall commence implementation of the remedial work plan (the "Work Plan") attached to this Agreement and made a part of it as Exhibit "B".

B. 1. Volunteers shall carry out the Work Plan in accordance with its terms.

2. The parties agree that the Work Plan will be modified in the event that contamination previously unknown is encountered during the Work Plan's implementation or if the results of sampling and analysis fail to satisfy the criteria articulated in Section 2.4 of the Work Plan, and that such modification(s) shall appear in Exhibit "B-1", and all references to "Work Plan" in this Agreement shall refer to the one contained in Exhibit "B-1". However, if Volunteers and the Department cannot agree upon modifications to the Work Plan, then the provisions of Subparagraph XIII.B. (Dispute Resolution) shall take effect; Volunteers shall not leave the Site in a condition, from the perspective of human health and environmental protection, worse than that which prevailed before remedial activities were commenced.

3. Volunteers shall notify the Department of any significant difficulties that may be encountered in implementing the Work Plan, any Department-approved modification to the Work Plan, or any Department-approved detail, document, or specification prepared by or on behalf of Volunteers pursuant thereto and shall not modify any obligation unless first approved by the Department.

C. During implementation of all construction activities identified in the Work Plan, Volunteers shall have on-Site a full-time representative who is qualified to supervise the work done.

D. In accordance with the schedule contained in the Work Plan, as may be modified by agreement between the parties, Volunteers shall submit to the Department a final engineering report. The final engineering report shall include a detailed post-remedial operation and maintenance plan ("O&M Plan"), to the extent necessary; "as-built" drawings showing all changes made during construction, to the extent necessary; and a certification that all activities were completed in full accordance with the Work Plan, any Department-approved modification to the Work Plan, any Department-approved detail, document, or specification prepared by or on behalf of

Volunteers pursuant thereto, and this Agreement. The O&M Plan, "as built" drawings, final engineering report, and certification must be prepared, signed, and sealed by a professional engineer.

E. Should post-remedial operation and maintenance prove to be necessary, upon the Department's approval of the O&M Plan, Volunteers shall implement the O&M Plan in accordance with the schedule and requirements of the Department-approved O&M Plan.

F. 1. I. Within 60 days after receipt of the final engineering report and certification, the Department shall notify Volunteers in writing whether the Department is satisfied with the implementation of the Work Plan, any Department-approved detail, document, or specification prepared by or on behalf of Volunteers pursuant thereto, and this Agreement.

ii. Within 60 days after completion of the Department-approved O&M Plan, if any, Volunteers shall submit to the Department a final engineering report and certification that the post-remedial operation and maintenance activities identified in the Department-approved O&M Plan were implemented in accordance with that plan. The Department shall notify Volunteers whether it is satisfied with the O&M Plan's implementation.

2. Upon being satisfied that the Site-specific cleanup levels identified in, or to be identified in accordance with, the Work Plan have been reached, the Department shall notify Volunteers in writing of its satisfaction and, except for the reservations identified below, the Department and the Trustee release, covenant not to sue, and shall forbear from bringing any action, proceeding, or suit against Volunteers for the further investigation and remediation of the Site, or for natural resources damages, based upon the release or threatened release of any Existing Contamination, provided that (a) timely payments of the amounts specified in Paragraph VI of this Agreement continue to be or have been made to the Department, (b) appropriate notices and deed restrictions have been recorded in accordance with Paragraphs IX and X of this Agreement, and (c) Volunteers and/or their lessees, sublessees, successors, or assigns promptly commence and diligently pursue to completion the Department-approved O&M Plan, if any. Nonetheless, the Department and the Trustee hereby reserve all of their respective rights concerning, and such forbearance shall not extend to, any further investigation or remedial action the Department deems reasonably necessary:

i. due to off-Site migration of petroleum resulting in impacts to environmental resources, to human health, or to other biota that are not inconsequential, irrespective of whether the information available to Volunteers and the Department at the time of the development of the Work Plan disclosed the existence or potential existence of such off-Site migration;

ii. due to environmental conditions related to the Site that were unknown to the Department at the time of its approval of the Work Plan which indicates that Site conditions are not sufficiently protective of human health and the environment for the Contemplated Use, as defined in Considering Clause 4.B. of this Agreement;

iii. due to information received, in whole or in part, after the Department's approval of the final engineering report and certification, which indicates that the activities carried out in accordance with the Work Plan are not sufficiently protective of human health and the environment for the Contemplated Use, as defined in Considering Clause 4.B of this Agreement;

iv. due to Volunteers' failure to implement this Agreement to the Department's satisfaction; or

v. due to fraud or mistake committed by Volunteers in demonstrating that the Site-specific cleanup levels identified in, or to be identified in accordance with, the Work Plan were reached.

Additionally, the Department and the Trustee hereby reserve all of their respective rights concerning, and any such release, covenant not to sue, and forbearance shall not extend to, any further investigation or abatement it deems necessary to be undertaken in the event that Volunteers cause or suffer the release or threat of release at the Site of any hazardous substance (as that term is defined at 42 USC 9601[14]) or petroleum (as that term is defined in Navigation Law §172[15]) after the effective date of this Agreement; or Volunteers cause a, or suffer the use of the Site to, change from the Contemplated Use, as defined in Considering Clause 4.B., to one requiring a lower level of residual contamination before that use can be implemented with sufficient protection of human health and the environment.

3. Notwithstanding any other provision in this Agreement, if with respect to the Site there exists or may exist a claim of any kind or nature on the part of the New York State Environmental Protection and Spill Compensation Fund against any party, nothing in this Agreement shall be construed, or deemed, to preclude the State of New York from recovering such claim.

G. If the Department is satisfied with the implementation of the Work Plan and Department-approved design, the Department shall provide Volunteers with a separate written "no further action" letter substantially similar to the model letter attached to this Agreement and incorporated in this Agreement as Exhibit "C."

H. 1. Notwithstanding any other provision of this Agreement, with respect to any claim or cause of action asserted by the Department or the Trustee, the one seeking

the benefit of the forbearance, covenant not to sue, or release set forth in Subparagraph I.F or in a "no further action" letter issued under Subparagraph I.G of this Agreement shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributable solely to Existing Contamination.

2. Except as above provided in Subparagraph I.F of this Agreement and in the "no further action" letter issued under Subparagraph I.G of this Agreement, nothing in this Agreement is intended as a release, forbearance, or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the Department, the Trustee, or the State of New York may have against any person, firm, corporation, or other entity not a party to this Agreement. In addition, notwithstanding any other provision in this Paragraph I of this Agreement, the forbearance, covenant not to sue, and release described in Subparagraph I.F and in the "no further action" letter issued under Subparagraph I.G of this Agreement shall not extend to parties that were responsible under law before the effective date of this Agreement to address the Existing Contamination.

II. Progress Reports

A. Volunteers shall submit to the parties identified in Subparagraph XI.A.1 in the numbers specified therein copies of written quarterly progress reports that:

1. describe the actions which have been taken toward achieving compliance with this Agreement during the previous quarter;
2. include all results of sampling and tests and all other data received or generated by Volunteers or Volunteers' contractors or agents in the previous quarter, including quality assurance/quality control information, whether conducted pursuant to this Agreement or conducted independently by Volunteers;
3. identify all work plans, reports, and other deliverables required by this Agreement that were completed and submitted during the previous quarter;
4. describe all actions, including, but not limited to, data collection and implementation of the Work Plan, that are scheduled for the next quarter and provide other information relating to the progress at the Site;
5. include information regarding percentage of completion, unresolved delays encountered or anticipated that may affect the future schedule for implementation of Volunteers' obligations under the Agreement, and efforts made to mitigate those delays or anticipated delays; and

6. include any modifications to the Work Plan that Volunteers have proposed to the Department and any that the Department has approved.

B. Volunteers shall submit these progress reports to the Department by the tenth day of every quarter following the effective date of this Agreement and Volunteers' obligation to submit the progress reports shall terminate upon its receipt of the written satisfaction notification identified in Subparagraph I.F of this Agreement approving Volunteers' final engineering report and certification concerning the Work Plan's implementation. However, Volunteers shall continue to submit reports concerning the implementation of any O&M Plan that may be required under this Agreement, in accordance with the Plan's requirements.

C. Volunteers also shall allow the Department to attend, and shall provide the Department at least five days advance notice of, any of the following: prebid meetings, job progress meetings, substantial completion meeting and inspection, and final inspection and meeting, provided, however, that Volunteers shall not be required under this Agreement to submit any portions of records and/or information that would disclose privileged mental impressions, conclusions, opinions, or legal theories, as provided for by applicable New York law.

III. Review of Submittals

A. 1. The Department shall review each of the submittals Volunteers make pursuant to this Agreement to determine whether it was prepared, and whether the work done to generate the data and other information in the submittal was done, in accordance with this Agreement and generally accepted technical and scientific principles. The Department shall notify Volunteers in writing of its approval or disapproval of the submittal. All Department-approved submittals shall be incorporated into and become an enforceable part of this Agreement.

2. I. If the Department disapproves a submittal, except with respect to the final engineering report and certification (in which case the period shall be 60 days), it shall so notify Volunteers in writing and shall specify the reasons for its disapproval within 30 days after its receipt of the submittal and may request Volunteers to modify or expand the submittal; provided, however, that the matters to be addressed by such modification or expansion are within the specific scope of work as described in the Work Plan. Within 30 days after receiving written notice that Volunteers' submittal has been disapproved, Volunteers shall make a revised submittal to the Department which endeavors to address and resolve all of the Department's stated reasons for disapproving the first submittal.

ii. After receipt of the revised submittal, the Department shall notify Volunteers in writing within 30 days of its approval or disapproval. If the Department disapproves the revised submittal, Volunteers may notify the Department within 10 days of receipt of notification of disapproval from the Department that they will further revise the submittal and Volunteers may submit one further revised submittal within 21 days of receipt of notification of disapproval from the Department. If the Department disapproves the revised submittal, and no further revised submittal is made, or if the Department disapproves the further revised submittal once made, unless Volunteers request within 10 days of receipt of notice of the Department's disapproval of the revised submittal or further revised submittal, an opportunity to respond to the Department's objections pursuant to the dispute resolution procedure in Subparagraph XIII.B., Volunteers may be held in violation of this Agreement and the Department may take any action or pursue whatever rights it has pursuant to any provision of statutory or common law. If the Department approves the revised submittal, it shall be incorporated into and become an enforceable part of this Agreement.

B. Within 30 days after the Department's approval of the final engineering report and certification, Volunteers shall submit to the Department one microfilm copy (16 millimeter roll film M type cartridge) of that report and all other Department-approved drawings and submittals. Such submission shall be made to:

Director, Division of Environmental Remediation
New York State Department of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

IV. Enforcement

A. This Agreement shall be enforceable as a contractual agreement under the laws of the State of New York.

B. Volunteers shall not suffer any penalty under this Agreement or be subject to any proceeding or action if they cannot comply with any requirement of this Agreement because of fire, lightning, earthquake, flood, adverse weather conditions, strike, shortages of labor and materials, war, riot, obstruction or interference by adjoining landowners, or any other fact or circumstance beyond Volunteers' reasonable control ("force majeure event"). Volunteers shall, within five working days of when they obtain knowledge of any such force majeure event, notify the Department in writing. Volunteers shall include in such notice the measures taken and to be taken by Volunteers to prevent or minimize any delays and shall request an appropriate extension or modification of this Agreement.

Volunteers shall have the burden of proving by a preponderance of the evidence that an event is a defense to compliance with this Agreement pursuant to this Subparagraph IV.B of this Agreement. Any extension of time hereunder shall be for a period of time not less than the period of delay resulting from such circumstance.

V. Entry upon Site

Volunteers hereby consent to the entry upon the Site or areas in the vicinity of the Site which may be under the control of Volunteers by any duly designated employee, consultant, contractor, or agent of the Department or any State agency having jurisdiction with respect to the Response Program for purposes of inspection, sampling, and testing and to ensure Volunteers' compliance with this Agreement. The Department shall abide by the health and safety rules in effect for work performed at the Site under the terms of this Agreement. If reasonably necessary, upon request, Volunteers shall provide the Department with suitable office space at the Site, including access to a telephone, and shall permit the Department full access to all records relating to matters addressed by this Agreement and to job meetings, provided, however, that Volunteers shall not be required under this Agreement to submit any portions of records and/or information that would disclose privileged mental impressions, conclusions, opinions, or legal theories, as provided for by applicable New York law.

VI. Payment of State Costs

A. Within thirty days after receipt of an itemized invoice from the Department, unless Volunteers invoke with regard to the amounts claimed by the Department the dispute resolution mechanism identified in Subparagraph XIII.C. within thirty (30) days of the receipt of the invoice, Volunteers shall pay to the Department a sum of money which shall represent reimbursement for the State's expenses reasonably incurred during the implementation of this Agreement with respect to the Existing Contamination, including, but not limited to, direct labor, fringe benefits, indirect costs, travel, analytical costs, and contractor costs incurred by the State of New York, as well as for negotiating this Agreement, reviewing and revising submittals made pursuant to this Agreement, overseeing activities conducted pursuant to this Agreement, collecting and analyzing samples, and administrative costs associated with this Agreement, but not including the State's expenses incurred after the Department's notification identified in Subparagraph I.F.2 of this Agreement of its approval of the final engineering report and certification pertaining to the implementation of the Work Plan or, if any, of the Department-approved O&M Plan, whichever is later. Each such payment shall be made by check payable to the Department of Environmental Conservation and shall be sent to:

Bureau of Program Management
Division of Environmental Remediation
New York State Department of Environmental Conservation
50 Wolf Road
Albany, NY 12233-7010

Personal service costs shall be documented by reports of Direct Personal Service, which shall identify the employee name, title, biweekly salary, and time spent (in hours) on the project during the billing period, as identified by an assigned time and activity code. Approved agency fringe benefit and indirect cost rates shall be applied. Non-personal service costs shall be summarized by category of expense (e.g., supplies, materials, travel, contractual) and shall be documented by expenditure reports.

B. Reimbursement by Volunteers of future State costs, which are incurred by the New York State Departments of Environmental Conservation and Health after the effective date of this Agreement as defined in Subparagraph XII.P. of this Agreement, is capped at Twenty Thousand (\$20,000.00) Dollars.

C. As provided for in Subparagraph XIII.C. of this Agreement, Volunteers can seek dispute resolution of reimbursement of State costs solely on the following grounds: (1) the cost documentation contains clerical errors; (2) the costs are not related to the Department's activities concerning the Site; or (3) the work for which reimbursement is sought was not necessary.

VII. Department Reservation of Rights

A. Except as provided in Subparagraph I.F of this Agreement and in any "no further action" letter issued under Subparagraph I.G of this Agreement, nothing contained in this Agreement shall be construed as barring, diminishing, adjudicating, or in any way affecting any of the Department's or Trustee's rights with respect to any party other than Volunteers.

B. Nothing contained in this Agreement shall prejudice any rights of the Department or Trustee to take any investigatory or remedial action it may deem necessary if Volunteers fail to comply with this Agreement or contamination other than Existing Contamination is encountered at the Site.

C. Nothing contained in this Agreement shall be construed to prohibit the Commissioner or his duly authorized representative from exercising any summary abatement powers.

D. Nothing contained in this Agreement shall be construed to affect the Department's right to terminate this Agreement at any time during its implementation if Volunteers fail to comply substantially with this Agreement's terms and conditions.

E. Except as otherwise provided in this Agreement, Volunteers specifically reserve all defenses Volunteers may have under applicable law respecting any Departmental assertion of remedial liability against Volunteers; and reserve all rights Volunteers may have respecting the enforcement of this Agreement, including the rights to notice, to be heard, to appeal, and to any other due process. The existence of this Agreement or Volunteers' compliance with this Agreement shall not be construed as an admission of liability, fault, or wrongdoing by Volunteers, and shall not give rise to any presumption of law or finding of fact which shall inure to the benefit of any third party.

VIII. Indemnification

Volunteers shall indemnify and hold the Department, the Trustee, the State of New York, and their representatives and employees harmless for all claims, suits, actions, damages, and costs of every name and description arising out of or resulting from the fulfillment or attempted fulfillment of this Agreement by Volunteers and/or any of Volunteers' directors, officers, employees, servants, agents, successors, and assigns. Volunteers, however, shall not be obligated to indemnify the Department, the State of New York, and their representatives and employees for any liability arising from unlawful, willful, wanton or malicious acts, or acts constituting gross negligence by the Department, the State of New York, and their representatives and employees during the course of any activities conducted pursuant to and during the term of this Agreement..

IX. Notice of Sale or Transfer

A. Within 30 days after the effective date of this Agreement, Volunteers shall file the Notice of Agreement, which is attached to this Agreement as Exhibit "D," with the Nassau County Clerk to give all parties who may acquire any interest in the Site notice of this Agreement. Volunteers may terminate the Notice when the Department notifies Volunteers in writing pursuant to Subparagraph I.F.2 of this Agreement that the Department is satisfied with the Site-specific cleanup levels identified in, or to be identified in accordance with, the Work Plan have been reached and that the O&M Plan has been successfully implemented.

B. If Volunteers propose to transfer the whole or any part of Volunteers' leasehold interest in the Site, Volunteers shall, not fewer than 60 days before the date of transfer, notify the Department in writing of the identity of the transferee and of the nature and proposed date of the transfer and shall notify the transferee in writing, with a copy to the Department, of the applicability of this Agreement.

X. Deed Restriction

A. Within 30 days of its receipt of the Department's notification pursuant to Subparagraph I.F.2 of this Agreement approving Volunteers' final engineering report and certification concerning the Work Plan, Volunteers shall record an instrument with the Nassau County Clerk, to run with the land, that:

1. shall prohibit the Site from ever being used for purposes other than of the Contemplated Use, as defined in Considering Clause 4.B. of this Agreement, without the express written waiver of such prohibition by the Department, or if at such time the Department shall no longer exist, any New York State department, bureau, or other entity replacing the Department.

2. shall provide that Volunteers, on behalf of themselves and their successors and assigns, hereby consent to the enforcement by the Department, or if at such time the Department shall no longer exist, any New York State department, bureau, or other entity replacing the Department, of the prohibitions and restrictions that this Paragraph X requires to be recorded, and hereby covenants not to contest such enforcement.

B. Volunteers shall provide the Department with a copy of such instrument certified by the Nassau County Clerk to be a true and faithful copy of the instrument as recorded in the Office of the Nassau County Clerk.

XI. Communications

A. All written communications required by this Agreement shall be transmitted by United States Postal Service, by private courier service, or hand delivered.

1. Communication from Volunteers shall be sent to:

Joseph Jones
Project Manager
Bureau of Eastern Remedial Action
Division of Environmental Remediation
N.Y.S. Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010.

with copies to:

Chittibabu Vasudevan, Ph.D., P.E.
Chief, Remedial Section A.
Bureau of Eastern Remedial Action
Division of Environmental Remediation
N.Y.S. Dept. of Environmental Remediation
50 Wolf Road
Albany, New York 12233-7010

G. Anders Carlson, Ph.D.
Director, Bureau of Environmental
Exposure Investigation
New York State Department of Health
2 University Place
Albany, New York 12203

John F. Byrne, Esq.
Senior Attorney
N.Y.S. Dept. of Environmental Conservation
Division of Environmental Enforcement
200 White Plains Road - 5th. Floor
Tarrytown, New York 10591-5805

Copies of work plans and reports shall be submitted as follows:

One copy to:

Chittibabu Vasudevan, Ph.D., P.E.
Chief, Remedial Section A.
Bureau of Eastern Remedial Action
Division of Environmental Remediation
N.Y.S. Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

Three copies (one unbound) to:

Joseph Jones
Project Manager
Bureau of Eastern Remedial Action
Division of Environmental Remediation
N.Y.S. Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

Two copies to:

G. Anders Carlson, Ph.D.
Director, Bureau of Environmental
Exposure Investigation
New York State Department of Health
2 University Place
Albany, New York 12203

One copy to:

John F. Byrne, Esq.
Senior Attorney
N.Y.S. Dept. of Environmental Conservation
Division of Environmental Enforcement
200 White Plains Road - 5th. Floor
Tarrytown, New York 10591-5805

2. Communication to be made from the Department to Volunteers shall be sent to:

Louis J. Stans
Director of Engineering
Photocircuits Corporation
31 Sea Cliff Avenue
Glen Cove, New York 11542

Mark C. Pennington, Esq.
Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, N.Y. 10178-0060

B. The Department and Volunteers reserve the right to designate additional or different addressees for communication on written notice to the other given in accordance with this Paragraph XI.

XII. Miscellaneous

A. 1. By entering into this Agreement, Volunteers certify that they have fully and accurately disclosed to the Department all information known to Volunteers and all information in the possession or control of Volunteers' officers, directors, employees, contractors, and agents which relates in any way to the contamination existing on the effective date of this Agreement or any past or potential future release of hazardous substances, pollutants, or contaminants at or from the Site and to their application for this Agreement. Volunteers also certify that they have not caused or contributed to a release or threat of release of hazardous substances or pollutants or contaminants at, or from, the Site.

2. If the Department determines that information Volunteers provided and certifications made are not materially accurate and complete, this Agreement, within the sole discretion of the Department, shall be null and void, and the Department shall reserve all rights that it may have.

B. Volunteers shall retain professional consultants, contractors, laboratories, quality assurance/quality control personnel, and data validators acceptable to the Department to perform the technical, engineering, and analytical obligations required by this Agreement. The responsibility for the performance of the professionals retained by Volunteers shall rest solely with Volunteers.

C. The Department shall have the right to obtain split samples, duplicate samples, or both, of all substances and materials sampled by Volunteers, and the Department also shall have the right to take its own samples. Volunteers shall make available to the Department the results of all sampling and/or tests or other data generated by Volunteers with respect to implementation of this Agreement and shall submit these results in the progress reports required by this Agreement. Volunteers shall have the right to obtain split samples and/or a copy of analytical results of all substances and materials sampled by the Department.

D. Volunteers shall notify the Department at least five working days in advance of any field activities to be conducted pursuant to this Agreement.

E. 1. Except as provided herein, Volunteers shall obtain all permits, approvals or other authorizations necessary to perform Volunteers' obligations under this Agreement. If during the implementation of the Work Plan, Volunteers and the

Department shall agree that it is not possible to sample in a location or locations described in the Work Plan, and the only practicable alternative for obtaining the data required by the Work Plan is to move the sample location(s) to public or utility-owned or controlled property immediately adjacent to the Site, Volunteers shall make diligent efforts to obtain the necessary easements, rights-of-way, or rights-of-entry for such relocated samples. If Volunteers are unable despite diligent efforts to obtain such permits, easements, rights-of-way, rights-of-entry, approvals or authorizations necessary to perform their obligations under this Agreement, then Volunteers shall promptly notify the Department and shall include in that notification a summary of the steps Volunteers have taken to obtain all necessary permits, easements, rights-of-way, rights-of-entry, approvals or authorizations.

2. In carrying out the activities identified in the Work Plan, the Department shall exempt Volunteers from the requirement to obtain any Department permit for any activity that is conducted on the Site and that satisfies all substantive technical requirements applicable to like activity conducted pursuant to a permit.

F. Volunteers, Volunteers' officers, directors, agents, servants, and employees (in the performance of their designated duties on behalf of Volunteers), and Volunteers' lessees, successors, and assigns shall be bound by this Agreement. Any change in ownership or corporate status of Volunteers including, but not limited to, any transfer of assets or real or personal property shall in no way alter Volunteers' responsibilities under this Agreement. Volunteers' officers, directors, employees, servants, and agents shall be obliged to comply with the relevant provisions of this Agreement in the performance of their designated duties on behalf of Volunteers.

G. Volunteers shall provide a copy of this Agreement to each contractor hired to perform work required by this Agreement and to each person representing Volunteers with respect to the Site and shall condition all contracts entered into in order to carry out the obligations identified in this Agreement upon performance in conformity with the terms of this Agreement. Volunteers or Volunteers' contractors shall provide written notice of this Agreement to all subcontractors hired to perform any portion of the work required by this Agreement. Volunteers shall nonetheless be responsible for ensuring that Volunteers' contractors and subcontractors perform the work in satisfaction of the requirements of this Agreement.

H. All references to "professional engineer" in this Agreement are to an individual registered as a professional engineer in accordance with Article 145 of the New York State Education Law. If such individual is a member of a firm, that firm must be authorized to offer professional engineering services in the State of New York in accordance with Article 145 of the New York State Education Law.

I. All references to "days" in this Agreement are to calendar days unless otherwise specified.

J. The paragraph headings set forth in this Agreement are included for convenience of reference only and shall be disregarded in the construction and interpretation of any of the provisions of this Agreement.

K. 1. No term, condition, understanding, or agreement purporting to modify or vary any term of this Agreement shall be binding unless made in writing and subscribed by the party to be bound. No informal advice, guidance, suggestion, or comment by the Department regarding any report, proposal, plan, specification, schedule, or any other submittal shall be construed as relieving Volunteers of Volunteers' obligation to obtain such formal approvals as may be required by this Agreement.

2. If Volunteers desire that any provision of this Agreement be changed, Volunteers shall make timely written application, signed by the Volunteers, to the Commissioner setting forth reasonable grounds for the relief sought. Copies of such written application shall be delivered or mailed to:

Chittibabu Vasudevan, Ph.D., P.E.
Chief, Remedial Section A.
Bureau of Eastern Remedial Action
Division of Environmental Remediation
N.Y.S. Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

Joseph Jones
Project Manager
Remedial Section A.
Bureau of Eastern Remedial Action
Division of Environmental Remediation
N.Y.S. Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

John F. Byrne, Esq.
Division of Environmental Enforcement
N.Y.S. Dept. of Environmental Conservation
200 White Plains Road - 5th. Floor
Tarrytown, New York 10591-5805

However, nothing in this Agreement shall be deemed to prohibit the Project Manager from authorizing Volunteers to make minor modifications in the work called for by the Work Plan (including, but not limited to changes in sample locations and well specifications), without Volunteers' first having received permission to do so from the Commissioner under this Subparagraph XII.K.2. Further, nothing in this Agreement shall be deemed to prohibit Volunteers from taking any actions in addition to those set forth in the Work Plan upon submission to, and receiving approval from, the Department of an amendment to the Work Plan for the additional work.

L. In undertaking the work required under this Agreement, Volunteers and their officers, directors, employees, representatives, agents, contractors and subcontractors are deemed for the purpose of ECL 27.1321.3 and any other similar provision of state or federal law, to be performing services related to cleanup or restorative work which is conducted pursuant to a contract with the Department.

M. The provisions of this Agreement do not constitute and shall not be deemed a waiver of any right Volunteers otherwise may have to seek and obtain contribution and/or indemnification from other potentially responsible parties or their insurers, or Volunteers' insurers, for payments made previously or in the future for response costs. To the extent authorized under 42 USC 9613 and any other applicable law, Volunteers shall not be liable for any claim, now or in the future, in the nature of contribution or indemnity by potentially responsible parties concerning the Existing Contamination. In any future action brought by Volunteers against a potentially responsible party under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the provision of 42 USC 9613(f)(3) shall apply. Volunteers specifically reserve all rights that they may have to assert claims against any of their insurers and/or potentially responsible parties with respect to the matters addressed in this Agreement, including, without limitation, claims for breach of contract, cost recovery, contribution, tortious conduct and indemnity.

N. Volunteers and Volunteers' employees, servants, agents, lessees, successors, and assigns hereby affirmatively waive any right they had, have, or may have to make a claim pursuant to Article 12 of the Navigation Law with respect to the Site, and further release and hold harmless the New York State Environmental Protection and Spill Compensation Fund from any and all legal or equitable claims, suits, causes of action, or demands whatsoever that any of same has or may have as a result of Volunteers' entering into or fulfilling the terms of this Agreement with respect to the Site.

O. Except as otherwise provided in this Agreement, the obligations of Volunteers to finance and perform obligations under this Agreement are joint and several. In the event of the insolvency or failure of either Volunteer to implement any obligation of this Agreement, the remaining Volunteer shall complete all such requirements.

P. The effective date of this Agreement shall be the date it is signed by the Commissioner or his designee.

XIII Dispute Resolution

A. Volunteers' failure to comply with any term of this Agreement constitutes a violation of this Agreement, subject to the provisions of Subparagraph XIII.B. with respect to disputes arising over the approvability by the Department of a submittal of Volunteers pursuant to Paragraph III of this Agreement, and subject to the provisions of Subparagraph XIII.C., with respect to disputes arising over the reimbursement by Volunteers of State costs pursuant to Paragraph VI of this Agreement.

B. 1. If the Department disapproves a revised submittal and no further revised submittal is made, or if the Department disapproves a second revised submittal, Volunteers shall be in violation of this Agreement unless, within 10 days of receipt of the Department's notice of disapproval, Volunteers serve on the Department a request for an appointment of an Administrative Law Judge ("ALJ"), and a written statement of the issues in dispute, the relevant facts upon which the dispute is based, and factual data, analysis or opinion supporting its position, and all supporting documentation on which the Volunteers rely (hereinafter called the "Statement of Position"). The Department shall serve its Statement of Position, including supporting documentation, no later than ten (10) business days after receipt of Volunteers' Statement of Position. Volunteers shall have five (5) business days after receipt of the Department's Statement of Position within which to serve upon the Department a reply to the Department's Statement of Position, and in the event Volunteers serve such a reply, the Department shall have five (5) business days after receipt of Volunteers' reply to the Department's Statement of Position within which to serve upon Volunteers the Department's reply to Volunteers' reply to the Department's Statement of Position. In the event that the periods for exchange of Statements of Position and replies may cause a delay in the work being performed under this Agreement, the time periods may be shortened upon and in accordance with notice by the Department as agreed to by the Volunteers.

2. An administrative record of any dispute under this Subparagraph shall be maintained by the Department. The record shall include the Statement of Position of each party pursuant to Subparagraph XIII.B.1., and any relevant information. The record shall be available for review of all parties and the public. Upon review of the administrative record as developed pursuant to this Paragraph, the ALJ shall issue a final decision and order resolving the dispute. Volunteers shall revise the submittal in accordance with the Department's specific comments, as may be modified by the ALJ and except for those which have been withdrawn by the ALJ, and shall submit a revised submittal. The period of time within which the submittal must be revised as specified by the Department in its notice of disapproval shall control unless the ALJ revises the time frame in the ALJ's final decision and order resolving the dispute.

3. After receipt of the revised submittal, the Department shall notify Volunteers in writing of its approval or disapproval of the revised submittal. If the revised submittal fails to address the Department's specific comments, as may be modified by the ALJ, and the Department disapproves the revised submittal for this reason, Volunteers shall be in violation of this Agreement. In review by the ALJ of any dispute pursued under this Subparagraph, Volunteers shall have the burden of proving that there is no rational basis for the Department's decision.

4. The invocation of the procedures stated in this Subparagraph shall not extend, postpone, or modify Volunteers' obligations under this Agreement with respect to any disputed items, unless and until the Department agrees or a court determines otherwise. The invocation of the procedures stated in this Subparagraph shall constitute an election of remedies by Volunteers, and such election of this remedy shall constitute a waiver of any and all other remedies which may otherwise be available to Volunteers regarding the issue in dispute. Volunteers' rights granted pursuant to Article 78 of the Civil Practice Law and Rules (CPLR) of New York are unaffected by the provisions of this Subparagraph.

C. 1. The dispute resolution procedure of this Subparagraph, which pertains to Paragraph VI (Payment of State Costs), applies to payment of State costs solely on the following grounds: (1) the cost documentation contains clerical errors; (2) the costs are not related to the Department's activities concerning the Site; or (3) the work for which reimbursement is sought was not necessary.

2. If within 30 days after receipt of an itemized invoice from the Department for reimbursement of State costs as called for in Paragraph VI (Payment of State Costs) of this Agreement, Volunteers fail to pay the sum indicated in said itemized invoice solely for any or all of the reasons enumerated in Subparagraph XIII.C.1. of this Agreement, Volunteers shall be in violation of this Agreement, unless, within thirty (30) days of receipt of said itemized invoice, Volunteers request to meet with the Director of Environmental Remediation ("the Director") in order to discuss Volunteers' basis for their refusal to pay said itemized invoice, and Volunteers are available to meet immediately thereafter. At this meeting, Volunteers shall be given an opportunity to present their objections to the payment of said itemized invoice, and the Director shall have the authority to modify and/or withdraw said itemized invoice. If the Volunteers subsequently fail to pay said itemized invoice in the amount and within the time period for payment determined by the Director, then Volunteers shall be in violation of this Agreement.

3. The invocation of the formal dispute resolution procedures under this Subparagraph shall not of itself extend, postpone or affect in any way any of Volunteers' obligations under this Agreement. The invocation of the procedures stated in this Subparagraph shall constitute an election of remedies by Volunteers, and such election of this remedy shall constitute a waiver of any and all other remedies which may otherwise

be available to Volunteers regarding the issue in dispute. Volunteers' rights granted pursuant to Article 78 of the Civil Practice Law and Rules (CPLR) of New York are unaffected by the provisions of this Subparagraph.

DATED:

JOHN P. CAHILL, COMMISSIONER
NEW YORK STATE DEPARTMENT
OF ENVIRONMENTAL CONSERVATION AND
TRUSTEE OF THE STATE'S NATURAL
RESOURCES

CONSENT BY VOLUNTEER

Photocircuits Corporation

Volunteer hereby consents to the issuing and entering of this Agreement, waives Volunteer's right to a hearing herein as provided by law, and agrees to be bound by this Agreement.

By: _____

Title: _____

Date: _____

STATE OF NEW YORK)
) s.s.:
COUNTY OF)

On this _____ day of _____, 1997, before me personally came _____ to me known, who being duly sworn, did depose and say that he/she resides in _____; that he/she is _____ of the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name on behalf of _____ and was authorized to do so.

Notary Public

CONSENT BY VOLUNTEER

Alpha Forty-Five L.L.C.

Volunteer hereby consents to the issuing and entering of this Agreement, waives Volunteer's right to a hearing herein as provided by law, and agrees to be bound by this Agreement.

By: _____

Title: _____

Date: _____

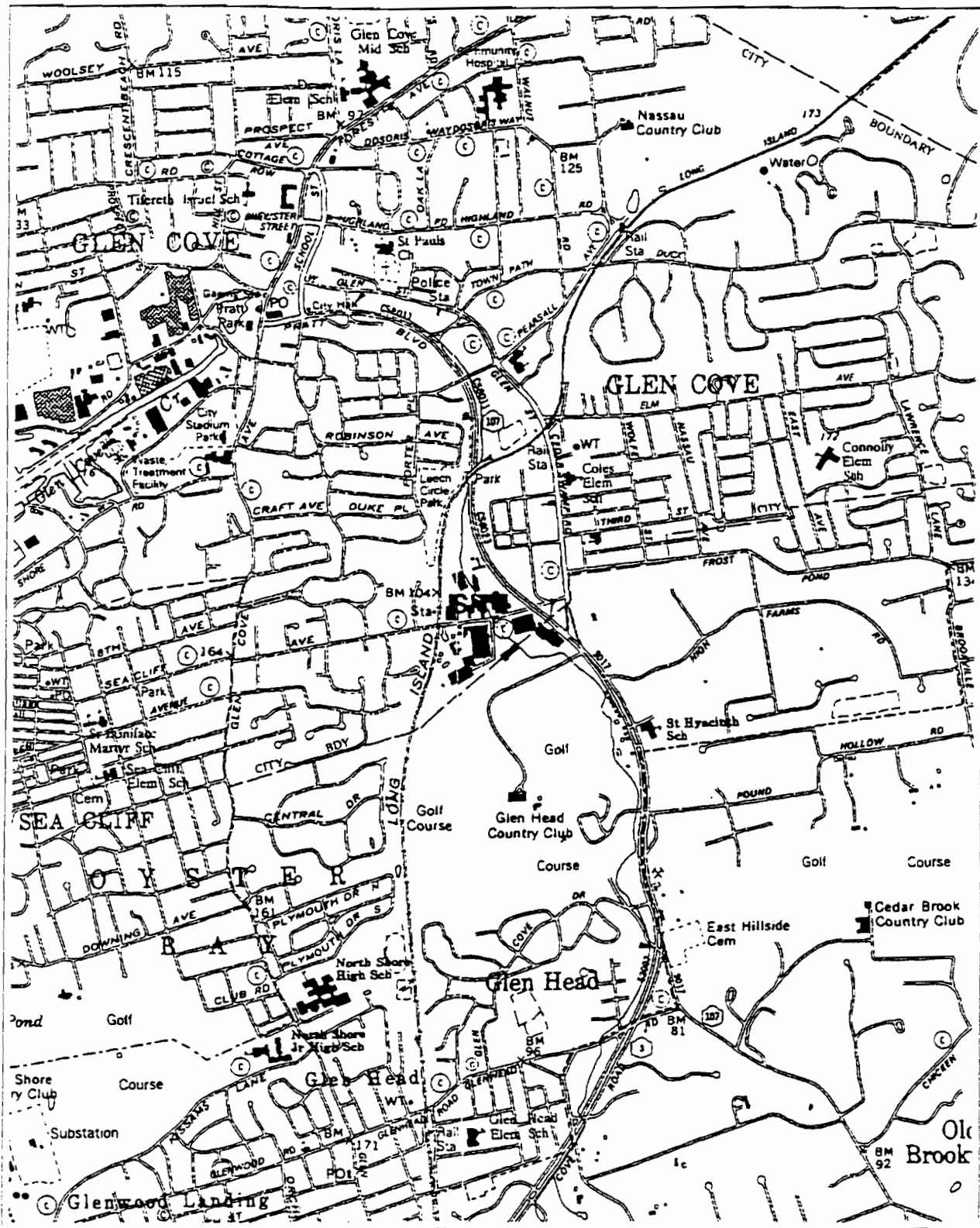
STATE OF NEW YORK)
)s.s:
COUNTY OF)

On this _____ day of _____, 1997, before me personally came _____ to me known, who being duly sworn, did depose and say that he/she resides in _____; that he/she is _____ of the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name on behalf of _____ and was authorized to do so.

Notary Public

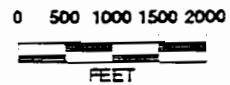
EXHIBIT "A"

Map of Site



Site Location Map

130053A Pass and Seymour
 NYSDOT Planimetric Quadrangle(s):
 HICKSVILLE, SEA CLIFF



Scale 1:24,000
 April 09, 1997

EXHIBIT "B"

Department-Approved Work Plan

EXHIBIT "C"

Assignable Release and Covenant Not To Sue

[On Department Letterhead]

[Insert Date]

To whom it may concern:

Unless otherwise specified in this letter, all terms used herein shall have the meaning assigned to them under the terms of the Voluntary Agreement entered into between the New York State Department of Environmental Conservation (the "Department") and Photocircuits Corporation ("Volunteer"), and Alpha Forty-Five L.L.C. ("Volunteer"), Index No. W1-0771-96-07 (the "Agreement").

The Department is pleased to report that the Department is satisfied that the Department-approved Work Plan to implement a response program at the parcel of land located at 45 Sea Cliff Avenue, Glen Cove, Nassau County, with Tax Map Numbers of Section 21, Block S, Lots 844, 895A, 895B, 896, 897 and 898, and with a map attached hereto as Appendix "A" (the "Site"), has been successfully implemented. So long as no information has been withheld from the Department or mistake made as to the hazard posed by any Site-related compound or analyte of concern, the Department believes that no further investigation or response will be required at the Site respecting the Existing Contamination to render the Site safe to be used for the Contemplated Use, as defined in Considering Clause 4.B. of the Agreement.

Assignable Release and Covenant Not To Sue:

The Department and the Trustee of New York State's natural resources ("Trustee"), therefore, hereby release, covenant not to sue, and shall forbear from bringing any action, proceeding, or suit against Volunteers, Volunteers' lessees, sublessees, successors, and assigns, and their respective secured creditors, for the further investigation or remediation of the Site, or for natural resource damages, based upon the release or threatened release at the Site of Existing Contamination; provided that (a) timely payments of the amounts specified in Paragraph VI of the Agreement continue to be, or have been, made to the Department; (b) appropriate notices and deed restrictions have been recorded in accordance with Paragraphs IX and X of the Agreement, and Volunteers and/or their lessees, sublessees, successors, or assigns promptly commence and diligently pursue to completion the Department-approved O&M Plan, if any. Nevertheless, the Department and the Trustee hereby reserve all of their respective rights

concerning, and such release, covenant not to sue, and forbearance shall not extend to, any further investigation or remedial action the Department deems necessary:

- due to offsite migration of petroleum resulting in impacts to environmental resources, to human health, or to other biota that are not inconsequential, irrespective of whether the information available to Volunteers and the Department at the time of the development of the Work Plan disclosed the existence or potential existence of such off-Site migration;

- due to environmental conditions related to the Site that were unknown to the Department at the time of its approval of the Work Plan which indicate that Site conditions are not sufficiently protective of human health and the environment for the Contemplated Use, as defined in Considering Clause 4.B. of the Agreement;

- due to information received, in whole or in part, after the Department's approval of the final engineering report and certification, which indicates that the activities carried out in accordance with the Work Plan are not sufficiently protective of human health and the environment for the Contemplated Use, as defined in Considering Clause 4.B. of the Agreement;

- due to Volunteers' failure to implement the Agreement to the Department's satisfaction; or

- due to fraud or mistake committed by Volunteers in demonstrating that the Site-specific cleanup levels identified in, or to be identified in accordance with, the Work Plan were reached.

Additionally, the Department and the Trustee hereby reserve all of their respective rights concerning, and any such release, covenant not to sue, and forbearance shall not extend to:

- Volunteers if they cause a, or suffers the, release or threat of release, at the Site of any hazardous substance (as that term is defined at 42 USC 9601[14]) or petroleum (as that term is defined in Navigation Law § 172[15]), other than Existing Contamination, after the effective date of the Agreement; or if it causes a, or suffers the use of the Site to, change from the Contemplated Use, as defined in Considering Clause 4.B. of the Agreement, to one requiring a lower level of residual contamination before that use can be implemented with sufficient protection of human health and the environment; nor to

- any of Volunteers' lessees, sublessees, successors, or assigns who causes a, or suffers the, release or threat of release, at the Site of any hazardous substance (as that term is defined at 42 USC 9601[14]) or petroleum (as that term is defined in Navigation Law § 172[15]), other than Existing Contamination, after the effective date of the Agreement;

who causes a, or suffers the use of the Site to, change from the Contemplated Use, as defined in Considering Clause 4.B. of the Agreement, to one requiring a lower level of residual contamination before that use can be implemented with sufficient protection of human health and the environment; or who is otherwise a party responsible under law for the remediation of the Existing Contamination independent of any obligation that party may have respecting same established resulting solely from the Agreement's execution.

Notwithstanding the above, however, with respect to any claim or cause of action asserted by the Department, the one seeking the benefit of this release shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributable solely to Existing Contamination.

Notwithstanding any other provision in this release, if with respect to the Site there exists or may exist a claim of any kind or nature on the part of the New York State Environmental Protection and Spill Compensation Fund against any party, nothing in this release shall be construed, or deemed, to preclude the State of New York from recovering such claim.

In conclusion, the Department is pleased to be part of this effort to return the Site to productive use of benefit to the entire community.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL
CONSERVATION AND TRUSTEE OF NEW YORK STATE'S
NATURAL RESOURCES

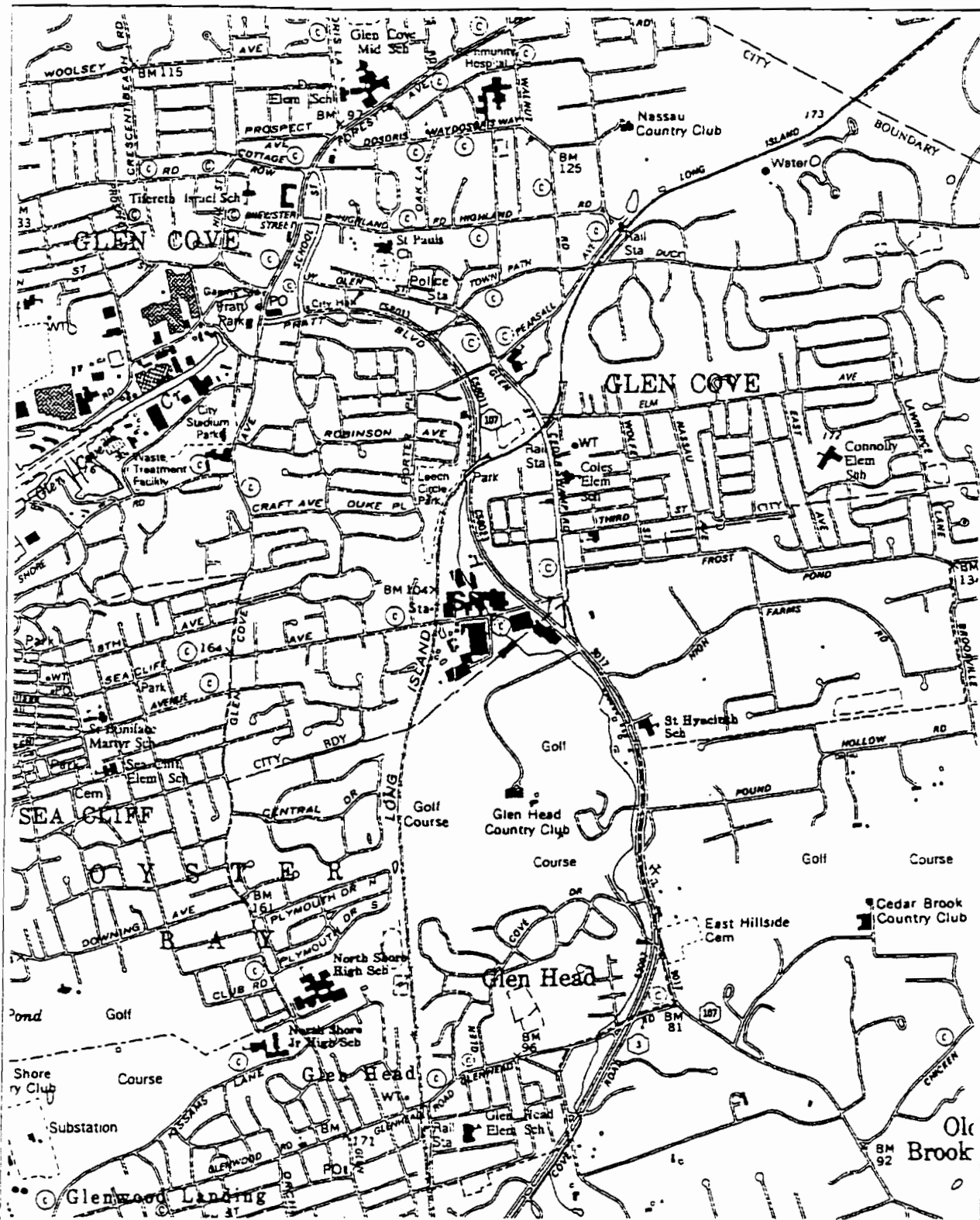
By: _____

Its: _____

Appendix "A"

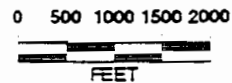
(to Exhibit "C")

Map of the Site



Site Location Map

130053A Pass and Seymour
 NYSDOT Planimetric Quadrangle(s):
 HICKSVILLE, SEA CLIFF



Scale 1:24,000
 April 09, 1997

Exhibit "D"

NOTICE OF AGREEMENT

This Notice is made as of the ____ day of _____, 1997 by Photocircuits Corporation and Alpha Forty-Five L.L.C. for a parcel of real property located at 45 Sea Cliff Avenue, Glen Cove, Nassau County, New York, with Tax Map Numbers Section 21, Block S, Lots 844, 895A, 895B, 896, 897 and 898, more particularly described on Appendix "A" attached hereto (the "Property"); and

WHEREAS, Photocircuits Corporation and Alpha Forty-Five L.L.C., by authorized signatures, entered into an administrative Agreement with the Department, Index # W1-0771-96-07 (the "Agreement"), concerning the remediation of contamination present on the Property and characterized to determine its nature and extent (the "Existing Contamination"), which Agreement was signed by the Commissioner of Environmental Conservation on _____, 1997; and

WHEREAS, in return for the remediation of the Property pursuant to the Agreement to the satisfaction of the Department, the Department will provide Photocircuits Corporation and Alpha Forty-Five L.L.C., and their lessees and sublessees and their successors and assigns, including their respective secured creditors, with a release, covenant not to sue, and forbearance from bringing any action, proceeding, or suit related to the Site's further investigation or remediation based upon the release or threatened release of Existing Contamination, subject to certain reservations set forth in the Agreement; and

WHEREAS, pursuant to the Agreement, Photocircuits Corporation and Alpha Forty-Five L.L.C. agreed that they would give notice of the Agreement to all parties who may acquire any interest in the Property by filing this Notice with the Nassau County Clerk,

NOW, THEREFORE, Photocircuits Corporation and Alpha Forty-Five L.L.C., for themselves, their successors and their assigns declare that:

1. This Notice of the Agreement is hereby given to all parties who may acquire any interest in the Property.
2. This Notice shall terminate upon the filing by Photocircuits Corporation and Alpha Forty-Five, L.L.C., or their successors and assigns, of a termination of notice of Agreement after having first received approval to do so from the New York State Department of Environmental Conservation.

IN WITNESS WHEREOF, Photocircuits Corporation and Alpha Forty-Five L.L.C. have executed this Notice of Agreement by their duly authorized representatives.

Photocircuits Corporation

Dated: _____, 1997

By: _____

Its: _____

[acknowledgment]

Alpha Forty-Five L.L.C.

Dated: _____, 1997

By: _____

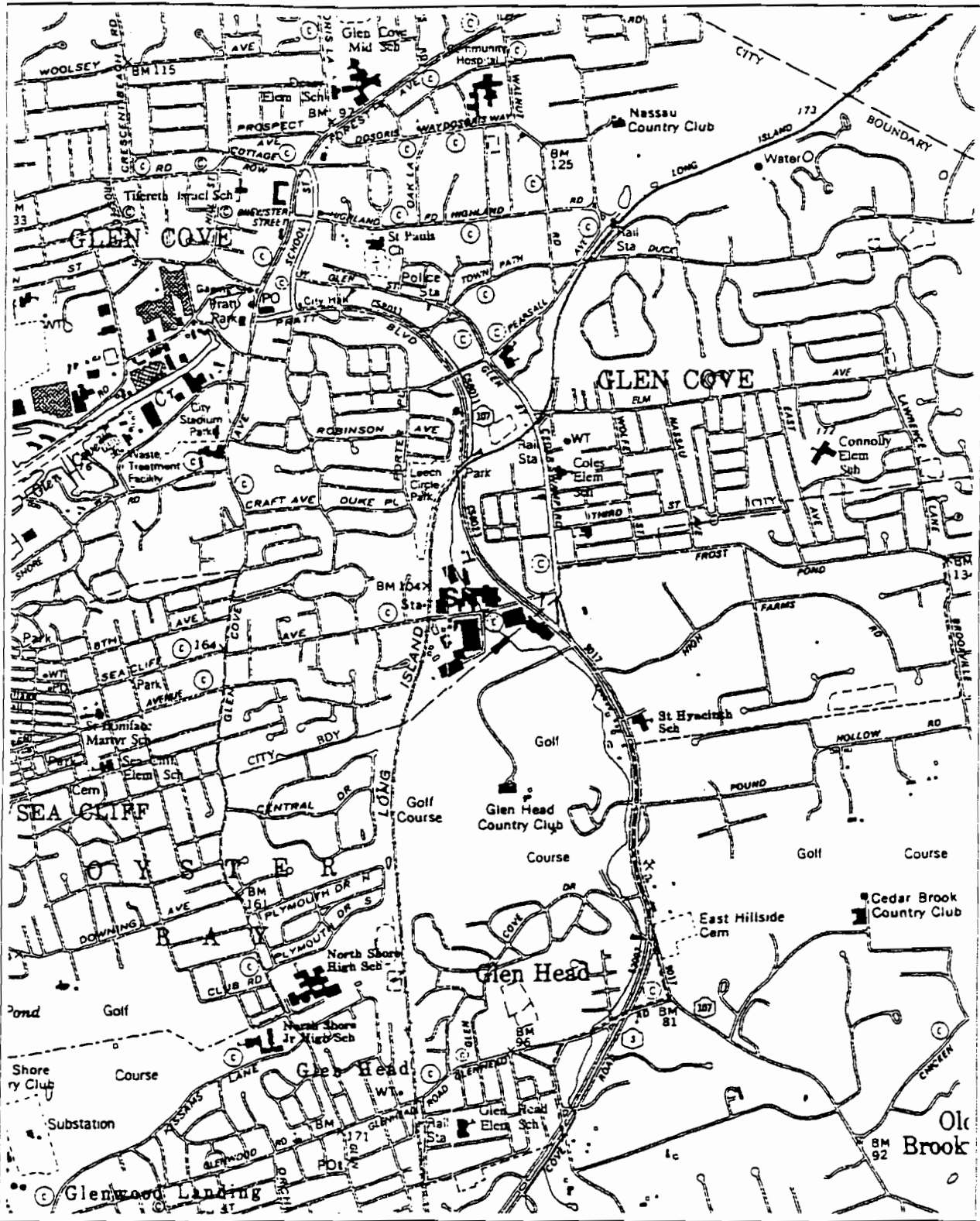
Its: _____

[acknowledgment]

Appendix "A"

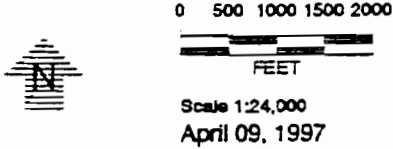
(to Exhibit "D")

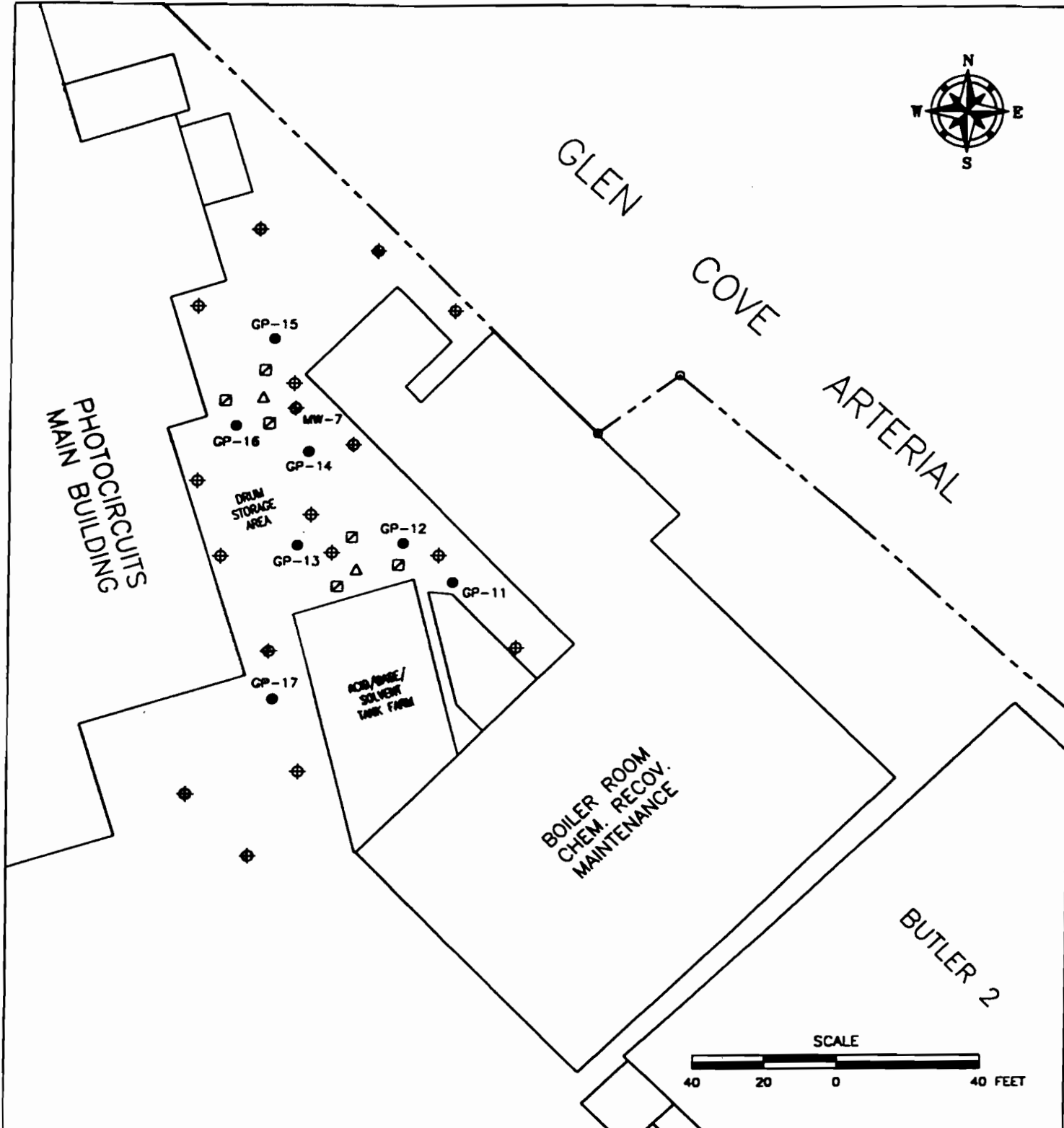
Map of the Property



Site Location Map

130053A Pass and Seymour
 NYSDOT Planimetric Quadrangle(s):
 HICKSVILLE, SEA CLIFF





LEGEND

- PROPERTY LINE
- - - RIGHT-OF-WAY
- MONITORING WELL LOCATION
- GEOPROBE SAMPLING LOCATION
- ▲ SOIL VAPOR EXTRACTION WELL
- AIR SPARGING POINT
- ◆ SOIL VAPOR MONITORING WELL

FIGURE 5-1

LOCATION OF AIR SPARGING POINTS, SOIL VAPOR EXTRACTION/MONITORING WELLS (PHOTOCIRCUITS SITE)

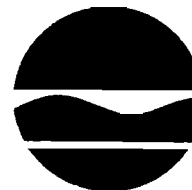
**PHOTOCIRCUITS CORPORATION
GLEN COVE, NEW YORK**

	McClaren Hart	ENVIRONMENTAL ENGINEERING CORPORATION
	DRWN: S.F.M.	CHK'D: C.B.S.

SCALE: AS SHOWN	DATE: 10/09/98
-----------------	----------------

DATE: 07/03/00 10/09/98

New York State Department of Environmental Conservation
Division of Environmental Enforcement
State Superfund and Voluntary Cleanup Practice Group
Eastern Field Unit
200 White Plains Road, 5th Floor
Tarrytown, New York 10591-5805
Telephone: (914) 332-1835, Ext. 317
Fax (914)332-5116 (not for service of process)



John P. Cahill
Commissioner

August 6, 1997

Mark C. Pennington, Esq.
Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, N.Y. 10178-0060

Re: Pass and Seymour, Inc.
Site # 130053A

Dear Mark:

Pursuant to our telephone discussion of earlier today, please find enclosed a Voluntary Cleanup Program Application for Alpha Forty-Five L.L.C., with regard to the Pass and Seymour, Inc. Site. Please send the completed application to the following:

Completed Original Application to:


Chittibabu Vasudevan, Ph.D., P.E.
Chief, Remedial Section A.
Bureau of Eastern Remedial Action
Division of Environmental Remediation
New York State Department of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

Completed Copy to:

Edward F. Devine, Esq.
Eastern Field Unit Leader
Division of Environmental Enforcement
New York State Department of Environmental Conservation
200 White Plains Road, 5th. Floor
Tarrytown, New York 10591-5805

Thank you for your attention to this matter.

Very truly yours,


John F. Byrne
Senior attorney


bcc: E. Devine (DEE, Tarrytown)
C. Vasudevan (DER, Central Office)
J. Jones (DER, Central Office) ✓

FILE COPY

New York State Department of Environmental Conservation
50 Wolf Road, Albany, New York 12233-7010



John P. Cahill
Acting Commissioner

T O: Donna Weigel
F R O M: Chittibabu Vasudevan 
S U B J E C T: Pass & Seymour, Inc. (1-30-053A) - Voluntary Cleanup
D A T E: June 5, 1997

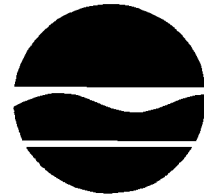
A voluntary agreement and a work plan for Pass & Seymour site (a Class 2 site) is currently being negotiated by John Byrne of the Eastern Field Unit and by my section, respectively. The proposed agreement has already been published in the April 23, 1997 ENB and the comment period expired on May 23, 1997. No comments were received.

An application from the volunteer was reviewed and deemed acceptable. John Byrne is expected to send an approval letter to the volunteer in the near future. I expect that the volunteer would sign the agreement by the end of this month. Please assign a site number and T & A code for this voluntary cleanup site.


If you have any questions, please contact me or Joe Jones at 7-4349.

cc: S. Ervolina
J. Jones
R. Cozzy
J. Byrne, EFU

New York State Department of Environmental Conservation
50 Wolf Road, Albany, New York 12233-7010



John P. Cahill
Acting Commissioner

T O: Susan D. McCormick
F R O M: Chittibabu Vasudevan 
S U B J E C T: Pass & Seymour, Inc. (1-30-053A) - Voluntary Cleanup
D A T E: June 4, 1997

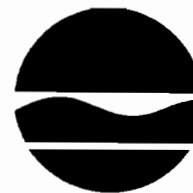
Attached is a copy of a draft work plan for Pass & Seymour and Photocircuits (1-30-009). Both ^{sites} are listed as Class 2 in the Registry. Photocircuits consent order was signed in March 1997 while a voluntary agreement for Pass & Seymour is currently being negotiated by John Byrne of the Eastern Field Unit. The proposed agreement has already been published in the April 23, 1997 ENB and the comment period expired on May 23, 1997. No comments were received.

I expect that the volunteer would sign the agreement by the end of this month. Please review the work plan for Pass & Seymour for technical consistency and send your comments to Joe Jones by June 13, 1997. If you have any questions, please let me know.

Attachment

cc: S. Ervolina
J. Jones
J. Byrne, EFU

New York State Department of Environmental Conservation
Division of Environmental Enforcement
State Superfund and Voluntary Cleanup Practice Group
Eastern Field Unit
200 White Plains Road, 5th Floor
Tarrytown, New York 10591-5805
Telephone: (914) 332-1835, Ext. 321
Fax (914)332-5116 (not for service of process)



John P. Cahill
Commissioner

VIA AIRBORNE

September 29, 1997

Mark C. Pennington, Esq.
Morgan, Lewis & Bockius LLP
101 Park Avenue
New York City, New York 10178

Re: Pass and Seymour, Inc.
Site # 130053A.



Dear Mark:

Thank you for taking the time to discuss the above-referenced Site with me over the telephone earlier today. Enclosed is a Full Environmental Assessment Form for the Site. Please have Part 1 of the Form (Pages 2-5) filled out by your clients' engineer. Please also have Photocircuits Corp. fill out the Verification (Part E.) at the bottom of Page 5. After this has been completed, please send the Full Environmental Assessment Form back to me.

Thank you for your cooperation in this matter. Please feel free to call me at (914) 332-1835, Ext. 321 if you have any questions regarding the above.

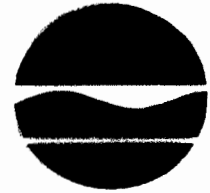
Very truly yours,

John F. Byrne
Senior Attorney

cc: E. Devine (DEE, Tarrytown)
C. Vasudevan (DER, Albany) ✓
J. Jones (DER, Albany)

FILE COPY

New York State Department of Environmental Conservation
50 Wolf Road, Albany, New York 12233-7010



VIA FAX

SEP 9 1007

John P. Cahill
Commissioner

Mark C. Pennington
Morgan, Lewis and Bockius, LLP
101 Park Avenue
New York, NY 10178-0060

Dear Mr. Pennington:

Re: Pass and Seymour Site - Site #130053A

I have received and reviewed the copy of the Voluntary Cleanup application on behalf of Alpha Forty-Five LLC which you provided with your letter of August 19, 1997. The information provided appears to be complete and accurate. Alpha Forty-Five's application as a Volunteer to remediate the referenced Class 2 site is hereby approved.

Please contact me or John Byrne if you have any questions.

Sincerely,

Chittibabu Vasudevan, Ph.D., P.E.
Chief, Remedial Section A
Bureau of Eastern Remedial Action
Division of Environmental Remediation

cc: E. Devine
J. Byrne
J. Jones

bc: S. Ervolina
D. Dupuree
Daybook

New York State Department of Environmental Conservation
Division of Environmental Enforcement
State Superfund and Voluntary Cleanup Practice Group
Eastern Field Unit
200 White Plains Road, 5th Floor
Tarrytown, New York 10591-5805
Telephone: (914) 332-1835, Ext. 317
Fax (914)332-5116 (not for service of process)



John P. Cahill
Commissioner

August 6, 1997

Mark C. Pennington, Esq.
Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, N.Y. 10178-0060

Re: Pass and Seymour, Inc.
Site # 130053A

Dear Mark:

Pursuant to our telephone discussion of earlier today, please find enclosed a Voluntary Cleanup Program Application for Alpha Forty-Five L.L.C., with regard to the Pass and Seymour, Inc. Site. Please send the completed application to the following:

Completed Original Application to:

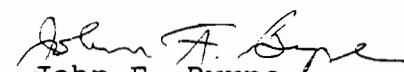
Chittibabu Vasudevan, Ph.D., P.E.
Chief, Remedial Section A.
Bureau of Eastern Remedial Action
Division of Environmental Remediation
New York State Department of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

Completed Copy to:

Edward F. Devine, Esq.
Eastern Field Unit Leader
Division of Environmental Enforcement
New York State Department of Environmental Conservation
200 White Plains Road, 5th. Floor
Tarrytown, New York 10591-5805

Thank you for your attention to this matter.

Very truly yours,


John F. Byrne
Senior attorney

bcc: E. Devine (DEE, Tarrytown)
C. Vasudevan (DER, Central Office) ✓
J. Jones (DER, Central Office)



NEW YORK STATE DEPA 1-30-053A CONSERVATION

VOLUNTARY CLEANUP PROGRAM (REGULATORY TITLE 196)
NYSDEC identification no.: _____

File!
Pass and
Seymour

STATEMENT OF CERTIFICATION

I, Louis J. STANS, do hereby certify and attest that the information included in this Voluntary Cleanup Program application, including the Voluntary Cleanup Site Assessment Report, is, to the best of my knowledge and belief, accurate and complete; and that the applicant has the necessary funds allocated to undertake the activities proposed to be implemented under this application, if approved.

March 18, 1997
Date

Louis J. Stans
Signature

I. SITE NAME AND LOCATION

A. Site Name (legal, common, or descriptive): Alpha Forty Five
B. General Site Location Information (attach the site's legal description to this application):
Street or Route No.: 45A Sea Cliff Avenue
City/Town: Glen Cove/Oyster Bay County: Nassau ZIP: 11542 UTM: 45-23, 100/6-15, 970

II. CURRENT OWNER/OPERATOR INFORMATION

Current owner's name, address, and phone no.: Alpha Forty-Five, LLC
Current operator's name, address, and phone no.: Photocircuits Corporation

III. PAST OWNERS AND OPERATORS (GOING BACK 50 YEARS) AND THEIR USE OF THE SITE

- A. Attach to this application a list showing each of the site's owners during the past 50 years, noting each owner's name, current (or last known) address, and current (or last known) telephone number
- B. Attach to this application a list showing each of the site's operators during the past 50 years, noting each operator's name, current (or last known) address, current (or last known) telephone number, and a brief description of the operator's use of the site and the wastes generated from that use
- C. Include this information in the Voluntary Cleanup Site Assessment Report as well

IV. VOLUNTEER IDENTIFICATION

A. Volunteer's name, address, and phone no.: Photocircuits Corporation
31 Sea Cliff Avenue
Glen Cover, NY 11542
Volunteer's contact's name, address, and phone no.: Jim Kerr
31 Sea Cliff Avenue
Glen Cover, NY 11542 (516) 674-1153

B. Describe Volunteer's relationship to current owner, current operator, and each past owner and each past operator identified in III, above (subsidiary, shareholder [and percentage of stock held], partner, etc. If no relationship for a particular entity or individual, put "none" respecting that entity or individual). Add continuation sheets, if needed:

Entity/Person's Name	Volunteer's Relationship	Entity/Person's Name	Volunteer's Relationship
<u>Alpha Forty Five LLC</u>	<u>Lessee</u>	<u>Slater Electric</u>	<u>None</u>
<u>Enal Development</u>	<u>None</u>		
<u>Pass & Seymour Legrande</u>	<u>None</u>		
<u>Slater Development</u>	<u>None</u>		

Attachment A

PAST OWNERS AND OPERATORS

Company	Use
Enal Development Corporation (Owner) 768 Yonkers Avenue Yonkers, New York 10704 (914) 965-3390 November 1989 to April 1996	
Pass & Seymour Legrande, Inc. (Operator) 45 Sea Cliff Avenue Glen Cove, New York 11542 (516) 671-7000 1988 to November 1989	plastic injection molding, metal stamping, component assembly, packaging and shipping
Slater Development Corporation (Operator) 45A Sea Cliff Avenue Glen Cove, New York 11542	plastic injection molding, metal stamping, component assembly, packaging and shipping
Slater Electric (Owner and Operator) 45 Sea Cliff Avenue Glen Cove, New York 11542 (516) 671-7000 1959 to 1988	plastic injection molding, metal stamping, component assembly, packaging and shipping

VOLUNTARY CLEANUP SITE ASSESSMENT REPORT

A. See:

“Draft RI/IRM Work Plan,” Photocircuits Corporation, NYSDEC Site No. 1-30-009 and Former Pass and Seymour Site, NYSDEC Site No. 1--30-053A, McLaren Hart Environmental Engineering Corporation, January 21, 1997.

“Preliminary Site Investigation,” Photocircuits Corporation, NYSDEC Site No. 1-30-009 and Former Pass and Seymour Site, NYSDEC Site No. 1--30-053A, McLaren Hart Environmental Engineering Corporation, November 14, 1996.

“Phase I Environmental Site Assessment, Property located at 45 Sea Cliff Avenue in Glen Cove, New York,” Middleton, Kontokosta Associates, Ltd, April 4, 1996.

“Response to March 1994 Nassau County Health Department Report,” (submitted on behalf of Slater Development Corporation), Vollmuth & Brush, January 25, 1995.

“Engineering Investigations at Inactive Hazardous Waste Sites-Preliminary Site Assessment, Sea Cliff Avenue Industrial Area,” Nassau County Department of Public Works, March 1994.

“Source Area Investigation, Sea Cliff Avenue Industrial Area, Glen Cove, New York,” H2M Group, September 1992.

B. See “A” above.

C. See “A” above.

D. See “A” above.

E. Manufacturing of printed circuit boards.

F. See Draft RI/IRM Work Plan, Photocircuits Corporation, NYSDEC Site No. 1-30-009 and Former Pass and Seymour Site, NYSDEC Site No. 1--30-053A, McLaren Hart Environmental Engineering Corporation, January 21, 1997.

New York State Department of Environmental Conservation
Division of Environmental Enforcement
State Superfund and Voluntary Cleanup Practice Group
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Tarrytown, New York 10591-5805
Telephone: (914) 332-1835
Fax (914)332-5116 (not for service of process)



John P. Cahill
Commissioner

VIA AIRBORNE

July 8, 1997

Mark C. Pennington, Esq.
Morgan, Lewis & Bockius
101 Park Avenue
New York, N.Y. 10178

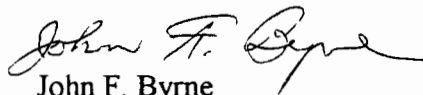
Re: Pass and Seymour, Inc.
Site # 130053A.

Dear Mark:

Enclosed are three (3) red-lined duplicate originals of a Voluntary Agreement for the above-referenced Site. Please have your client sign and have his or her signature notarized on Page 23 of all three duplicate originals. Please then have all three duplicate originals returned to me for execution by the Department. One fully executed duplicate original of the Voluntary Agreement will subsequently be sent to you for your client's files.

Please feel free to call me if you have any questions regarding the above. Thank you for your attention to this matter.

Very truly yours,


John F. Byrne
Senior Attorney

cc: E. Devine (DEE, Tarrytown)
C. Vasudevan (DER, Albany) ✓
J. Jones (DER, Albany)

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

In the Matter of the
Implementation of a
Response Program for
Pass and Seymour, Inc.
by

AGREEMENT

INDEX NUMBER: W1-0771-96-07

Photocircuits Corporation,

Volunteer.

Site # 130053A

CONSIDERING,

1. The New York State Department of Environmental Conservation (the "Department") is responsible for enforcement of the Environmental Conservation Law of the State of New York ("ECL"). This Agreement is entered into pursuant to the Department's authority under that law and constitutes an administrative settlement for purposes of 42 USC 9613(f).

2. A. The property which is the subject of this Agreement is located at 45 Sea Cliff Avenue, Glen Cove, Nassau County, New York (hereinafter referred to as the "Site"). The Site is located on the south side of Sea Cliff Avenue in the Sea Cliff Industrial Area. The Tax Map Numbers for the Site are Section 21, Block S, Lots 844, 895A, 895B, 896, 897 and 898. Exhibit "A" of this Agreement is a map of the Site showing its general location.

B. Photocircuits Corporation ("Volunteer") is a corporation organized and existing under the laws of the State of New York, with offices at 31 Sea Cliff Avenue, Glen Cove, Nassau County, New York.

3. A Preliminary Site Assessment (PSA), completed in 1994, confirmed the presence of Tetrachloroethylene (PCE) in the soil and groundwater exceeding the New York State Class GA standard. Photocircuits Corporation conducted a Preliminary Site Investigation at the Site in August 1996 to verify and update the results of previous investigations. Photocircuits Corporation has submitted the results of this Preliminary Site Investigation to the Department. This Preliminary Site Investigation confirmed the presence of Tetrachloroethylene (PCE) in the soil and groundwater exceeding the New York State Class GA standard. This contamination continues to exist at the present time (the "Existing Contamination").

4. A. Alpha Forty-Five L.L.C. is the current owner of the Site with an office at 31 Sea Cliff Avenue, Glen Cove, Nassau County, New York. Alpha Forty-Five L.L.C. has been the Site owner since April 30, 1996.

B. The Site has been used for industrial purposes. The former owners of the property, Enal Development Corp., Pass and Seymour, Inc., and Slater Electric, Inc. were engaged in the manufacture of electric components, switches, outlets and wall boxes, and performed a manufacturing process involving injection molding of plastic components. Volunteer intends to utilize the Site for general industrial or commercial purposes in the future (the "Contemplated Use").

C. Volunteer represents, and for the purposes of this Agreement, the Department relies on those representations, that Volunteer's involvement with the Site and with the facility on the Site is limited to the following: Volunteer has not taken title to the Site, has not previously owned or operated the Site, and is not otherwise responsible under law to remediate the Existing Contamination.

5. The Department has the power, inter alia, to provide for the prevention and abatement of all water, land, and air pollution. ECL 3-0301.1.i.

6. A. The Department alleges that the Site is an inactive hazardous waste disposal site, as that term is defined at ECL 27-1301.2. The Department has classified the Site with a Classification "2" pursuant to ECL 27-1305.4.b.

B. ECL 27-1313.3 provides that the Department shall be responsible for inactive hazardous waste disposal site remedial programs, except as provided in Section 1389-b of the Public Health Law. ECL 27-1313.3.a provides that whenever the Commissioner of Environmental Conservation finds that hazardous wastes at an inactive hazardous waste disposal site constitute a significant threat to the environment, he may order the owner of such site and/or any person responsible for the disposal of hazardous wastes at such site (i) to develop an inactive hazardous waste disposal site remedial program, subject to the approval of the Department, at such site, and (ii) to implement such program within reasonable time limits specified in the order.

C. The regulations implementing ECL Article 27, Title 13 authorize at 6 NYCRR 375-1.2(e)(2)(ii) the proponents of any activity to demonstrate to the Department that such activity will not have the effect described in 6 NYCRR 375-1.2(e)(2)(i) by such demonstration as the Department may find acceptable.

D. Volunteer wishes to enter into this Agreement in order to ensure, and the Department hereby determines that this Agreement constitutes a demonstration, that the response action undertaken under this Agreement will be in compliance with the ECL and will not:

1. prevent or interfere significantly with any proposed, ongoing or completed remedial program at the Site, or

2. expose the public health or the environment to a significantly increased threat of harm or damage.

7. A. Volunteer also wishes to enter into this Agreement in order to resolve its potential liability as an operator for remediating the Existing Contamination under ECL Article 27, Title 13. The Department finds that such resolution, undertaken in accordance with the terms of this Agreement, is in the public interest.

B. Volunteer, desirous of implementing a response program acceptable to the Department sufficient to allow Volunteer to proceed with its plans to use the Site for the Contemplated Use, consents to the terms and conditions of this Agreement.

8. The Department published a notice of proposed entry into this Agreement in the April 23, 1997 issue of the Department's Environmental Notice Bulletin and provided written notice to the City of Glen Cove and Nassau County of the proposed entry of this Agreement and solicited comments from the public and from those local governments on this Agreement, including the remedial work plan for the Site. The Department received no comments.

9. The Department and Volunteer agree that the goals of this Agreement are:

A. for Volunteer to, (i) implement the Department-approved investigative and remedial work plan pertaining to the Site; and (ii) reimburse the State's administrative costs as provided in this Agreement, and

B. for the Department and the Trustee of New York State's natural resources (the "Trustee") to release Volunteer and its successors and assigns, under the conditions set forth in this Agreement, from any and all claims, actions, suits, and proceedings by the Department or by the Trustee, which may arise under any applicable law as a result of the Existing Contamination.

10. Volunteer, without the admission, adjudication or finding of liability or any issue of law or fact, agrees to be bound by the terms of this Agreement. Volunteer consents to and agrees not to contest the authority or jurisdiction of the Department to enter into or enforce this Agreement, and agrees not to contest the validity of this Agreement or its terms.

IN CONSIDERATION OF AND IN EXCHANGE FOR THE DEPARTMENT'S RELEASE AND COVENANT NOT TO SUE SET FORTH IN THIS AGREEMENT AND FOR THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, VOLUNTEER AGREES TO THE FOLLOWING:

I. Performance and Reporting of the Work Plan

A. Within 30 days after the effective date of this Agreement, Volunteer shall commence implementation of the remedial work plan (the "Work Plan") attached to this Agreement and made a part of it as Exhibit "B".

B. 1. Volunteer shall carry out the Work Plan in accordance with its terms.

2. The parties agree that the Work Plan will be modified in the event that contamination previously unknown is encountered during the Work Plan's implementation or if the results of sampling and analysis fail to satisfy the criteria articulated in Section 2.4 of the Work Plan, and that such modification(s) shall appear in Exhibit "B-1", and all references to "Work Plan" in this Agreement shall refer to the one contained in Exhibit "B-1". However, if Volunteer and the Department cannot agree upon modifications to the Work Plan, then the provisions of Subparagraph XIII.B. (Dispute Resolution) shall take effect; Volunteer shall not leave the Site in a condition, from the perspective of human health and environmental protection, worse than that which prevailed before remedial activities were commenced.

3. Volunteer shall notify the Department of any significant difficulties that may be encountered in implementing the Work Plan, any Department-approved modification to the Work Plan, or any Department-approved detail, document, or specification prepared by or on behalf of Volunteer pursuant thereto and shall not modify any obligation unless first approved by the Department.

C. During implementation of all construction activities identified in the Work Plan, Volunteer shall have on-Site a full-time representative who is qualified to supervise the work done.

D. In accordance with the schedule contained in the Work Plan, as may be modified by agreement between the parties, Volunteer shall submit to the Department a final engineering report. The final engineering report shall include a detailed post-remedial operation and maintenance plan ("O&M Plan"), to the extent necessary; "as-built" drawings showing all changes made during construction, to the extent necessary; and a certification that all activities were completed in full accordance with the Work Plan, any Department-approved modification to the Work Plan, any Department-approved detail, document, or specification prepared by or on behalf of Volunteer pursuant thereto, and this Agreement. The O&M Plan, "as built" drawings, final engineering report, and certification must be prepared, signed, and sealed by a professional engineer.

E. Should post-remedial operation and maintenance prove to be necessary, upon the Department's approval of the O&M Plan, Volunteer shall implement the O&M Plan in accordance with the schedule and requirements of the Department-approved O&M Plan.

F. 1. i. Within 60 days after receipt of the final engineering report and certification, the Department shall notify Volunteer in writing whether the Department is satisfied with the implementation of the Work Plan, any Department-approved detail, document, or specification prepared by or on behalf of Volunteer pursuant thereto, and this Agreement.

ii. Within 60 days after completion of the Department-approved O&M Plan, if any, Volunteer shall submit to the Department a final engineering report and certification that the post-remedial operation and maintenance activities identified in the Department-approved O&M Plan were implemented in accordance with that plan. The Department shall notify Volunteer whether it is satisfied with the O&M Plan's implementation.

2. Upon being satisfied that the Site-specific cleanup levels identified in, or to be identified in accordance with, the Work Plan have been reached, the Department shall notify Volunteer in writing of its satisfaction and, except for the reservations identified below, the Department and the Trustee release, covenant not to sue, and shall forbear from bringing any action, proceeding, or suit against Volunteer for the further investigation and remediation of the Site, or for natural resources damages, based upon the release or threatened release of any Existing Contamination, provided that (a) timely payments of the amounts specified in Paragraph VI of this Agreement continue to be or have been made to the Department, (b) appropriate notices and deed restrictions have been recorded in accordance with Paragraphs IX and X of this Agreement, and (c) Volunteer and/or its lessees, sublessees, successors, or assigns promptly commence and diligently pursue to completion the Department-approved O&M Plan, if any. Nonetheless, the Department and the Trustee hereby reserve all of their respective rights concerning, and such forbearance shall not extend to, any further investigation or remedial action the Department deems reasonably necessary:

i. due to off-Site migration of petroleum resulting in impacts to environmental resources, to human health, or to other biota that are not inconsequential, irrespective of whether the information available to Volunteer and the Department at the time of the development of the Work Plan disclosed the existence or potential existence of such off-Site migration;

ii. due to environmental conditions related to the Site that were unknown to the Department at the time of its approval of the Work Plan which indicates that Site conditions are not sufficiently protective of human health and the environment for the Contemplated Use, as defined in Considering Clause 4.B. of this Agreement;

iii. due to information received, in whole or in part, after the Department's approval of the final engineering report and certification, which indicates that the activities carried out in accordance with the Work Plan are not sufficiently protective of human health and the environment for the Contemplated Use, as defined in Considering Clause 4.B of this Agreement;

iv. due to Volunteer's failure to implement this Agreement to the Department's satisfaction; or

v. due to fraud or mistake committed by Volunteer in demonstrating that the Site-specific cleanup levels identified in, or to be identified in accordance with, the Work Plan were reached.

Additionally, the Department and the Trustee hereby reserve all of their respective rights concerning, and any such release, covenant not to sue, and forbearance shall not extend to, any further investigation or abatement it deems necessary to be undertaken in the event that Volunteer causes or suffers the release or threat of release at the Site of any hazardous substance (as that term is defined at 42 USC 9601[14]) or petroleum (as that term is defined in Navigation Law §172[15]) after the effective date of this Agreement; or Volunteer causes a, or suffers the use of the Site to, change from the Contemplated Use, as defined in Considering Clause 4.B., to one requiring a lower level of residual contamination before that use can be implemented with sufficient protection of human health and the environment.

3. Notwithstanding any other provision in this Agreement, if with respect to the Site there exists or may exist a claim of any kind or nature on the part of the New York State Environmental Protection and Spill Compensation Fund against any party, nothing in this Agreement shall be construed, or deemed, to preclude the State of New York from recovering such claim.

G. If the Department is satisfied with the implementation of the Work Plan and Department-approved design, the Department shall provide Volunteer with a separate written "no further action" letter substantially similar to the model letter attached to this Agreement and incorporated in this Agreement as Exhibit "C."

H. 1. Notwithstanding any other provision of this Agreement, with respect to any claim or cause of action asserted by the Department or the Trustee, the one seeking the benefit of the forbearance, covenant not to sue, or release set forth in Subparagraph I.F or in a "no further action" letter issued under Subparagraph I.G of this Agreement shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributable solely to Existing Contamination.

2. Except as above provided in Subparagraph I.F of this Agreement and in the "no further action" letter issued under Subparagraph I.G of this Agreement, nothing in this Agreement is intended as a release, forbearance, or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the Department, the Trustee, or the State of New York may have against any person, firm, corporation, or other entity not a party to this Agreement. In addition, notwithstanding any other provision in this Paragraph I of this Agreement, the forbearance, covenant not to sue, and release described in Subparagraph I.F and in the "no further action" letter issued under Subparagraph I.G of this Agreement shall not extend to parties that were responsible under law before the effective date of this Agreement to address the Existing Contamination.

II. Progress Reports

A. Volunteer shall submit to the parties identified in Subparagraph XI.A.1 in the numbers specified therein copies of written quarterly progress reports that:

1. describe the actions which have been taken toward achieving compliance with this Agreement during the previous quarter;
2. include all results of sampling and tests and all other data received or generated by Volunteer or Volunteer's contractors or agents in the previous quarter, including quality assurance/quality control information, whether conducted pursuant to this Agreement or conducted independently by Volunteer;
3. identify all work plans, reports, and other deliverables required by this Agreement that were completed and submitted during the previous quarter;
4. describe all actions, including, but not limited to, data collection and implementation of the Work Plan, that are scheduled for the next quarter and provide other information relating to the progress at the Site;
5. include information regarding percentage of completion, unresolved delays encountered or anticipated that may affect the future schedule for implementation of Volunteer's obligations under the Agreement, and efforts made to mitigate those delays or anticipated delays; and
6. include any modifications to the Work Plan that Volunteer has proposed to the Department and any that the Department has approved.

B. Volunteer shall submit these progress reports to the Department by the tenth day of every quarter following the effective date of this Agreement and Volunteer's

obligation to submit the progress reports shall terminate upon its receipt of the written satisfaction notification identified in Subparagraph I.F of this Agreement approving Volunteer's final engineering report and certification concerning the Work Plan's implementation. However, Volunteer shall continue to submit reports concerning the implementation of any O&M Plan that may be required under this Agreement, in accordance with the Plan's requirements.

C. Volunteer also shall allow the Department to attend, and shall provide the Department at least five days advance notice of, any of the following: prebid meetings, job progress meetings, substantial completion meeting and inspection, and final inspection and meeting, provided, however, that Volunteer shall not be required under this Agreement to submit any portions of records and/or information that would disclose privileged mental impressions, conclusions, opinions, or legal theories, as provided for by applicable New York law.

III. Review of Submittals

A. 1. The Department shall review each of the submittals Volunteer makes pursuant to this Agreement to determine whether it was prepared, and whether the work done to generate the data and other information in the submittal was done, in accordance with this Agreement and generally accepted technical and scientific principles. The Department shall notify Volunteer in writing of its approval or disapproval of the submittal. All Department-approved submittals shall be incorporated into and become an enforceable part of this Agreement.

2. i. If the Department disapproves a submittal, except with respect to the final engineering report and certification (in which case the period shall be 60 days), it shall so notify Volunteer in writing and shall specify the reasons for its disapproval within 30 days after its receipt of the submittal and may request Volunteer to modify or expand the submittal; provided, however, that the matters to be addressed by such modification or expansion are within the specific scope of work as described in the Work Plan. Within 30 days after receiving written notice that Volunteer's submittal has been disapproved, Volunteer shall make a revised submittal to the Department which endeavors to address and resolve all of the Department's stated reasons for disapproving the first submittal.

ii. After receipt of the revised submittal, the Department shall notify Volunteer in writing within 30 days of its approval or disapproval. If the Department disapproves the revised submittal, Volunteer may notify the Department within 10 days of receipt of notification of disapproval from the Department that it will further revise the submittal and Volunteer may submit one further revised submittal within 21 days of receipt of notification of disapproval from the Department. If the Department

disapproves the revised submittal, and no further revised submittal is made, or if the Department disapproves the further revised submittal once made, unless Volunteer requests within 10 days of receipt of notice of the Department's disapproval of the revised submittal or further revised submittal, an opportunity to respond to the Department's objections pursuant to the dispute resolution procedure in Subparagraph XIII.B., Volunteer may be held in violation of this Agreement and the Department may take any action or pursue whatever rights it has pursuant to any provision of statutory or common law. If the Department approves the revised submittal, it shall be incorporated into and become an enforceable part of this Agreement.

B. Within 30 days after the Department's approval of the final engineering report and certification, Volunteer shall submit to the Department one microfilm copy (16 millimeter roll film M type cartridge) of that report and all other Department-approved drawings and submittals. Such submission shall be made to:

Director, Division of Environmental Remediation
New York State Department of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

IV. Enforcement

A. This Agreement shall be enforceable as a contractual agreement under the laws of the State of New York.

B. Volunteer shall not suffer any penalty under this Agreement or be subject to any proceeding or action if it cannot comply with any requirement of this Agreement because of fire, lightning, earthquake, flood, adverse weather conditions, strike, shortages of labor and materials, war, riot, obstruction or interference by adjoining landowners, or any other fact or circumstance beyond Volunteer's reasonable control ("force majeure event"). Volunteer shall, within five working days of when it obtains knowledge of any such force majeure event, notify the Department in writing. Volunteer shall include in such notice the measures taken and to be taken by Volunteer to prevent or minimize any delays and shall request an appropriate extension or modification of this Agreement. Volunteer shall have the burden of proving by a preponderance of the evidence that an event is a defense to compliance with this Agreement pursuant to this Subparagraph IV.B of this Agreement. Any extension of time hereunder shall be for a period of time not less than the period of delay resulting from such circumstance.

V. Entry upon Site

Volunteer hereby consents to the entry upon the Site or areas in the vicinity of the Site which may be under the control of Volunteer by any duly designated employee, consultant, contractor, or agent of the Department or any State agency having jurisdiction with respect to the Response Program for purposes of inspection, sampling, and testing and to ensure Volunteer's compliance with this Agreement. The Department shall abide by the health and safety rules in effect for work performed at the Site under the terms of this Agreement. If reasonably necessary, upon request, Volunteer shall provide the Department with suitable office space at the Site, including access to a telephone, and shall permit the Department full access to all records relating to matters addressed by this Agreement and to job meetings, provided, however, that Volunteer shall not be required under this Agreement to submit any portions of records and/or information that would disclose privileged mental impressions, conclusions, opinions, or legal theories, as provided for by applicable New York law.

VI. Payment of State Costs

A. Within thirty days after receipt of an itemized invoice from the Department, unless Volunteer invokes with regard to the amounts claimed by the Department the dispute resolution mechanism identified in Subparagraph XIII.C. within thirty (30) days of the receipt of the invoice, Volunteer shall pay to the Department a sum of money which shall represent reimbursement for the State's expenses reasonably incurred during the implementation of this Agreement with respect to the Existing Contamination, including, but not limited to, direct labor, fringe benefits, indirect costs, travel, analytical costs, and contractor costs incurred by the State of New York, as well as for negotiating this Agreement, reviewing and revising submittals made pursuant to this Agreement, overseeing activities conducted pursuant to this Agreement, collecting and analyzing samples, and administrative costs associated with this Agreement, but not including the State's expenses incurred after the Department's notification identified in Subparagraph I.F.2 of this Agreement of its approval of the final engineering report and certification pertaining to the implementation of the Work Plan or, if any, of the Department-approved O&M Plan, whichever is later. Each such payment shall be made by check payable to the Department of Environmental Conservation and shall be sent to:

Bureau of Program Management
Division of Environmental Remediation
New York State Department of Environmental Conservation
50 Wolf Road
Albany, NY 12233-7010

Personal service costs shall be documented by reports of Direct Personal Service, which shall identify the employee name, title, biweekly salary, and time spent (in hours) on the project during the billing period, as identified by an assigned time and activity code. Approved agency fringe benefit and indirect cost rates shall be applied. Non-personal service costs shall be summarized by category of expense (e.g., supplies, materials, travel, contractual) and shall be documented by expenditure reports.

B. Reimbursement by Volunteer of future State costs, which are incurred by the New York State Departments of Environmental Conservation and Health after the effective date of this Agreement as defined in Subparagraph XII.O. of this Agreement, is capped at Twenty Thousand (\$20,000.00) Dollars.

C. As provided for in Subparagraph XIII.C. of this Agreement, Volunteer can seek dispute resolution of reimbursement of State costs solely on the following grounds: (1) the cost documentation contains clerical errors; (2) the costs are not related to the Department's activities concerning the Site; or (3) the work for which reimbursement is sought was not necessary.

VII. Department Reservation of Rights

A. Except as provided in Subparagraph I.F of this Agreement and in any "no further action" letter issued under Subparagraph I.G of this Agreement, nothing contained in this Agreement shall be construed as barring, diminishing, adjudicating, or in any way affecting any of the Department's or Trustee's rights with respect to any party other than Volunteer.

B. Nothing contained in this Agreement shall prejudice any rights of the Department or Trustee to take any investigatory or remedial action it may deem necessary if Volunteer fails to comply with this Agreement or contamination other than Existing Contamination is encountered at the Site.

C. Nothing contained in this Agreement shall be construed to prohibit the Commissioner or his duly authorized representative from exercising any summary abatement powers.

D. Nothing contained in this Agreement shall be construed to affect the Department's right to terminate this Agreement at any time during its implementation if Volunteer fails to comply substantially with this Agreement's terms and conditions.

E. Except as otherwise provided in this Agreement, Volunteer specifically reserves all defenses Volunteer may have under applicable law respecting any Departmental assertion of remedial liability against Volunteer; and reserves all rights

Volunteer may have respecting the enforcement of this Agreement, including the rights to notice, to be heard, to appeal, and to any other due process. The existence of this Agreement or Volunteer's compliance with this Agreement shall not be construed as an admission of liability, fault, or wrongdoing by Volunteer, and shall not give rise to any presumption of law or finding of fact which shall inure to the benefit of any third party.

VIII. Indemnification

Volunteer shall indemnify and hold the Department, the Trustee, the State of New York, and their representatives and employees harmless for all claims, suits, actions, damages, and costs of every name and description arising out of or resulting from the fulfillment or attempted fulfillment of this Agreement by Volunteer and/or any of Volunteer's directors, officers, employees, servants, agents, successors, and assigns. Volunteer, however, shall not be obligated to indemnify the Department, the State of New York, and their representatives and employees for any liability arising from unlawful, willful, wanton or malicious acts, or acts constituting gross negligence by the Department, the State of New York, and their representatives and employees during the course of any activities conducted pursuant to and during the term of this Agreement..

IX. Notice of Sale or Transfer

A. Within 30 days after the effective date of this Agreement, Volunteer shall file the Notice of Agreement, which is attached to this Agreement as Exhibit "D," with the Nassau County Clerk to give all parties who may acquire any interest in the Site notice of this Agreement. Volunteer may terminate the Notice when the Department notifies Volunteer in writing pursuant to Subparagraph I.F.2 of this Agreement that the Department is satisfied with the Site-specific cleanup levels identified in, or to be identified in accordance with, the Work Plan have been reached and that the O&M Plan has been successfully implemented.

B. If Volunteer proposes to transfer the whole or any part of Volunteer's leasehold interest in the Site, Volunteer shall, not fewer than 60 days before the date of transfer, notify the Department in writing of the identity of the transferee and of the nature and proposed date of the transfer and shall notify the transferee in writing, with a copy to the Department, of the applicability of this Agreement.

X. Deed Restriction

A. Within 30 days of its receipt of the Department's notification pursuant to Subparagraph I.F.2 of this Agreement approving Volunteer's final engineering report and certification concerning the Work Plan, Volunteer shall record an instrument with the Nassau County Clerk, to run with the land, that:

1. shall prohibit the Site from ever being used for purposes other than of the Contemplated Use, as defined in Considering Clause 4.B. of this Agreement, without the express written waiver of such prohibition by the Department, or if at such time the Department shall no longer exist, any New York State department, bureau, or other entity replacing the Department.

2. shall provide that Volunteer, on behalf of itself and its successors and assigns, hereby consents to the enforcement by the Department, or if at such time the Department shall no longer exist, any New York State department, bureau, or other entity replacing the Department, of the prohibitions and restrictions that this Paragraph X requires to be recorded, and hereby covenants not to contest such enforcement.

B. Volunteer shall provide the Department with a copy of such instrument certified by the Nassau County Clerk to be a true and faithful copy of the instrument as recorded in the Office of the Nassau County Clerk.

XI. Communications

A. All written communications required by this Agreement shall be transmitted by United States Postal Service, by private courier service, or hand delivered.

1. Communication from Volunteer shall be sent to:

Joseph Jones
Project Manager
Bureau of Eastern Remedial Action
Division of Environmental Remediation
N.Y.S. Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010.

with copies to:

Chittibabu Vasudevan, Ph.D., P.E.
Chief, Remedial Section A.
Bureau of Eastern Remedial Action
Division of Environmental Remediation
N.Y.S. Dept. of Environmental Remediation
50 Wolf Road
Albany, New York 12233-7010

G. Anders Carlson, Ph.D.
Director, Bureau of Environmental
Exposure Investigation
New York State Department of Health
2 University Place
Albany, New York 12203

John F. Byrne, Esq.
Senior Attorney
N.Y.S. Dept. of Environmental Conservation
Division of Environmental Enforcement
200 White Plains Road - 5th. Floor
Tarrytown, New York 10591-5805

Copies of work plans and reports shall be submitted as follows:

One copy to:

Chittibabu Vasudevan, Ph.D., P.E.
Chief, Remedial Section A.
Bureau of Eastern Remedial Action
Division of Environmental Remediation
N.Y.S. Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

Three copies (one unbound) to:

Joseph Jones
Project Manager
Bureau of Eastern Remedial Action
Division of Environmental Remediation
N.Y.S. Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

Two copies to:

G. Anders Carlson, Ph.D.
Director, Bureau of Environmental
Exposure Investigation
New York State Department of Health
2 University Place
Albany, New York 12203

One copy to:

John F. Byrne, Esq.
Senior Attorney
N.Y.S. Dept. of Environmental Conservation
Division of Environmental Enforcement
200 White Plains Road - 5th. Floor
Tarrytown, New York 10591-5805

2. Communication to be made from the Department to Volunteer shall be
sent to:

Louis J. Stans
Director of Engineering
Photocircuits Corporation
31 Sea Cliff Avenue
Glen Cove, New York 11542

Mark C. Pennington, Esq.
Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, N.Y. 10178-0060

B. The Department and Volunteer reserve the right to designate additional or different addressees for communication on written notice to the other given in accordance with this Paragraph XI.

XII. Miscellaneous

A. 1. By entering into this Agreement, Volunteer certifies that it has fully and accurately disclosed to the Department all information known to Volunteer and all information in the possession or control of Volunteer's officers, directors, employees, contractors, and agents which relates in any way to the contamination existing on the effective date of this Agreement or any past or potential future release of hazardous substances, pollutants, or contaminants at or from the Site and to their application for this Agreement. Volunteer also certifies that it has not caused or contributed to a release or threat of release of hazardous substances or pollutants or contaminants at, or from, the Site.

2. If the Department determines that information Volunteer provided and certifications made are not materially accurate and complete, this Agreement, within the sole discretion of the Department, shall be null and void, and the Department shall reserve all rights that it may have.

B. Volunteer shall retain professional consultants, contractors, laboratories, quality assurance/quality control personnel, and data validators acceptable to the Department to perform the technical, engineering, and analytical obligations required by this Agreement. The responsibility for the performance of the professionals retained by Volunteer shall rest solely with Volunteer.

C. The Department shall have the right to obtain split samples, duplicate samples, or both, of all substances and materials sampled by Volunteer, and the Department also shall have the right to take its own samples. Volunteer shall make available to the Department the results of all sampling and/or tests or other data generated by Volunteer with respect to implementation of this Agreement and shall submit these results in the progress reports required by this Agreement. Volunteer shall have the right to obtain split samples and/or a copy of analytical results of all substances and materials sampled by the Department.

D. Volunteer shall notify the Department at least five working days in advance of any field activities to be conducted pursuant to this Agreement.

E. 1. Except as provided herein, Volunteer shall obtain all permits, approvals or other authorizations necessary to perform Volunteer's obligations under this Agreement. If during the implementation of the Work Plan, Volunteer and the Department shall agree that it is not possible to sample in a location or locations described in the Work Plan, and the only practicable alternative for obtaining the data required by the Work Plan is to move the sample location(s) to public or utility-owned or controlled property immediately adjacent to the Site, Volunteer shall make diligent efforts to obtain the necessary easements, rights-of-way, or rights-of-entry for such relocated samples. If Volunteer is unable despite diligent efforts to obtain such permits, easements, rights-of-way, rights-of-entry, approvals or authorizations necessary to perform its obligations under this Agreement, then Volunteer shall promptly notify the Department and shall include in that notification a summary of the steps Volunteer has taken to obtain all necessary permits, easements, rights-of-way, rights-of-entry, approvals or authorizations.

2. In carrying out the activities identified in the Work Plan, the Department shall exempt Volunteer from the requirement to obtain any Department permit for any activity that is conducted on the Site and that satisfies all substantive technical requirements applicable to like activity conducted pursuant to a permit.

F. Volunteer, Volunteer's officers, directors, agents, servants, and employees (in the performance of their designated duties on behalf of Volunteer), and Volunteer's lessees, successors, and assigns shall be bound by this Agreement. Any change in ownership or corporate status of Volunteer including, but not limited to, any transfer of assets or real or personal property shall in no way alter Volunteer's responsibilities under this Agreement. Volunteer's officers, directors, employees, servants, and agents shall be obliged to comply with the relevant provisions of this Agreement in the performance of their designated duties on behalf of Volunteer.

G. Volunteer shall provide a copy of this Agreement to each contractor hired to perform work required by this Agreement and to each person representing Volunteer with respect to the Site and shall condition all contracts entered into in order to carry out the obligations identified in this Agreement upon performance in conformity with the terms of this Agreement. Volunteer or Volunteer's contractors shall provide written notice of this Agreement to all subcontractors hired to perform any portion of the work required by this Agreement. Volunteer shall nonetheless be responsible for ensuring that Volunteer's contractors and subcontractors perform the work in satisfaction of the requirements of this Agreement.

H. All references to "professional engineer" in this Agreement are to an individual registered as a professional engineer in accordance with Article 145 of the New York State Education Law. If such individual is a member of a firm, that firm must be authorized to offer professional engineering services in the State of New York in accordance with Article 145 of the New York State Education Law.

I. All references to "days" in this Agreement are to calendar days unless otherwise specified.

J. The paragraph headings set forth in this Agreement are included for convenience of reference only and shall be disregarded in the construction and interpretation of any of the provisions of this Agreement.

K. 1. No term, condition, understanding, or agreement purporting to modify or vary any term of this Agreement shall be binding unless made in writing and subscribed by the party to be bound. No informal advice, guidance, suggestion, or comment by the Department regarding any report, proposal, plan, specification, schedule, or any other submittal shall be construed as relieving Volunteer of Volunteer's obligation to obtain such formal approvals as may be required by this Agreement.

2. If Volunteer desires that any provision of this Agreement be changed, Volunteer shall make timely written application, signed by the Volunteer, to the Commissioner setting forth reasonable grounds for the relief sought. Copies of such written application shall be delivered or mailed to:

Chittibabu Vasudevan, Ph.D., P.E.
Chief, Remedial Section A.
Bureau of Eastern Remedial Action
Division of Environmental Remediation
N.Y.S. Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

Joseph Jones
Project Manager
Remedial Section A.
Bureau of Eastern Remedial Action
Division of Environmental Remediation
N.Y.S. Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

John F. Byrne, Esq.
Division of Environmental Enforcement
N.Y.S. Dept. of Environmental Conservation
200 White Plains Road - 5th. Floor
Tarrytown, New York 10591-5805

However, nothing in this Agreement shall be deemed to prohibit the Project Manager from authorizing Volunteer to make minor modifications in the work called for by the Work Plan (including, but not limited to changes in sample locations and well specifications), without Volunteer's first having received permission to do so from the Commissioner under this Subparagraph XII.K.2. Further, nothing in this Agreement shall be deemed to prohibit Volunteer from taking any actions in addition to those set forth in the Work Plan upon submission to, and receiving approval from, the Department of an amendment to the Work Plan for the additional work.

L. In undertaking the work required under this Agreement, Volunteer and its officers, directors, employees, representatives, agents, contractors and subcontractors are deemed for the purpose of ECL 27.1321.3 and any other similar provision of state or federal law, to be performing services related to cleanup or restorative work which is conducted pursuant to a contract with the Department.

M. The provisions of this Agreement do not constitute and shall not be deemed a waiver of any right Volunteer otherwise may have to seek and obtain contribution and/or indemnification from other potentially responsible parties or their insurers, or Volunteer's insurers, for payments made previously or in the future for response costs. To the extent authorized under 42 USC 9613 and any other applicable law, Volunteer shall not be liable for any claim, now or in the future, in the nature of contribution or indemnity by potentially responsible parties concerning the Existing Contamination. In any future action brought by Volunteer against a potentially responsible party under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the provision of 42 USC 9613(f)(3) shall apply. Volunteer specifically reserves all rights that it may have to assert claims against any of its insurers and/or potentially responsible parties with respect to the matters addressed in this Agreement, including, without limitation, claims for breach of contract, cost recovery, contribution, tortious conduct and indemnity.

N. Volunteer and Volunteer's employees, servants, agents, lessees, successors, and assigns hereby affirmatively waive any right they had, have, or may have to make a claim pursuant to Article 12 of the Navigation Law with respect to the Site, and further release and hold harmless the New York State Environmental Protection and Spill Compensation Fund from any and all legal or equitable claims, suits, causes of action, or demands whatsoever that any of same has or may have as a result of Volunteer's entering into or fulfilling the terms of this Agreement with respect to the Site.

O. The effective date of this Agreement shall be the date it is signed by the Commissioner or his designee.

XIII Dispute Resolution

A. Volunteer's failure to comply with any term of this Agreement constitutes a violation of this Agreement, subject to the provisions of Subparagraph XIII.B. with respect to disputes arising over the approvability by the Department of a submittal of Volunteer pursuant to Paragraph III of this Agreement, and subject to the provisions of Subparagraph XIII.C., with respect to disputes arising over the reimbursement by Volunteer of State costs pursuant to Paragraph VI of this Agreement.

B. 1. If the Department disapproves a revised submittal and no further revised submittal is made, or if the Department disapproves a second revised submittal, Volunteer shall be in violation of this Agreement unless, within 10 days of receipt of the Department's notice of disapproval, Volunteer serves on the Department a request for an appointment of an Administrative Law Judge ("ALJ"), and a written statement of the issues in dispute, the relevant facts upon which the dispute is based, and factual data, analysis or opinion supporting its position, and all supporting documentation on which the Volunteer relies (hereinafter called the "Statement of Position"). The Department shall serve its Statement of Position, including supporting documentation, no later than ten (10) business days after receipt of Volunteer's Statement of Position. Volunteer shall have five (5) business days after receipt of the Department's Statement of Position within which to serve upon the Department a reply to the Department's Statement of Position, and in the event Volunteer serves such a reply, the Department shall have five (5) business days after receipt of Volunteer's reply to the Department's Statement of Position within which to serve upon Volunteer the Department's reply to Volunteer's reply to the Department's Statement of Position. In the event that the periods for exchange of Statements of Position and replies may cause a delay in the work being performed under this Agreement, the time periods may be shortened upon and in accordance with notice by the Department as agreed to by the Volunteer.

2. An administrative record of any dispute under this Subparagraph shall be maintained by the Department. The record shall include the Statement of Position of each party pursuant to Subparagraph XIII.B.1., and any relevant information. The record shall be available for review of all parties and the public. Upon review of the administrative record as developed pursuant to this Paragraph, the ALJ shall issue a final decision and order resolving the dispute. Volunteer shall revise the submittal in accordance with the Department's specific comments, as may be modified by the ALJ and except for those which have been withdrawn by the ALJ, and shall submit a revised submittal. The period of time within which the submittal must be revised as specified by the Department in its notice of disapproval shall control unless the ALJ revises the time frame in the ALJ's final decision and order resolving the dispute.

3. After receipt of the revised submittal, the Department shall notify Volunteer in writing of its approval or disapproval of the revised submittal. If the revised submittal fails to address the Department's specific comments, as may be modified by the ALJ, and the Department disapproves the revised submittal for this reason, Volunteer shall be in violation of this Agreement. In review by the ALJ of any dispute pursued under this Subparagraph, Volunteer shall have the burden of proving that there is no rational basis for the Department's decision.

4. The invocation of the procedures stated in this Subparagraph shall not extend, postpone, or modify Volunteer's obligations under this Agreement with respect to any disputed items, unless and until the Department agrees or a court determines otherwise. The invocation of the procedures stated in this Subparagraph shall constitute an election of remedies by Volunteer, and such election of this remedy shall constitute a waiver of any and all other remedies which may otherwise be available to Volunteer regarding the issue in dispute. Volunteer's rights granted pursuant to Article 78 of the Civil Practice Law and Rules (CPLR) of New York are unaffected by the provisions of this Subparagraph.

C. 1. The dispute resolution procedure of this Subparagraph, which pertains to Paragraph VI (Payment of State Costs), applies to payment of State costs solely on the following grounds: (1) the cost documentation contains clerical errors; (2) the costs are not related to the Department's activities concerning the Site; or (3) the work for which reimbursement is sought was not necessary.

2. If within 30 days after receipt of an itemized invoice from the Department for reimbursement of State costs as called for in Paragraph VI (Payment of State Costs) of this Agreement, Volunteer fails to pay the sum indicated in said itemized invoice solely for any or all of the reasons enumerated in Subparagraph XIII.C.1. of this Agreement, Volunteer shall be in violation of this Agreement, unless, within thirty (30) days of receipt of said itemized invoice, Volunteer requests to meet with the Director of Environmental Remediation ("the Director") in order to discuss Volunteer's basis for its refusal to pay said itemized invoice, and Volunteer is available to meet immediately thereafter. At this meeting, Volunteer shall be given an opportunity to present its objections to the payment of said itemized invoice, and the Director shall have the authority to modify and/or withdraw said itemized invoice. If the Volunteer subsequently fails to pay said itemized invoice in the amount and within the time period for payment determined by the Director, then Volunteer shall be in violation of this Agreement.

3. The invocation of the formal dispute resolution procedures under this Subparagraph shall not of itself extend, postpone or affect in any way any of Volunteer's obligations under this Agreement. The invocation of the procedures stated in this Subparagraph shall constitute an election of remedies by Volunteer, and such election of this remedy shall constitute a waiver of any and all other remedies which may otherwise

be available to Volunteer regarding the issue in dispute. Volunteer's rights granted pursuant to Article 78 of the Civil Practice Law and Rules (CPLR) of New York are unaffected by the provisions of this Subparagraph.

DATED:

JOHN P. CAHILL, COMMISSIONER
NEW YORK STATE DEPARTMENT
OF ENVIRONMENTAL CONSERVATION AND
TRUSTEE OF THE STATE'S NATURAL
RESOURCES

CONSENT BY VOLUNTEER

Photocircuits Corporation

Volunteer hereby consents to the issuing and entering of this Agreement, waives Volunteer's right to a hearing herein as provided by law, and agrees to be bound by this Agreement.

By: _____

Title: _____

Date: _____

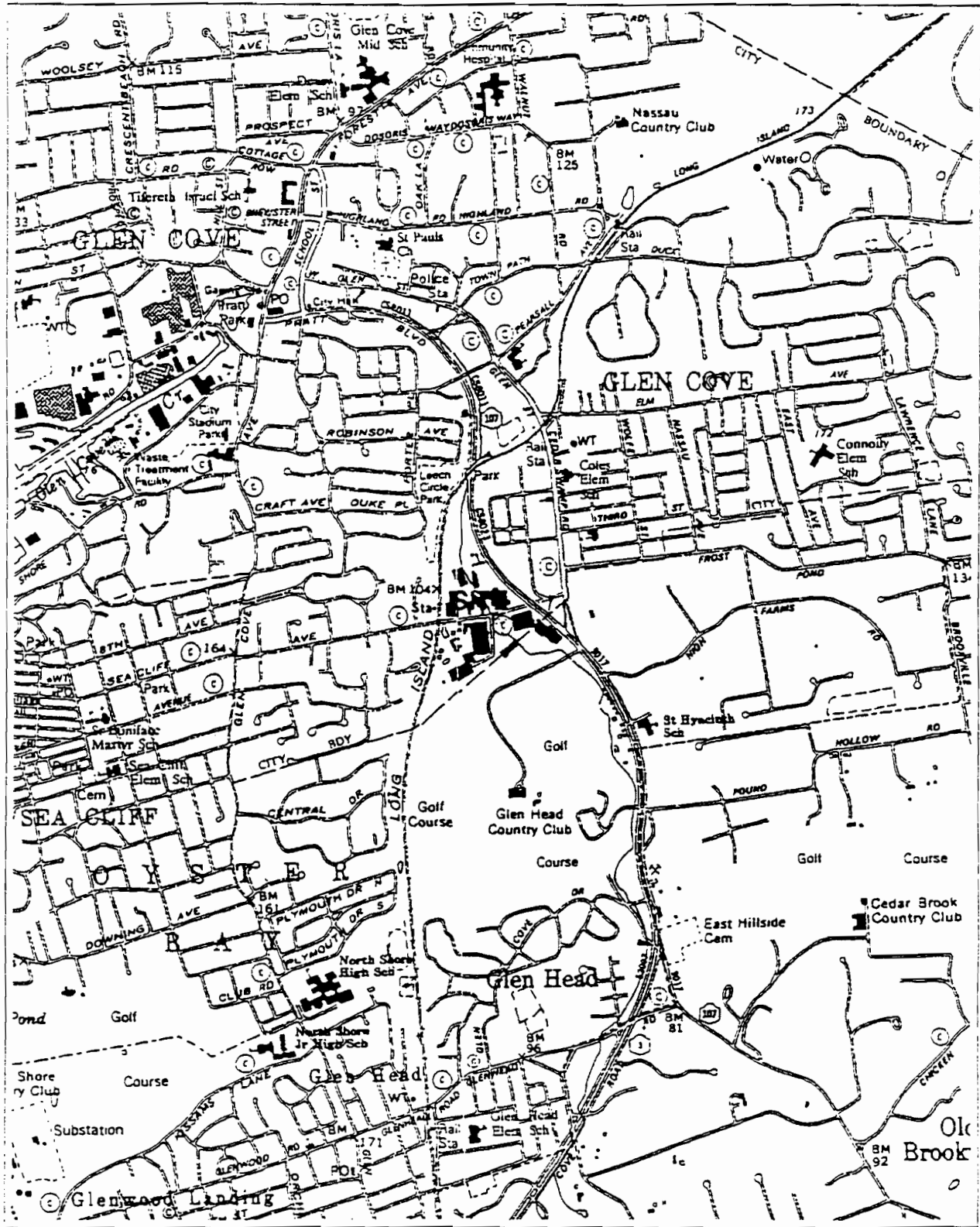
STATE OF NEW YORK)
) s.s.:
COUNTY OF)

On this _____ day of _____, 1997, before me personally came _____ to me known, who being duly sworn, did depose and say that he/she resides in _____; that he/she is _____ of the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name on behalf of _____ and was authorized to do so.

Notary Public

EXHIBIT "A"

Map of Site



Site Location Map

130053A Pass and Seymour
 NYSDOT Planimetric Quadrangle(s):
 HICKSVILLE, SEA CLIFF



0 500 1000 1500 2000



Scale 1:24,000
 April 09, 1997

EXHIBIT "B"

Department-Approved Work Plan

EXHIBIT "C"

Assignable Release and Covenant Not To Sue

[On Department Letterhead]

[Insert Date]

To whom it may concern:

Unless otherwise specified in this letter, all terms used herein shall have the meaning assigned to them under the terms of the Voluntary Agreement entered into between the New York State Department of Environmental Conservation (the "Department") and Photocircuits Corporation ("Volunteer"), Index No. W1-0771-96-07 (the "Agreement").

The Department is pleased to report that the Department is satisfied that the Department-approved Work Plan to implement a response program at the parcel of land located at 45 Sea Cliff Avenue, Glen Cove, Nassau County, with Tax Map Numbers of Section 21, Block S, Lots 844, 895A, 895B, 896, 897 and 898, and with a map attached hereto as Appendix "A" (the "Site"), has been successfully implemented. So long as no information has been withheld from the Department or mistake made as to the hazard posed by any Site-related compound or analyte of concern, the Department believes that no further investigation or response will be required at the Site respecting the Existing Contamination to render the Site safe to be used for the Contemplated Use, as defined in Considering Clause 4.B. of the Agreement.

Assignable Release and Covenant Not To Sue:

The Department and the Trustee of New York State's natural resources ("Trustee"), therefore, hereby release, covenant not to sue, and shall forbear from bringing any action, proceeding, or suit against Volunteer, Volunteer's lessees, sublessees, successors, and assigns, and their respective secured creditors, for the further investigation or remediation of the Site, or for natural resource damages, based upon the release or threatened release at the Site of Existing Contamination; provided that (a) timely payments of the amounts specified in Paragraph VI of the Agreement continue to be, or have been, made to the Department; (b) appropriate notices and deed restrictions have been recorded in accordance with Paragraphs IX and X of the Agreement, and Volunteer and/or its lessees, sublessees, successors, or assigns promptly commence and diligently pursue to completion the Department-approved O&M Plan, if any. Nevertheless, the Department and the Trustee hereby reserve all of their respective rights concerning, and such release,

covenant not to sue, and forbearance shall not extend to, any further investigation or remedial action the Department deems necessary:

- due to offsite migration of petroleum resulting in impacts to environmental resources, to human health, or to other biota that are not inconsequential, irrespective of whether the information available to Volunteer and the Department at the time of the development of the Work Plan disclosed the existence or potential existence of such off-Site migration;

- due to environmental conditions related to the Site that were unknown to the Department at the time of its approval of the Work Plan which indicate that Site conditions are not sufficiently protective of human health and the environment for the Contemplated Use, as defined in Considering Clause 4.B. of the Agreement;

- due to information received, in whole or in part, after the Department's approval of the final engineering report and certification, which indicates that the activities carried out in accordance with the Work Plan are not sufficiently protective of human health and the environment for the Contemplated Use, as defined in Considering Clause 4.B. of the Agreement;

- due to Volunteer's failure to implement the Agreement to the Department's satisfaction; or

- due to fraud or mistake committed by Volunteer in demonstrating that the Site-specific cleanup levels identified in, or to be identified in accordance with, the Work Plan were reached.

Additionally, the Department and the Trustee hereby reserve all of their respective rights concerning, and any such release, covenant not to sue, and forbearance shall not extend to:

- Volunteer if it causes a, or suffers the, release or threat of release, at the Site of any hazardous substance (as that term is defined at 42 USC 9601[14]) or petroleum (as that term is defined in Navigation Law § 172[15]), other than Existing Contamination, after the effective date of the Agreement; or if it causes a, or suffers the use of the Site to, change from the Contemplated Use, as defined in Considering Clause 4.B. of the Agreement, to one requiring a lower level of residual contamination before that use can be implemented with sufficient protection of human health and the environment; nor to

- any of Volunteer's lessees, sublessees, successors, or assigns who causes a, or suffers the, release or threat of release, at the Site of any hazardous substance (as that term is defined at 42 USC 9601[14]) or petroleum (as that term is defined in Navigation Law §

172[15]), other than Existing Contamination, after the effective date of the Agreement; who causes a, or suffers the use of the Site to, change from the Contemplated Use, as defined in Considering Clause 4.B. of the Agreement, to one requiring a lower level of residual contamination before that use can be implemented with sufficient protection of human health and the environment; or who is otherwise a party responsible under law for the remediation of the Existing Contamination independent of any obligation that party may have respecting same established resulting solely from the Agreement's execution.

Notwithstanding the above, however, with respect to any claim or cause of action asserted by the Department, the one seeking the benefit of this release shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributable solely to Existing Contamination.

Notwithstanding any other provision in this release, if with respect to the Site there exists or may exist a claim of any kind or nature on the part of the New York State Environmental Protection and Spill Compensation Fund against any party, nothing in this release shall be construed, or deemed, to preclude the State of New York from recovering such claim.

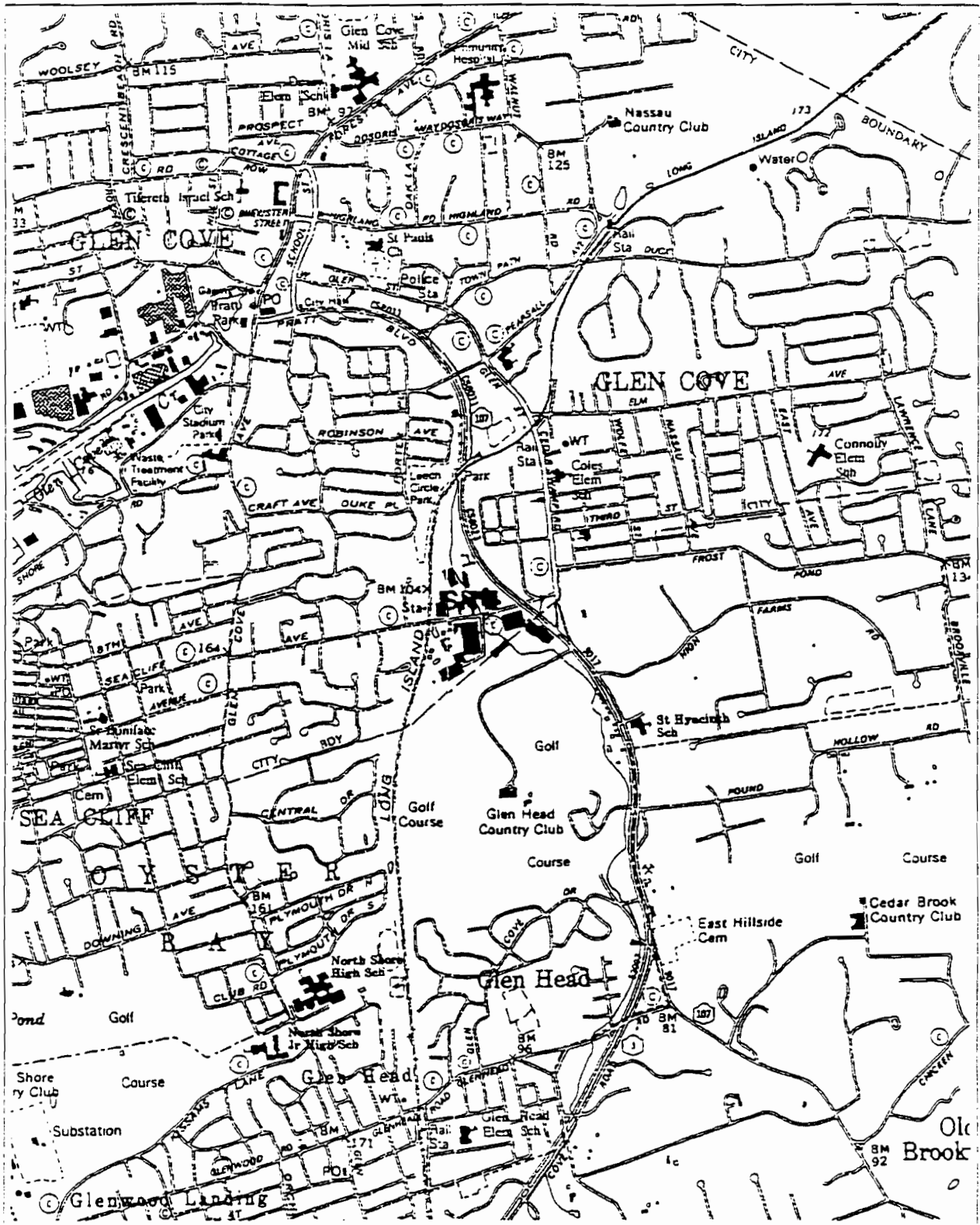
In conclusion, the Department is pleased to be part of this effort to return the Site to productive use of benefit to the entire community.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL
CONSERVATION AND TRUSTEE OF NEW YORK STATE'S
NATURAL RESOURCES

By: _____

Its: _____

Appendix "A"
(to Exhibit "C")
Map of the Site



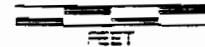
Site Location Map

130053A Pass and Seymour

NYS DOT Planimetric Quadrangle(s):
HICKSVILLE, SEA CLIFF



0 500 1000 1500 2000



Scale 1:24,000

April 09, 1997

Exhibit "D"

NOTICE OF AGREEMENT

This Notice is made as of the ____ day of _____, 1997 by Photocircuits Corporation, for a parcel of real property located at 45 Sea Cliff Avenue, Glen Cove, Nassau County, New York, with Tax Map Numbers Section 21, Block S, Lots 844, 895A, 895B, 896, 897 and 898, more particularly described on Appendix "A" attached hereto (the "Property"); and

WHEREAS, Photocircuits Corporation, by authorized signature, entered into an administrative Agreement with the Department, Index # W1-0771-96-07 (the "Agreement"), concerning the remediation of contamination present on the Property and characterized to determine its nature and extent (the "Existing Contamination"), which Agreement was signed by the Commissioner of Environmental Conservation on _____, 1997; and

WHEREAS, in return for the remediation of the Property pursuant to the Agreement to the satisfaction of the Department, the Department will provide Photocircuits Corporation, and its lessees and sublessees and its successors and assigns, including their respective secured creditors, with a release, covenant not to sue, and forbearance from bringing any action, proceeding, or suit related to the Site's further investigation or remediation based upon the release or threatened release of Existing Contamination, subject to certain reservations set forth in the Agreement; and

WHEREAS, pursuant to the Agreement, Photocircuits Corporation agreed that it would give notice of the Agreement to all parties who may acquire any interest in the Property by filing this Notice with the Nassau County Clerk,

NOW, THEREFORE, Photocircuits Corporation, for itself, its successors and its assigns declares that:

1. This Notice of the Agreement is hereby given to all parties who may acquire any interest in the Property.

2. This Notice shall terminate upon the filing by Photocircuits Corporation, or its successors and assigns, of a termination of notice of Agreement after having first received approval to do so from the New York State Department of Environmental Conservation.

IN WITNESS WHEREOF, Photocircuits Corporation has executed this Notice of Agreement by its duly authorized representative.

Photocircuits Corporation

Dated: _____, 1997

By: _____

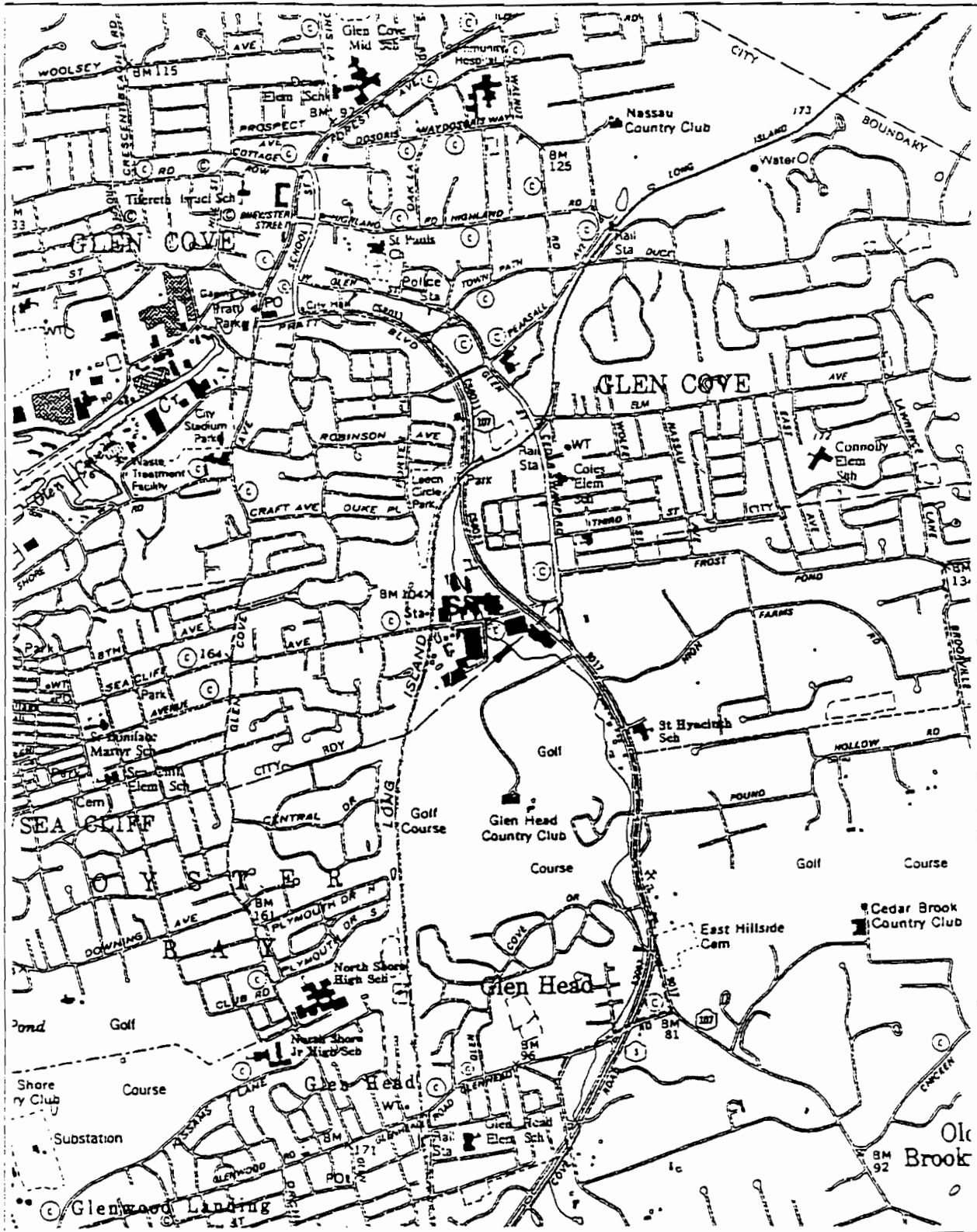
Its: _____

[acknowledgment]

Appendix "A"

(to Exhibit "D")

Map of the Property



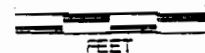
Site Location Map

130053A Pass and Seymour

NYS DOT Planimetric Quadrangle(s):
HICKSVILLE, SEA CLIFF



0 500 1000 1500 2000



FEET

Scale 1:24,000

April 09, 1997

New York State Department of Environmental Conservation
Division of Environmental Enforcement
State Superfund and Voluntary Cleanup Practice Group
Eastern Field Unit
200 White Plains Road, 5th Floor
Tarrytown, New York 10591-5805
Telephone: (914) 332-1835, Ext. 317
Fax (914)332-5116 (not for service of process)



John P. Cahill
Acting Commissioner

CERTIFIED MAIL/RETURN RECEIPT

June 6, 1997

Mark C. Pennington, Esq.
Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, New York 10178-0060

Re: Pass and Seymour, Inc.
Site # 130053A



Dear Mark:

As I mentioned to you today over the telephone, the Department has reviewed the Voluntary Cleanup Program Application for the above-referenced Site which you submitted and has made a determination that Photocircuits Corporation is eligible for the Voluntary Cleanup Program for this Site. The next step will be to finalize the terms and conditions of the Voluntary Cleanup Agreement that we are currently negotiating and then have your client execute said Agreement.

Please feel free to call me at (914) 332-1835, Ext. 317 if you have any questions regarding the above.

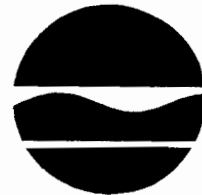
Very truly yours,


John F. Byrne
Senior Attorney


cc: C. Sullivan (DEE, Central Office)
E. Devine (DEE, Tarrytown)
C. Vasudevan (DER, Central Office) ✓
J. Jones (DER, Central Office)
C. Costopoulos (DER, Central Office)

File

New York State Department of Environmental Conservation
50 Wolf Road, Albany, New York 12233-7010



John P. Cahill
Acting Commissioner

T O: Susan D. McCormick
F R O M: Chittibabu Vasudevan 
S U B J E C T: Pass & Seymour, Inc. (1-30-053A) - Voluntary Cleanup
D A T E: June 4, 1997

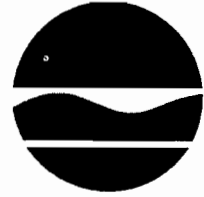
Attached is a copy of a draft work plan for Pass & Seymour and Photocircuits (1-30-009). Both ^{sites} are listed as Class 2 in the Registry. Photocircuits consent order was signed in March 1997 while a voluntary agreement for Pass & Seymour is currently being negotiated by John Byrne of the Eastern Field Unit. The proposed agreement has already been published in the April 23, 1997 ENB and the comment period expired on May 23, 1997. No comments were received.

I expect that the volunteer would sign the agreement by the end of this month. Please review the work plan for Pass & Seymour for technical consistency and send your comments to Joe Jones by June 13, 1997. If you have any questions, please let me know.

Attachment

cc: S. Ervolina
J. Jones
J. Byrne, EFU

New York State Department of Environmental Conservation
Division of Environmental Enforcement
State Superfund and Voluntary Cleanup Practice Group
Eastern Field Unit
200 White Plains Road, 5th Floor
Tarrytown, New York 10591-5805
Telephone: (914) 332-1835, Ext. 317
Fax (914)332-5116 (not for service of process)



John P. Cahill
Acting Commissioner

CERTIFIED MAIL/RETURN RECEIPT

May 29, 1997

Mark C. Pennington, Esq.
Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, New York 10178-0060

Re: Pass and Seymour, Inc.
Site # 130053A

Dear Mark:

Attached is a revised Voluntary Agreement ("Final Draft II") for the above-referenced Site. This Agreement contains a number of the revisions which you previously requested. A summary of your significant proposed revisions and the Department's position follows:

Considering Clause 4.A. on Page 1 of the Agreement - As you requested, the date of May 9, 1996 has been changed to April 30, 1996 (May 9, 1996 was the date that the deed was recorded by the Nassau County Clerk's Office).

Considering Clause 4.B. on Page 2 of the Agreement - The last sentence of Considering Clause 4.B. defines the "Contemplated Use" for purposes of this Agreement as the Volunteer (Photocircuits Corp.) utilizing the Site "for general industrial or commercial purposes in the future." This is in line with your proposed definition of "Contemplated Use" for purposes of this Agreement.

Considering Clause 9.A. on Page 3 of the Agreement - The word "investigative" has been inserted, as you requested.

Subparagraph I.B.2. (Performance and Reporting of the Work Plan) on Page 4 of the Agreement - The language of this Subparagraph was revised at your request to indicate that this Agreement contains a Dispute Resolution Clause (Paragraph XIII).

Subparagraph I.F.2.i. (Performance and Reporting of the Work Plan) on Page 5 of the Agreement - This Subparagraph has been revised and only petroleum is now addressed, which is inapplicable to this Site.

Subparagraph I.F.2.iv. (Performance and Reporting of the Work Plan) on Page 6 of the Agreement - The Department cannot agree to your proposed revision to this Subparagraph.

Paragraph V. (Entry upon Site) on Page 9 of the Agreement - As you requested, "If reasonably necessary" has been inserted at the beginning of the third sentence of this Paragraph.

Subparagraph VI.A. (Payment of State Costs) on Page 10 of the Agreement As you requested, the phrase "reasonably incurred during the implementation of this Agreement with respect to the Existing Contamination" has been added to the first sentence of this Paragraph. This language is also contained in the Pfizer, Inc. Voluntary Agreement (Index # D2-0001-96-05).

Subparagraph VI.C. (Payment of State Costs) on page 11 of the Agreement - The Department cannot agree to your recommended fourth ground of the costs being unreasonable as a basis for dispute resolution. The Pfizer, Inc. Voluntary Agreement contains no such ground. Of course, your client's rights granted pursuant to Article 78 of the CPLR are unaffected by this Agreement (see Subparagraph XIII.C.3 on Page 21 of this Agreement). Furthermore, because your client is a Volunteer, it will not have to reimburse the Department for any past costs, and future costs pursuant to Subparagraph VI.B. of this Voluntary Agreement are capped at \$20,000.

Paragraph VIII (Indemnification) on Pages 11-12 of the Agreement As you requested, the phrase "and during the term of this Agreement" has been added at the end of this Paragraph.

Paragraph X. (Deed Restriction) on Pages 12-13 of the Agreement The term "Contemplated Use" in Subparagraph X.A.1. is defined in Considering Clause 4.B. of this Agreement. The Department cannot agree to your other proposed changes to this Paragraph.

Subparagraph XII.A.1. (Miscellaneous) on Page 15 of the Agreement

DER technical staff has advised me that it knows of no "potential future release" of hazardous substances, pollutants, or contaminants at or from the Site based on the information provided to DER so far.

Subparagraph XII.E.1. (Miscellaneous) on Page 16 of the Agreement

The language which you requested from the Photocircuits Corp. Order on Consent has been inserted.

Subparagraph XII.K.2. (Miscellaneous) on Pages 17-18 of the Agreement

- The language which you requested has been inserted at the end of this Subparagraph.

Subparagraph XII.M. (Miscellaneous) on Page 19 of the Agreement

The language which you requested has been inserted into this Subparagraph.

As you can see from the above, the vast majority of your requested revisions have been incorporated into the Voluntary Agreement. If you have any questions or wish to discuss the matter further, please feel free to call me at (914) 332-1835, Ext. 317. If this revised Agreement is satisfactory, then I will forward three (3) red-lined duplicate originals of the Voluntary Agreement to you for your client's signature.

Thank you for your attention to this matter.

Very truly yours,


John F. Byrne
Senior Attorney

cc: E. Devine (DEE, Tarrytown)
C. Vasudevan (DER, Albany)
J. Jones (DER, Albany)

5/29/97

FINAL DRAFT II

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

In the Matter of the
Implementation of a
Response Program for
Pass and Seymour, Inc.
by

AGREEMENT

INDEX NUMBER: W1-0771-96-07

Photocircuits Corporation,

Volunteer.

Site # 130053A

CONSIDERING,

1. The New York State Department of Environmental Conservation (the "Department") is responsible for enforcement of the Environmental Conservation Law of the State of New York ("ECL"). This Agreement is entered into pursuant to the Department's authority under that law and constitutes an administrative settlement for purposes of 42 USC 9613(f).
2. A. The property which is the subject of this Agreement is located at 45 Sea Cliff Avenue, Glen Cove, Nassau County, New York (hereinafter referred to as the "Site"). The Site is located on the south side of Sea Cliff Avenue in the Sea Cliff Industrial Area. The Tax Map Numbers for the Site are Section 21, Block S, Lots 844, 895A, 895B, 896, 897 and 898. Exhibit "A" of this Agreement is a map of the Site showing its general location.

B. Photocircuits Corporation ("Volunteer") is a corporation organized and existing under the laws of the State of New York, with offices at 31 Sea Cliff Avenue, Glen Cove, Nassau County, New York.
3. A Preliminary Site Assessment (PSA), completed in 1994, confirmed the presence of Tetrachloroethylene (PCE) in the soil and groundwater exceeding the New York State Class GA standard. Photocircuits Corporation conducted a Preliminary Site Investigation at the Site in August 1996 to verify and update the results of previous investigations. Photocircuits Corporation has submitted the results of this Preliminary Site Investigation to the Department. This Preliminary Site Investigation confirmed the presence of Tetrachloroethylene (PCE) in the soil and groundwater exceeding the New York State Class GA standard. This contamination continues to exist at the present time (the "Existing Contamination").
4. A. Alpha Forty-Five L.L.C. is the current owner of the Site with an office at 31 Sea Cliff Avenue, Glen Cove, Nassau County, New York. Alpha Forty-Five L.L.C. has been the Site owner since April 30, 1996.

B. The Site has been used for industrial purposes. The former owners of the property, Enal Development Corp., Pass and Seymour, Inc., and Slater Electric, Inc. were engaged in the manufacture of electric components, switches, outlets and wall boxes, and performed a manufacturing process involving injection molding of plastic components. Volunteer intends to utilize the Site for general industrial or commercial purposes in the future (the "Contemplated Use").

C. Volunteer represents, and for the purposes of this Agreement, the Department relies on those representations, that Volunteer's involvement with the Site and with the facility on the Site is limited to the following: Volunteer has not taken title to the Site, has not previously owned or operated the Site, and is not otherwise responsible under law to remediate the Existing Contamination.

5. The Department has the power, inter alia, to provide for the prevention and abatement of all water, land, and air pollution. ECL 3-0301.1.i.

6. A. The Department alleges that the Site is an inactive hazardous waste disposal site, as that term is defined at ECL 27-1301.2. The Department has classified the Site with a Classification "2" pursuant to ECL 27-1305.4.b.

B. ECL 27-1313.3 provides that the Department shall be responsible for inactive hazardous waste disposal site remedial programs, except as provided in Section 1389-b of the Public Health Law. ECL 27-1313.3.a provides that whenever the Commissioner of Environmental Conservation finds that hazardous wastes at an inactive hazardous waste disposal site constitute a significant threat to the environment, he may order the owner of such site and/or any person responsible for the disposal of hazardous wastes at such site (i) to develop an inactive hazardous waste disposal site remedial program, subject to the approval of the Department, at such site, and (ii) to implement such program within reasonable time limits specified in the order.

C. The regulations implementing ECL Article 27, Title 13 authorize at 6 NYCRR 375-1.2(e)(2)(ii) the proponents of any activity to demonstrate to the Department that such activity will not have the effect described in 6 NYCRR 375-1.2(e)(2)(i) by such demonstration as the Department may find acceptable.

D. Volunteer wishes to enter into this Agreement in order to ensure, and the Department hereby determines that this Agreement constitutes a demonstration, that the response action undertaken under this Agreement will be in compliance with the ECL and will not:

1. prevent or interfere significantly with any proposed, ongoing or completed remedial program at the Site, or
2. expose the public health or the environment to a significantly increased threat of harm or damage.

7. A. Volunteer also wishes to enter into this Agreement in order to resolve its potential liability as an operator for remediating the Existing Contamination under ECL Article 27, Title 13. The Department finds that such resolution, undertaken in accordance with the terms of this Agreement, is in the public interest.

B. Volunteer, desirous of implementing a response program acceptable to the Department sufficient to allow Volunteer to proceed with its plans to use the Site for the Contemplated Use, consents to the terms and conditions of this Agreement.

8. The Department published a notice of proposed entry into this Agreement in the April 23, 1997 issue of the Department's Environmental Notice Bulletin and provided written notice to the City of Glen Cove and Nassau County of the proposed entry of this Agreement and solicited comments from the public and from those local governments on this Agreement, including the remedial work plan for the Site. The Department received no comments.

9. The Department and Volunteer agree that the goals of this Agreement are:

A. for Volunteer to, (i) implement the Department-approved investigative and remedial work plan pertaining to the Site; and (ii) reimburse the State's administrative costs as provided in this Agreement, and

B. for the Department and the Trustee of New York State's natural resources (the "Trustee") to release Volunteer and its successors and assigns, under the conditions set forth in this Agreement, from any and all claims, actions, suits, and proceedings by the Department or by the Trustee, which may arise under any applicable law as a result of the Existing Contamination.

10. Volunteer, without the admission, adjudication or finding of liability or any issue of law or fact, agrees to be bound by the terms of this Agreement. Volunteer consents to and agrees not to contest the authority or jurisdiction of the Department to enter into or enforce this Agreement, and agrees not to contest the validity of this Agreement or its terms.

IN CONSIDERATION OF AND IN EXCHANGE FOR THE DEPARTMENT'S RELEASE AND COVENANT NOT TO SUE SET FORTH IN THIS AGREEMENT AND FOR THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, VOLUNTEER AGREES TO THE FOLLOWING:

I. Performance and Reporting of the Work Plan

A. Within 30 days after the effective date of this Agreement, Volunteer shall commence implementation of the remedial work plan (the "Work Plan") attached to this Agreement and made a part of it as Exhibit "B".

B. 1. Volunteer shall carry out the Work Plan in accordance with its terms.

2. The parties agree that the Work Plan will be modified in the event that contamination previously unknown or inadequately characterized is encountered during the Work Plan's implementation and that such modification(s) shall appear in Exhibit "B-1", and all references to "Work Plan" in this Agreement shall refer to the one contained in Exhibit "B-1". However, if after goodfaith negotiations, Volunteer and the Department cannot agree upon modifications to the Work Plan, then the provisions of Subparagraph XIII.B. (Dispute Resolution) shall take effect; Volunteer shall not leave the Site in a condition, from the perspective of human health and environmental protection, worse than that which prevailed before remedial activities were commenced; and both parties retain whatever rights they may have had respecting each other as they had before the effective date of this Agreement.

3. Volunteer shall notify the Department of any significant difficulties that may be encountered in implementing the Work Plan, any Department-approved modification to the Work Plan, or any Department-approved detail, document, or specification prepared by or on behalf of Volunteer pursuant thereto and shall not modify any obligation unless first approved by the Department.

C. During implementation of all construction activities identified in the Work Plan, Volunteer shall have on-Site a full-time representative who is qualified to supervise the work done.

D. In accordance with the schedule contained in the Work Plan, as may be modified by agreement between the parties, Volunteer shall submit to the Department a final engineering report. The final engineering report shall include a detailed post-remedial operation and maintenance plan ("O&M Plan"), to the extent necessary; "as-built" drawings showing all changes made during construction, to the extent necessary; and a certification that all activities were completed in full accordance with the Work Plan, any Department-approved modification to the Work Plan, any Department-approved detail, document, or specification prepared by or on behalf of Volunteer pursuant thereto, and this Agreement. The O&M Plan, "as built" drawings, final engineering report, and certification must be prepared, signed, and sealed by a professional engineer.

E. Should post-remedial operation and maintenance prove to be necessary, upon the Department's approval of the O&M Plan, Volunteer shall implement the O&M Plan in accordance with the schedule and requirements of the Department-approved O&M Plan.

F. 1. i. Within 60 days after receipt of the final engineering report and certification, the Department shall notify Volunteer in writing whether the Department is satisfied with the implementation of the Work Plan, any Department-approved detail, document, or specification prepared by or on behalf of Volunteer pursuant thereto, and this Agreement.

ii. Within 60 days after completion of the Department-approved O&M Plan, if any, Volunteer shall submit to the Department a final engineering report and certification that the post-remedial operation and maintenance activities identified in the Department-approved O&M Plan were implemented in accordance with that plan. The Department shall notify Volunteer whether it is satisfied with the O&M Plan's implementation.

2. Upon being satisfied that the Site-specific cleanup levels identified in, or to be identified in accordance with, the Work Plan have been reached, the Department shall notify Volunteer in writing of its satisfaction and, except for the reservations identified below, the Department and the Trustee release, covenant not to sue, and shall forbear from bringing any action, proceeding, or suit against Volunteer for the further investigation and remediation of the Site, or for natural resources damages, based upon the release or threatened release of any Existing Contamination, provided that (a) timely payments of the amounts specified in Paragraph VI of this Agreement continue to be or have been made to the Department, (b) appropriate notices and deed restrictions have been recorded in accordance with Paragraphs IX and X of this Agreement, and (c) Volunteer and/or its lessees, sublessees, successors, or assigns promptly commence and diligently pursue to completion the Department-approved O&M Plan, if any. Nonetheless, the Department and the Trustee hereby reserve all of their respective rights concerning, and such forbearance shall not extend to, any further investigation or remedial action the Department deems reasonably necessary:

i. due to off-Site migration of petroleum resulting in impacts to environmental resources, to human health, or to other biota that are not inconsequential, irrespective of whether the information available to Volunteer and the Department at the time of the development of the Work Plan disclosed the existence or potential existence of such off-Site migration;

ii. due to environmental conditions related to the Site that were unknown to the Department at the time of its approval of the Work Plan which indicates that Site conditions are not sufficiently protective of human health and the environment for the Contemplated Use, as defined in Considering Clause 4.B. of this Agreement;

iii. due to information received, in whole or in part, after the Department's approval of the final engineering report and certification, which indicates that the activities carried out in accordance with the Work Plan are not sufficiently protective of human health and the environment for the Contemplated Use, as defined in Considering Clause 4.B of this Agreement;

iv. due to Volunteer's failure to implement this Agreement to the Department's satisfaction; or

v. due to fraud or mistake committed by Volunteer in demonstrating that the Site-specific cleanup levels identified in, or to be identified in accordance with, the Work Plan were reached.

Additionally, the Department and the Trustee hereby reserve all of their respective rights concerning, and any such release, covenant not to sue, and forbearance shall not extend to, any further investigation or abatement it deems necessary to be undertaken in the event that Volunteer causes or suffers the release or threat of release at the Site of any hazardous substance (as that term is defined at 42 USC 9601[14]) or petroleum (as that term is defined in Navigation Law §172[15]) after the effective date of this Agreement; or Volunteer causes a, or suffers the use of the Site to, change from the Contemplated Use, as defined in Considering Clause 4.B., to one requiring a lower level of residual contamination before that use can be implemented with sufficient protection of human health and the environment.

3. Notwithstanding any other provision in this Agreement, if with respect to the Site there exists or may exist a claim of any kind or nature on the part of the New York State Environmental Protection and Spill Compensation Fund against any party, nothing in this Agreement shall be construed, or deemed, to preclude the State of New York from recovering such claim.

G. If the Department is satisfied with the implementation of the Work Plan and Department-approved design, the Department shall provide Volunteer with a separate written "no further action" letter substantially similar to the model letter attached to this Agreement and incorporated in this Agreement as Exhibit "C."

H. 1. Notwithstanding any other provision of this Agreement, with respect to any claim or cause of action asserted by the Department or the Trustee, the one seeking the benefit of the forbearance, covenant not to sue, or release set forth in Subparagraph I.F or in a "no further action" letter issued under Subparagraph I.G of this Agreement shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributable solely to Existing Contamination.

2. Except as above provided in Subparagraph I.F of this Agreement and in the "no further action" letter issued under Subparagraph I.G of this Agreement, nothing in this Agreement is intended as a release, forbearance, or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the Department, the Trustee, or the State of New York may have against any person, firm, corporation, or other entity not a party to this Agreement. In addition, notwithstanding any other provision in this Paragraph I of this Agreement, the forbearance, covenant not to

sue, and release described in Subparagraph I.F and in the "no further action" letter issued under Subparagraph I.G of this Agreement shall not extend to parties that were responsible under law before the effective date of this Agreement to address the Existing Contamination.

II. Progress Reports

A. Volunteer shall submit to the parties identified in Subparagraph XI.A.1 in the numbers specified therein copies of written quarterly progress reports that:

1. describe the actions which have been taken toward achieving compliance with this Agreement during the previous quarter;

2. include all results of sampling and tests and all other data received or generated by Volunteer or Volunteer's contractors or agents in the previous quarter, including quality assurance/quality control information, whether conducted pursuant to this Agreement or conducted independently by Volunteer;

3. identify all work plans, reports, and other deliverables required by this Agreement that were completed and submitted during the previous quarter;

4. describe all actions, including, but not limited to, data collection and implementation of the Work Plan, that are scheduled for the next quarter and provide other information relating to the progress at the Site;

5. include information regarding percentage of completion, unresolved delays encountered or anticipated that may affect the future schedule for implementation of Volunteer's obligations under the Agreement, and efforts made to mitigate those delays or anticipated delays; and

6. include any modifications to the Work Plan that Volunteer has proposed to the Department and any that the Department has approved.

B. Volunteer shall submit these progress reports to the Department by the tenth day of every quarter following the effective date of this Agreement and Volunteer's obligation to submit the progress reports shall terminate upon its receipt of the written satisfaction notification identified in Subparagraph I.F of this Agreement approving Volunteer's final engineering report and certification concerning the Work Plan's implementation. However, Volunteer shall continue to submit reports concerning the implementation of any O&M Plan that may be required under this Agreement, in accordance with the Plan's requirements.

C. Volunteer also shall allow the Department to attend, and shall provide the Department at least five days advance notice of, any of the following: prebid meetings, job

progress meetings, substantial completion meeting and inspection, and final inspection and meeting, provided, however, that Volunteer shall not be required under this Agreement to submit any portions of records and/or information that would disclose privileged mental impressions, conclusions, opinions, or legal theories, as provided for by applicable New York law.

III. Review of Submittals

A. 1. The Department shall review each of the submittals Volunteer makes pursuant to this Agreement to determine whether it was prepared, and whether the work done to generate the data and other information in the submittal was done, in accordance with this Agreement and generally accepted technical and scientific principles. The Department shall notify Volunteer in writing of its approval or disapproval of the submittal. All Department-approved submittals shall be incorporated into and become an enforceable part of this Agreement.

2. i. If the Department disapproves a submittal, except with respect to the final engineering report and certification (in which case the period shall be 60 days), it shall so notify Volunteer in writing and shall specify the reasons for its disapproval within 30 days after its receipt of the submittal and may request Volunteer to modify or expand the submittal; provided, however, that the matters to be addressed by such modification or expansion are within the specific scope of work as described in the Work Plan. Within 30 days after receiving written notice that Volunteer's submittal has been disapproved, Volunteer shall make a revised submittal to the Department which endeavors to address and resolve all of the Department's stated reasons for disapproving the first submittal.

ii. After receipt of the revised submittal, the Department shall notify Volunteer in writing within 30 days of its approval or disapproval. If the Department disapproves the revised submittal, Volunteer may notify the Department within 10 days of receipt of notification of disapproval from the Department that it will further revise the submittal and Volunteer may submit one further revised submittal within 21 days of receipt of notification of disapproval from the Department. If the Department disapproves the revised submittal, and no further revised submittal is made, or if the Department disapproves the further revised submittal once made, unless Volunteer requests within 10 days of receipt of notice of the Department's disapproval of the revised submittal or further revised submittal, an opportunity to respond to the Department's objections pursuant to the dispute resolution procedure in Subparagraph XIII.B., Volunteer may be held in violation of this Agreement and the Department may take any action or pursue whatever rights it has pursuant to any provision of statutory or common law. If the Department approves the revised submittal, it shall be incorporated into and become an enforceable part of this Agreement.

B. Within 30 days after the Department's approval of the final engineering report and certification, Volunteer shall submit to the Department one microfilm copy (16 millimeter roll film M type cartridge) of that report and all other Department-approved drawings and submittals. Such submission shall be made to:

Director, Division of Environmental Remediation
New York State Department of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

IV. Enforcement

A. This Agreement shall be enforceable as a contractual agreement under the laws of the State of New York.

B. Volunteer shall not suffer any penalty under this Agreement or be subject to any proceeding or action if it cannot comply with any requirement of this Agreement because of fire, lightning, earthquake, flood, adverse weather conditions, strike, shortages of labor and materials, war, riot, obstruction or interference by adjoining landowners, or any other fact or circumstance beyond Volunteer's reasonable control ("force majeure event"). Volunteer shall, within five working days of when it obtains knowledge of any such force majeure event, notify the Department in writing. Volunteer shall include in such notice the measures taken and to be taken by Volunteer to prevent or minimize any delays and shall request an appropriate extension or modification of this Agreement. Volunteer shall have the burden of proving by a preponderance of the evidence that an event is a defense to compliance with this Agreement pursuant to this Subparagraph IV.B of this Agreement. Any extension of time hereunder shall be for a period of time not less than the period of delay resulting from such circumstance.

V. Entry upon Site

Volunteer hereby consents to the entry upon the Site or areas in the vicinity of the Site which may be under the control of Volunteer by any duly designated employee, consultant, contractor, or agent of the Department or any State agency having jurisdiction with respect to the Response Program for purposes of inspection, sampling, and testing and to ensure Volunteer's compliance with this Agreement. The Department shall abide by the health and safety rules in effect for work performed at the Site under the terms of this Agreement. If reasonably necessary, upon request, Volunteer shall provide the Department with suitable office space at the Site, including access to a telephone, and shall permit the Department full access to all records relating to matters addressed by this Agreement and to job meetings, provided, however, that Volunteer shall not be required under this Agreement to submit any

portions of records and/or information that would disclose privileged mental impressions, conclusions, opinions, or legal theories, as provided for by applicable New York law.

VI. Payment of State Costs

A. Within thirty days after receipt of an itemized invoice from the Department, unless Volunteer invokes with regard to the amounts claimed by the Department the dispute resolution mechanism identified in Subparagraph XIII.C. within thirty (30) days of the receipt of the invoice, Volunteer shall pay to the Department a sum of money which shall represent reimbursement for the State's expenses reasonably incurred during the implementation of this Agreement with respect to the Existing Contamination, including, but not limited to, direct labor, fringe benefits, indirect costs, travel, analytical costs, and contractor costs incurred by the State of New York, as well as for negotiating this Agreement, reviewing and revising submittals made pursuant to this Agreement, overseeing activities conducted pursuant to this Agreement, collecting and analyzing samples, and administrative costs associated with this Agreement, but not including the State's expenses incurred after the Department's notification identified in Subparagraph I.F.2 of this Agreement of its approval of the final engineering report and certification pertaining to the implementation of the Work Plan or, if any, of the Department-approved O&M Plan, whichever is later. Each such payment shall be made by check payable to the Department of Environmental Conservation and shall be sent to:

Bureau of Program Management
Division of Environmental Remediation
New York State Department of Environmental Conservation
50 Wolf Road
Albany, NY 12233-7010

Personal service costs shall be documented by reports of Direct Personal Service, which shall identify the employee name, title, biweekly salary, and time spent (in hours) on the project during the billing period, as identified by an assigned time and activity code. Approved agency fringe benefit and indirect cost rates shall be applied. Non-personal service costs shall be summarized by category of expense (e.g., supplies, materials, travel, contractual) and shall be documented by expenditure reports.

B. Reimbursement by Volunteer of future State costs, which are incurred by the New York State Departments of Environmental Conservation and Health after the effective date of this Agreement as defined in Subparagraph XII.O. of this Agreement, is capped at Twenty Thousand (\$20,000.00) Dollars.

C. As provided for in Subparagraph XIII.C. of this Agreement, Volunteer can seek dispute resolution of reimbursement of State costs solely on the following grounds: (1) the cost documentation contains clerical errors; (2) the costs are not related to the Department's activities concerning the Site; or (3) the work for which reimbursement is sought was not necessary.

VII. Department Reservation of Rights

A. Except as provided in Subparagraph I.F of this Agreement and in any "no further action" letter issued under Subparagraph I.G of this Agreement, nothing contained in this Agreement shall be construed as barring, diminishing, adjudicating, or in any way affecting any of the Department's or Trustee's rights with respect to any party other than Volunteer.

B. Nothing contained in this Agreement shall prejudice any rights of the Department or Trustee to take any investigatory or remedial action it may deem necessary if Volunteer fails to comply with this Agreement or contamination other than Existing Contamination is encountered at the Site.

C. Nothing contained in this Agreement shall be construed to prohibit the Commissioner or his duly authorized representative from exercising any summary abatement powers.

D. Nothing contained in this Agreement shall be construed to affect the Department's right to terminate this Agreement at any time during its implementation if Volunteer fails to comply substantially with this Agreement's terms and conditions.

E. Except as otherwise provided in this Agreement, Volunteer specifically reserves all defenses Volunteer may have under applicable law respecting any Departmental assertion of remedial liability against Volunteer; and reserves all rights Volunteer may have respecting the enforcement of this Agreement, including the rights to notice, to be heard, to appeal, and to any other due process. The existence of this Agreement or Volunteer's compliance with this Agreement shall not be construed as an admission of liability, fault, or wrongdoing by Volunteer, and shall not give rise to any presumption of law or finding of fact which shall inure to the benefit of any third party.

VIII. Indemnification

Volunteer shall indemnify and hold the Department, the Trustee, the State of New York, and their representatives and employees harmless for all claims, suits, actions, damages, and costs of every name and description arising out of or resulting from the fulfillment or

attempted fulfillment of this Agreement by Volunteer and/or any of Volunteer's directors, officers, employees, servants, agents, successors, and assigns. Volunteer, however, shall not be obligated to indemnify the Department, the State of New York, and their representatives and employees for any liability arising from unlawful, willful, wanton or malicious acts, or acts constituting gross negligence by the Department, the State of New York, and their representatives and employees during the course of any activities conducted pursuant to and during the term of this Agreement..

IX. Notice of Sale or Transfer

A. Within 30 days after the effective date of this Agreement, Volunteer shall file the Notice of Agreement, which is attached to this Agreement as Exhibit "D," with the Nassau County Clerk to give all parties who may acquire any interest in the Site notice of this Agreement. Volunteer may terminate the Notice when the Department notifies Volunteer in writing pursuant to Subparagraph I.F.2 of this Agreement that the Department is satisfied with the Site-specific cleanup levels identified in, or to be identified in accordance with, the Work Plan have been reached and that the O&M Plan has been successfully implemented.

B. If Volunteer proposes to transfer the whole or any part of Volunteer's leasehold interest in the Site, Volunteer shall, not fewer than 60 days before the date of transfer, notify the Department in writing of the identity of the transferee and of the nature and proposed date of the transfer and shall notify the transferee in writing, with a copy to the Department, of the applicability of this Agreement.

X. Deed Restriction

A. Within 30 days of its receipt of the Department's notification pursuant to Subparagraph I.F.2 of this Agreement approving Volunteer's final engineering report and certification concerning the Work Plan, Volunteer shall record an instrument with the Nassau County Clerk, to run with the land, that:

1. shall prohibit the Site from ever being used for purposes other than of the Contemplated Use, as defined in Considering Clause 4.B. of this Agreement, without the express written waiver of such prohibition by the Department, or if at such time the Department shall no longer exist, any New York State department, bureau, or other entity replacing the Department.

2. shall provide that Volunteer, on behalf of itself and its successors and assigns, hereby consents to the enforcement by the Department, or if at such time the Department shall no longer exist, any New York State department, bureau, or other entity replacing the Department, of the prohibitions and restrictions that this Paragraph X requires to be recorded, and hereby covenants not to contest such enforcement.

B. Volunteer shall provide the Department with a copy of such instrument certified by the Nassau County Clerk to be a true and faithful copy of the instrument as recorded in the Office of the Nassau County Clerk.

XI. Communications

A. All written communications required by this Agreement shall be transmitted by United States Postal Service, by private courier service, or hand delivered.

1. Communication from Volunteer shall be sent to:

Joseph Jones
Project Manager
Bureau of Eastern Remedial Action
Division of Environmental Remediation
N.Y.S. Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010.

with copies to:

Chittibabu Vasudevan, Ph.D., P.E.
Chief, Remedial Section A.
Bureau of Eastern Remedial Action
Division of Environmental Remediation
N.Y.S. Dept. of Environmental Remediation
50 Wolf Road
Albany, New York 12233-7010

G. Anders Carlson, Ph.D.
Director, Bureau of Environmental
Exposure Investigation
New York State Department of Health
2 University Place
Albany, New York 12203

John F. Byrne, Esq.
Senior Attorney
N.Y.S. Dept. of Environmental Conservation
Division of Environmental Enforcement
200 White Plains Road - 5th. Floor
Tarrytown, New York 10591-5805

Copies of work plans and reports shall be submitted as follows:

One copy to:

Chittibabu Vasudevan, Ph.D., P.E.
Chief, Remedial Section A.
Bureau of Eastern Remedial Action
Division of Environmental Remediation
N.Y.S. Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

Three copies (one unbound) to:

Joseph Jones
Project Manager
Bureau of Eastern Remedial Action
Division of Environmental Remediation
N.Y.S. Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

Two copies to:

G. Anders Carlson, Ph.D.
Director, Bureau of Environmental
Exposure Investigation
New York State Department of Health
2 University Place
Albany, New York 12203

One copy to:

John F. Byrne, Esq.
Senior Attorney
N.Y.S. Dept. of Environmental Conservation
Division of Environmental Enforcement
200 White Plains Road - 5th. Floor
Tarrytown, New York 10591-5805

2. Communication to be made from the Department to Volunteer shall be sent to:

Louis J. Stans
Director of Engineering
Photocircuits Corporation
31 Sea Cliff Avenue
Glen Cove, New York 11542

Mark C. Pennington, Esq.
Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, N.Y. 10178-0060

B. The Department and Volunteer reserve the right to designate additional or different addressees for communication on written notice to the other given in accordance with this Paragraph XI.

XII. Miscellaneous

A. 1. By entering into this Agreement, Volunteer certifies that it has fully and accurately disclosed to the Department all information known to Volunteer and all information in the possession or control of Volunteer's officers, directors, employees, contractors, and agents which relates in any way to the contamination existing on the effective date of this Agreement or any past or potential future release of hazardous substances, pollutants, or contaminants at or from the Site and to their application for this Agreement. Volunteer also certifies that it has not caused or contributed to a release or threat of release of hazardous substances or pollutants or contaminants at, or from, the Site.

2. If the Department determines that information Volunteer provided and certifications made are not materially accurate and complete, this Agreement, within the sole discretion of the Department, shall be null and void, and the Department shall reserve all rights that it may have.

B. Volunteer shall retain professional consultants, contractors, laboratories, quality assurance/quality control personnel, and data validators acceptable to the Department to perform the technical, engineering, and analytical obligations required by this Agreement. The responsibility for the performance of the professionals retained by Volunteer shall rest solely with Volunteer.

C. The Department shall have the right to obtain split samples, duplicate samples, or both, of all substances and materials sampled by Volunteer, and the Department also shall have the right to take its own samples. Volunteer shall make available to the Department the results of all sampling and/or tests or other data generated by Volunteer with respect to implementation of this Agreement and shall submit these results in the progress reports required by this Agreement. Volunteer shall have the right to obtain split samples and/or a copy of analytical results of all substances and materials sampled by the Department.

D. Volunteer shall notify the Department at least five working days in advance of any field activities to be conducted pursuant to this Agreement.

E. 1. Except as provided herein, Volunteer shall obtain all permits, approvals or other authorizations necessary to perform Volunteer's obligations under this Agreement. If during the implementation of the Work Plan, Volunteer and the Department shall agree that it is not possible to sample in a location or locations described in the Work Plan, and the only practicable alternative for obtaining the data required by the Work Plan is to move the sample location(s) to public or utility-owned or controlled property immediately adjacent to the Site, Volunteer shall make diligent efforts to obtain the necessary easements, rights-of-way, or rights-of-entry for such relocated samples. If Volunteer is unable despite diligent efforts to obtain such permits, easements, rights-of-way, rights-of-entry, approvals or authorizations necessary to perform its obligations under this Agreement, then Volunteer shall promptly notify the Department and shall include in that notification a summary of the steps Volunteer has taken to obtain all necessary permits, easements, rights-of-way, rights-of-entry, approvals or authorizations.

2. In carrying out the activities identified in the Work Plan, the Department shall exempt Volunteer from the requirement to obtain any Department permit for any activity that is conducted on the Site and that satisfies all substantive technical requirements applicable to like activity conducted pursuant to a permit.

F. Volunteer, Volunteer's officers, directors, agents, servants, and employees (in the performance of their designated duties on behalf of Volunteer), and Volunteer's lessees, successors, and assigns shall be bound by this Agreement. Any change in ownership or corporate status of Volunteer including, but not limited to, any transfer of assets or real or personal property shall in no way alter Volunteer's responsibilities under this Agreement. Volunteer's officers, directors, employees, servants, and agents shall be obliged to comply with the relevant provisions of this Agreement in the performance of their designated duties on behalf of Volunteer.

G. Volunteer shall provide a copy of this Agreement to each contractor hired to perform work required by this Agreement and to each person representing Volunteer with respect to the Site and shall condition all contracts entered into in order to carry out the obligations identified in this Agreement upon performance in conformity with the terms of this Agreement. Volunteer or Volunteer's contractors shall provide written notice of this Agreement to all subcontractors hired to perform any portion of the work required by this Agreement. Volunteer shall nonetheless be responsible for ensuring that Volunteer's contractors and subcontractors perform the work in satisfaction of the requirements of this Agreement.

H. All references to "professional engineer" in this Agreement are to an individual registered as a professional engineer in accordance with Article 145 of the New York State Education Law. If such individual is a member of a firm, that firm must be authorized to offer professional engineering services in the State of New York in accordance with Article 145 of the New York State Education Law.

I. All references to "days" in this Agreement are to calendar days unless otherwise specified.

J. The paragraph headings set forth in this Agreement are included for convenience of reference only and shall be disregarded in the construction and interpretation of any of the provisions of this Agreement.

K. 1. No term, condition, understanding, or agreement purporting to modify or vary any term of this Agreement shall be binding unless made in writing and subscribed by the party to be bound. No informal advice, guidance, suggestion, or comment by the Department regarding any report, proposal, plan, specification, schedule, or any other submittal shall be construed as relieving Volunteer of Volunteer's obligation to obtain such formal approvals as may be required by this Agreement.

2. If Volunteer desires that any provision of this Agreement be changed, Volunteer shall make timely written application, signed by the Volunteer, to the Commissioner setting forth reasonable grounds for the relief sought. Copies of such written application shall be delivered or mailed to:

Chittibabu Vasudevan, Ph.D., P.E.
Chief, Remedial Section A.
Bureau of Eastern Remedial Action
Division of Environmental Remediation
N.Y.S. Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

Joseph Jones
Project Manager
Remedial Section A.
Bureau of Eastern Remedial Action
Division of Environmental Remediation
N.Y.S. Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

John F. Byrne, Esq.
Senior Attorney
Division of Environmental Enforcement
N.Y.S. Dept. of Environmental Conservation
200 White Plains Road - 5th. Floor
Tarrytown, New York 10591-5805

However, nothing in this Agreement shall be deemed to prohibit the Project Manager from authorizing Volunteer to make minor modifications in the work called for by the Work Plan (including, but not limited to changes in sample locations and well specifications), without Volunteer's first having received permission to do so from the Commissioner under this Subparagraph XII.K.2. Further, nothing in this Agreement shall be deemed to prohibit Volunteer from taking any actions in addition to those set forth in the Work Plan upon submission to, and receiving approval from, the Department of an amendment to the Work Plan for the additional work.

L. In undertaking the work required under this Agreement, Volunteer and its officers, directors, employees, representatives, agents, contractors and subcontractors are deemed for the purpose of ECL 27.1321.3 and any other similar provision of state or federal law, to be performing services related to cleanup or restorative work which is conducted pursuant to a contract with the Department.

M. The provisions of this Agreement do not constitute and shall not be deemed a waiver of any right Volunteer otherwise may have to seek and obtain contribution and/or indemnification from other potentially responsible parties or their insurers, or Volunteer's insurers, for payments made previously or in the future for response costs. To the extent authorized under 42 USC 9613 and any other applicable law, Volunteer shall not be liable for any claim, now or in the future, in the nature of contribution or indemnity by potentially responsible parties concerning the Existing Contamination. In any future action brought by Volunteer against a potentially responsible party under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the provision of 42 USC 9613(f)(3) shall apply. Volunteer specifically reserves all rights that it may have to assert claims against any of its insurers and/or potentially responsible parties with respect to the matters addressed in this Agreement, including, without limitation, claims for breach of contract, cost recovery, contribution, tortious conduct and indemnity.

N. Volunteer and Volunteer's employees, servants, agents, lessees, successors, and assigns hereby affirmatively waive any right they had, have, or may have to make a claim pursuant to Article 12 of the Navigation Law with respect to the Site, and further release and hold harmless the New York State Environmental Protection and Spill Compensation Fund from any and all legal or equitable claims, suits, causes of action, or demands whatsoever that any of same has or may have as a result of Volunteer's entering into or fulfilling the terms of this Agreement with respect to the Site.

O. The effective date of this Agreement shall be the date it is signed by the Commissioner or his designee.

XIII Dispute Resolution

A. Volunteer's failure to comply with any term of this Agreement constitutes a violation of this Agreement, subject to the provisions of Subparagraph XIII.B. with respect to disputes arising over the approvability by the Department of a submittal of Volunteer pursuant to Paragraph III of this Agreement, and subject to the provisions of Subparagraph XIII.C., with respect to disputes arising over the reimbursement by Volunteer of State costs pursuant to Paragraph VI of this Agreement.

B. 1. If the Department disapproves a revised submittal and no further revised submittal is made, or if the Department disapproves a second revised submittal, Volunteer shall be in violation of this Agreement unless, within 10 days of receipt of the Department's notice of disapproval, Volunteer serves on the Department a request for an appointment of an Administrative Law Judge ("ALJ"), and a written statement of the issues in dispute, the relevant facts upon which the dispute is based, and factual data, analysis or opinion supporting

its position, and all supporting documentation on which the Volunteer relies (hereinafter called the "Statement of Position"). The Department shall serve its Statement of Position, including supporting documentation, no later than ten (10) business days after receipt of Volunteer's Statement of Position. Volunteer shall have five (5) business days after receipt of the Department's Statement of Position within which to serve upon the Department a reply to the Department's Statement of Position, and in the event Volunteer serves such a reply, the Department shall have five (5) business days after receipt of Volunteer's reply to the Department's Statement of Position within which to serve upon Volunteer the Department's reply to Volunteer's reply to the Department's Statement of Position. In the event that the periods for exchange of Statements of Position and replies may cause a delay in the work being performed under this Agreement, the time periods may be shortened upon and in accordance with notice by the Department as agreed to by the Volunteer.

2. An administrative record of any dispute under this Subparagraph shall be maintained by the Department. The record shall include the Statement of Position of each party pursuant to Subparagraph XIII.B.1., and any relevant information. The record shall be available for review of all parties and the public. Upon review of the administrative record as developed pursuant to this Paragraph, the ALJ shall issue a final decision and order resolving the dispute. Volunteer shall revise the submittal in accordance with the Department's specific comments, as may be modified by the ALJ and except for those which have been withdrawn by the ALJ, and shall submit a revised submittal. The period of time within which the submittal must be revised as specified by the Department in its notice of disapproval shall control unless the ALJ revises the time frame in the ALJ's final decision and order resolving the dispute.

3. After receipt of the revised submittal, the Department shall notify Volunteer in writing of its approval or disapproval of the revised submittal. If the revised submittal fails to address the Department's specific comments, as may be modified by the ALJ, and the Department disapproves the revised submittal for this reason, Volunteer shall be in violation of this Agreement. In review by the ALJ of any dispute pursued under this Subparagraph, Volunteer shall have the burden of proving that there is no rational basis for the Department's decision.


4. The invocation of the procedures stated in this Subparagraph shall not extend, postpone, or modify Volunteer's obligations under this Agreement with respect to any disputed items, unless and until the Department agrees or a court determines otherwise. The invocation of the procedures stated in this Subparagraph shall constitute an election of remedies by Volunteer, and such election of this remedy shall constitute a waiver of any and all other remedies which may otherwise be available to Volunteer regarding the issue in dispute. Volunteer's rights granted pursuant to Article 78 of the Civil Practice Law and Rules (CPLR) of New York are unaffected by the provisions of this Subparagraph.

C. 1. The dispute resolution procedure of this Subparagraph, which pertains to Paragraph VI (Payment of State Costs), applies to payment of State costs solely on the following grounds: (1) the cost documentation contains clerical errors; (2) the costs are not related to the Department's activities concerning the Site; or (3) the work for which reimbursement is sought was not necessary.

2. If within 30 days after receipt of an itemized invoice from the Department for reimbursement of State costs as called for in Paragraph VI (Payment of State Costs) of this Agreement, Volunteer fails to pay the sum indicated in said itemized invoice solely for any or all of the reasons enumerated in Subparagraph XIII.C.1. of this Agreement, Volunteer shall be in violation of this Agreement, unless, within thirty (30) days of receipt of said itemized invoice, Volunteer requests to meet with the Director of Environmental Remediation ("the Director") in order to discuss Volunteer's basis for its refusal to pay said itemized invoice, and Volunteer is available to meet immediately thereafter. At this meeting, Volunteer shall be given an opportunity to present its objections to the payment of said itemized invoice, and the Director shall have the authority to modify and/or withdraw said itemized invoice. If the Volunteer subsequently fails to pay said itemized invoice in the amount and within the time period for payment determined by the Director, then Volunteer shall be in violation of this Agreement.

3. The invocation of the formal dispute resolution procedures under this Subparagraph shall not of itself extend, postpone or affect in any way any of Volunteer's obligations under this Agreement. The invocation of the procedures stated in this Subparagraph shall constitute an election of remedies by Volunteer, and such election of this remedy shall constitute a waiver of any and all other remedies which may otherwise be available to Volunteer regarding the issue in dispute. Volunteer's rights granted pursuant to Article 78 of the Civil Practice Law and Rules (CPLR) of New York are unaffected by the provisions of this Subparagraph.

DATED:


JOHN P. CAHILL, ~~ACTING~~ COMMISSIONER
NEW YORK STATE DEPARTMENT
OF ENVIRONMENTAL CONSERVATION AND
TRUSTEE OF THE STATE'S NATURAL
RESOURCES

CONSENT BY VOLUNTEER

Photocircuits Corporation

Volunteer hereby consents to the issuing and entering of this Agreement, waives Volunteer's right to a hearing herein as provided by law, and agrees to be bound by this Agreement.

By: _____

Title: _____

Date: _____

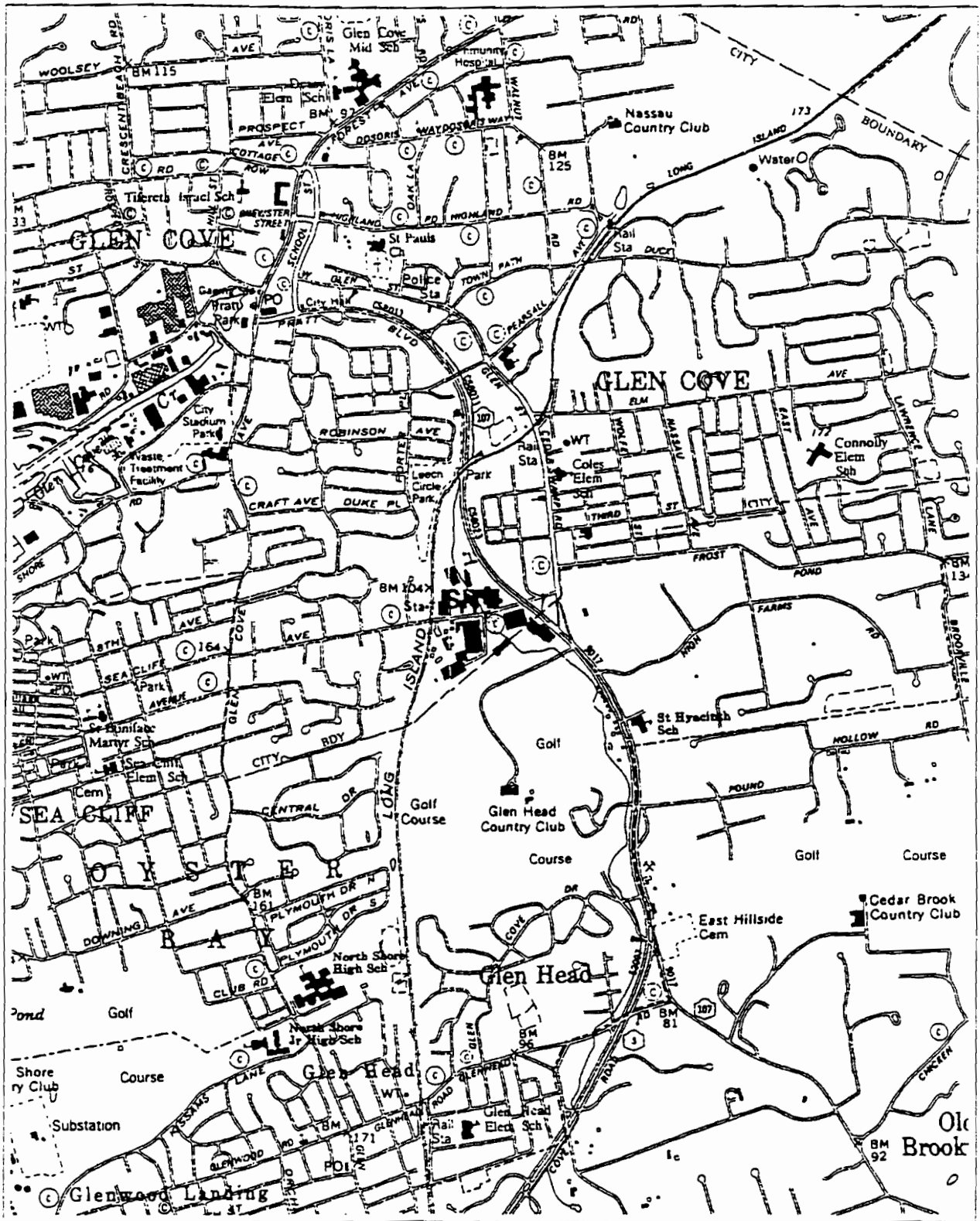
STATE OF NEW YORK)
) s.s.:
COUNTY OF)

On this _____ day of _____, 1997, before me personally came _____ to me known, who being duly sworn, did depose and say that he/she resides in _____; that he/she is _____ of the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name on behalf of _____ and was authorized to do so.

Notary Public

EXHIBIT "A"

Map of Site



Site Location Map

130053A Pass and Seymour
 NYSDOT Planimetric Quadrangle(s):
 HICKSVILLE, SEA CLIFF



Scale 1:24,000
 April 09, 1997

EXHIBIT "B"

Department-Approved Work Plan

EXHIBIT "C"

Assignable Release and Covenant Not To Sue

[On Department Letterhead]

[Insert Date]

To whom it may concern:

Unless otherwise specified in this letter, all terms used herein shall have the meaning assigned to them under the terms of the Voluntary Agreement entered into between the New York State Department of Environmental Conservation (the "Department") and Photocircuits Corporation ("Volunteer"), Index No. W1-0771-96-07 (the "Agreement").

The Department is pleased to report that the Department is satisfied that the Department-approved Work Plan to implement a response program at the parcel of land located at 45 Sea Cliff Avenue, Glen Cove, Nassau County, with Tax Map Numbers of Section 21, Block S, Lots 844, 895A, 895B, 896, 897 and 898, and with a map attached hereto as Appendix "A" (the "Site"), has been successfully implemented. So long as no information has been withheld from the Department or mistake made as to the hazard posed by any Site-related compound or analyte of concern, the Department believes that no further investigation or response will be required at the Site respecting the Existing Contamination to render the Site safe to be used for the Contemplated Use, as defined in Considering Clause 4.B. of the Agreement.

Assignable Release and Covenant Not To Sue:

The Department and the Trustee of New York State's natural resources ("Trustee"), therefore, hereby release, covenant not to sue, and shall forbear from bringing any action, proceeding, or suit against Volunteer, Volunteer's lessees, sublessees, successors, and assigns, and their respective secured creditors, for the further investigation or remediation of the Site, or for natural resource damages, based upon the release or threatened release at the Site of Existing Contamination; provided that (a) timely payments of the amounts specified in Paragraph VI of the Agreement continue to be, or have been, made to the Department; (b) appropriate notices and deed restrictions have been recorded in accordance with Paragraphs IX and X of the Agreement, and Volunteer and/or its lessees, sublessees, successors, or assigns promptly commence and diligently pursue to completion the Department-approved O&M Plan, if any. Nevertheless, the Department and the Trustee hereby reserve all of their respective rights concerning, and such release, covenant not to sue, and forbearance shall not extend to, any further investigation or remedial action the Department deems necessary:

- due to offsite migration of petroleum resulting in impacts to environmental resources, to human health, or to other biota that are not inconsequential, irrespective of whether the information available to Volunteer and the Department at the time of the development of the Work Plan disclosed the existence or potential existence of such off-Site migration;

- due to environmental conditions related to the Site that were unknown to the Department at the time of its approval of the Work Plan which indicate that Site conditions are not sufficiently protective of human health and the environment for the Contemplated Use, as defined in Considering Clause 4.B. of the Agreement;

- due to information received, in whole or in part, after the Department's approval of the final engineering report and certification, which indicates that the activities carried out in accordance with the Work Plan are not sufficiently protective of human health and the environment for the Contemplated Use, as defined in Considering Clause 4.B. of the Agreement;

- due to Volunteer's failure to implement the Agreement to the Department's satisfaction; or

- due to fraud or mistake committed by Volunteer in demonstrating that the Site-specific cleanup levels identified in, or to be identified in accordance with, the Work Plan were reached.

Additionally, the Department and the Trustee hereby reserve all of their respective rights concerning, and any such release, covenant not to sue, and forbearance shall not extend to:

- Volunteer if it causes a, or suffers the, release or threat of release, at the Site of any hazardous substance (as that term is defined at 42 USC 9601[14]) or petroleum (as that term is defined in Navigation Law § 172[15]), other than Existing Contamination, after the effective date of the Agreement; or if it causes a, or suffers the use of the Site to, change from the Contemplated Use, as defined in Considering Clause 4.B. of the Agreement, to one requiring a lower level of residual contamination before that use can be implemented with sufficient protection of human health and the environment; nor to

- any of Volunteer's lessees, sublessees, successors, or assigns who causes a, or suffers the, release or threat of release, at the Site of any hazardous substance (as that term is defined at 42 USC 9601[14]) or petroleum (as that term is defined in Navigation Law § 172[15]), other than Existing Contamination, after the effective date of the Agreement; who causes a, or suffers the use of the Site to, change from the Contemplated Use, as defined in Considering Clause 4.B. of the Agreement, to one requiring a lower level of residual

contamination before that use can be implemented with sufficient protection of human health and the environment; or who is otherwise a party responsible under law for the remediation of the Existing Contamination independent of any obligation that party may have respecting same established resulting solely from the Agreement's execution.

Notwithstanding the above, however, with respect to any claim or cause of action asserted by the Department, the one seeking the benefit of this release shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributable solely to Existing Contamination.

Notwithstanding any other provision in this release, if with respect to the Site there exists or may exist a claim of any kind or nature on the part of the New York State Environmental Protection and Spill Compensation Fund against any party, nothing in this release shall be construed, or deemed, to preclude the State of New York from recovering such claim.

In conclusion, the Department is pleased to be part of this effort to return the Site to productive use of benefit to the entire community.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL
CONSERVATION AND TRUSTEE OF NEW YORK STATE'S
NATURAL RESOURCES

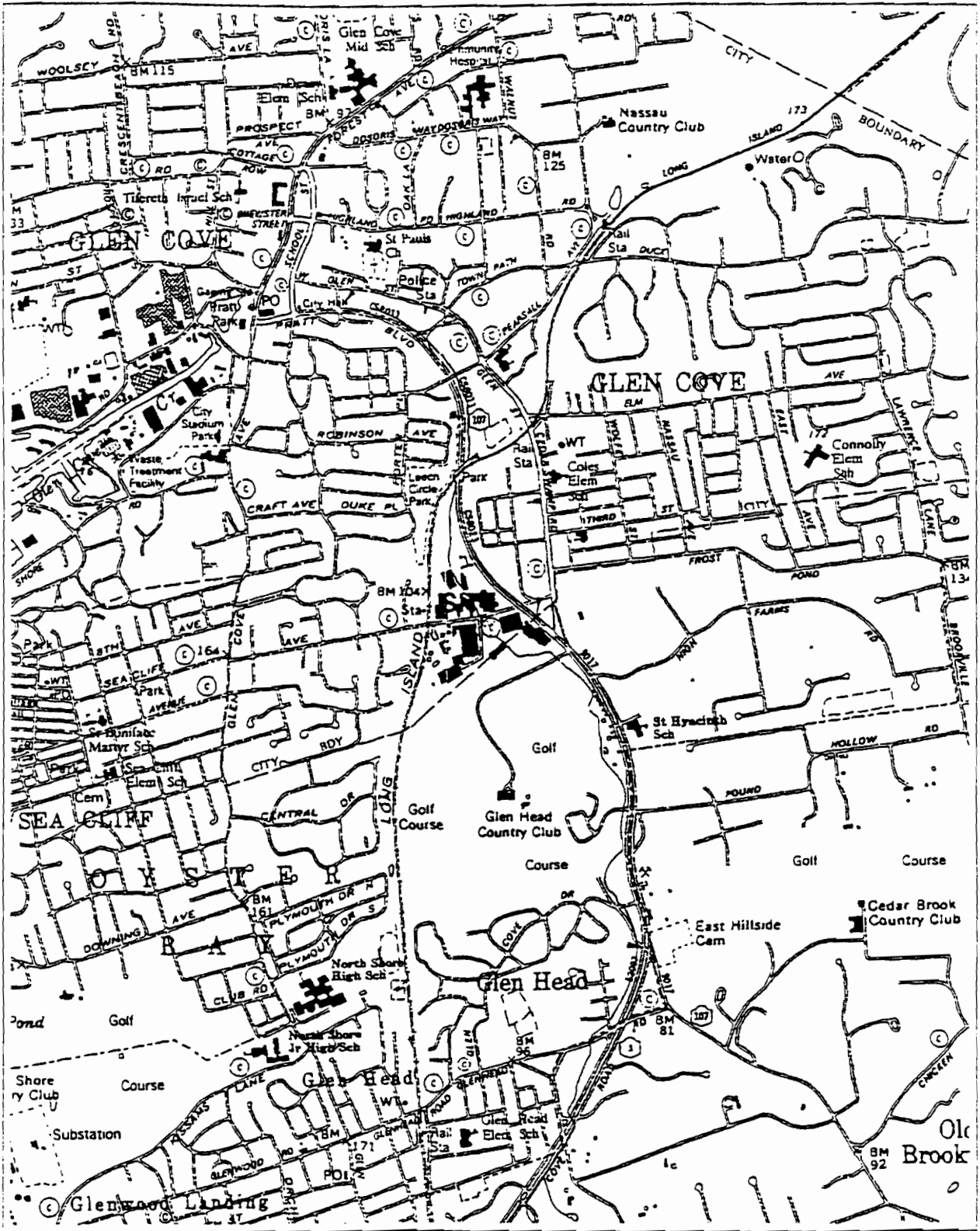
By: _____

Its: _____

Appendix "A"

(to Exhibit "C")

Map of the Site



Site Location Map

130053A Pass and Seymour
 NYSDOT Planimetric Quadrangle(s):
 HICKSVILLE, SEA CLIFF

0 500 1000 1500 2000



FEET



Scale 1:24,000

April 09, 1997

Exhibit "D"

NOTICE OF AGREEMENT

This Notice is made as of the ____ day of _____, 1997 by Photocircuits Corporation, for a parcel of real property located at 45 Sea Cliff Avenue, Glen Cove, Nassau County, New York, with Tax Map Numbers Section 21, Block S, Lots 844, 895A, 895B, 896, 897 and 898, more particularly described on Appendix "A" attached hereto (the "Property"); and

WHEREAS, Photocircuits Corporation, by authorized signature, entered into an administrative Agreement with the Department, Index # W1-0771-96-07 (the "Agreement"), concerning the remediation of contamination present on the Property and characterized to determine its nature and extent (the "Existing Contamination"), which Agreement was signed by the Acting Commissioner of Environmental Conservation on _____, 1997; and

WHEREAS, in return for the remediation of the Property pursuant to the Agreement to the satisfaction of the Department, the Department will provide Photocircuits Corporation, and its lessees and sublessees and its successors and assigns, including their respective secured creditors, with a release, covenant not to sue, and forbearance from bringing any action, proceeding, or suit related to the Site's further investigation or remediation based upon the release or threatened release of Existing Contamination, subject to certain reservations set forth in the Agreement; and

WHEREAS, pursuant to the Agreement, Photocircuits Corporation agreed that it would give notice of the Agreement to all parties who may acquire any interest in the Property by filing this Notice with the Nassau County Clerk,

NOW, THEREFORE, Photocircuits Corporation, for itself, its successors and its assigns declares that:

1. This Notice of the Agreement is hereby given to all parties who may acquire any interest in the Property.

2. This Notice shall terminate upon the filing by Photocircuits Corporation, or its successors and assigns, of a termination of notice of Agreement after having first received approval to do so from the New York State Department of Environmental Conservation.

IN WITNESS WHEREOF, Photocircuits Corporation has executed this Notice of Agreement by its duly authorized representative.

Photocircuits Corporation

Dated: _____, 1997

By: _____

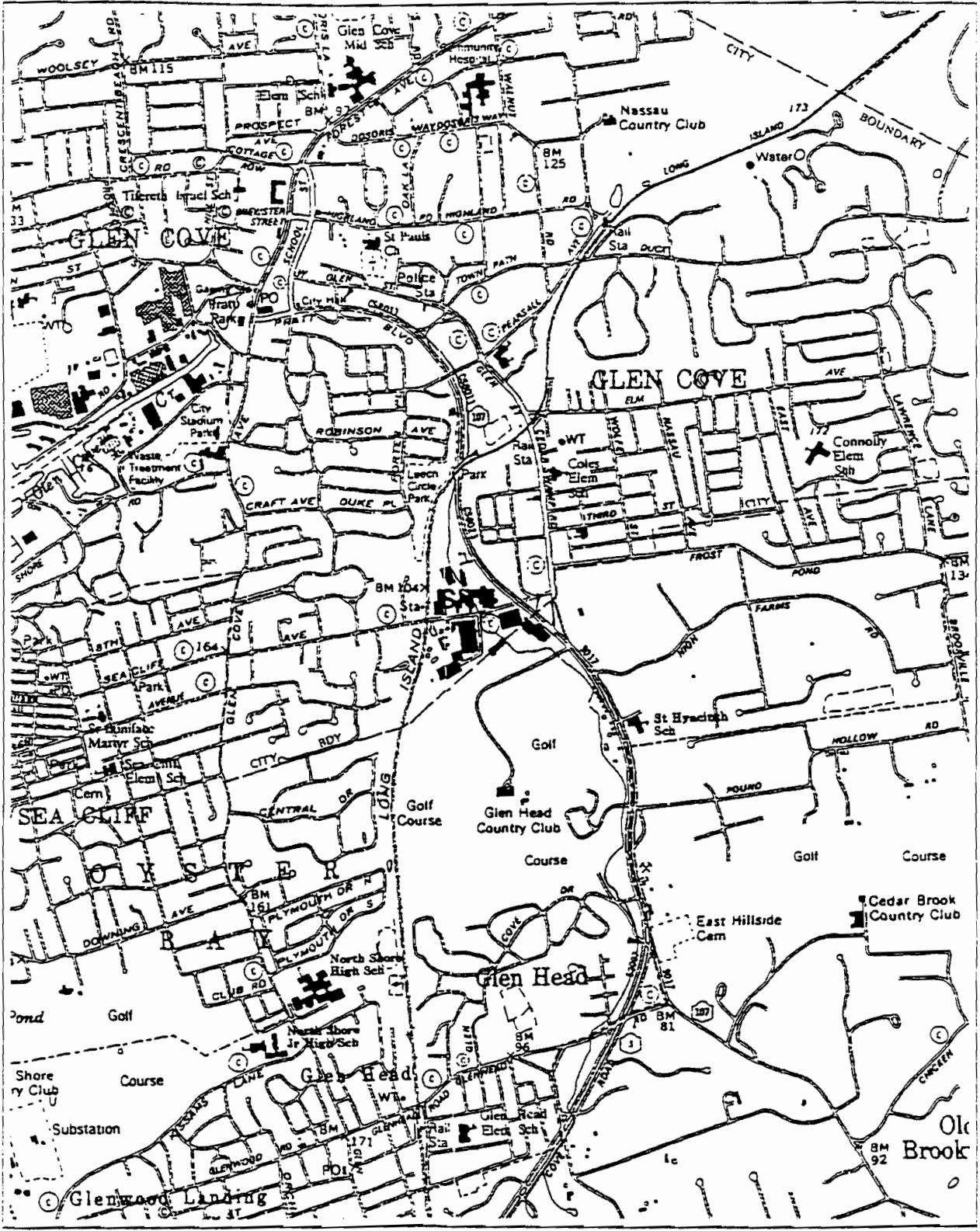
Its: _____

[acknowledgment]

Appendix "A"

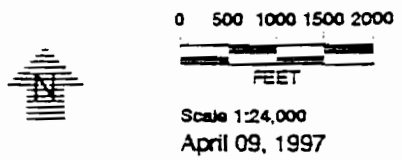
(to Exhibit "D")

Map of the Property

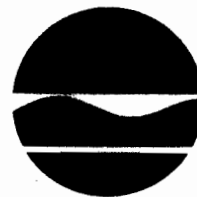


Site Location Map

130053A Pass and Seymour
 NYSDOT Planimetric Quadrangle(s):
 HICKSVILLE, SEA CLIFF




New York State Department of Environmental Conservation
50 Wolf Road, Albany, New York 12233-7010



John P. Cahill
Acting Commissioner

MEMORANDUM

TO: Dennis Farrar
FROM: Joseph Jones 
SUBJECT: Environmental Notice Bulletin Entry
DATE: April 11, 1997



Attached is notice of a proposed Voluntary Cleanup Agreement between the Department and Alpha Forty Five L.L.C. for the Pass and Seymour site, #1-30-053A on the New York State registry of Inactive Hazardous Waste Disposal Sites. Please put the notice in the April 23, 1997 bulletin. For your convenience, a disk in W.P. 6.0 with the appropriate file (vca) is provided.

att.

cc: S. Ervolina
C. Vasudevan
J. Byrne, NYSDEC Region 3.

VOLUNTARY CLEANUP AGREEMENT

Nassau County - The New York State Department of Environmental Conservation and Alpha Forty-Five L.L.C. are negotiating a Voluntary Cleanup Agreement for the Pass and Seymour site, #1-30-053A on the New York State Registry of Inactive Hazardous Waste Disposal Sites, located at 45 Sea Cliff Avenue in Glen Cove N.Y..

Pass and Seymour Inc. commenced operations at the property in 1988, using the site for the manufacture of injection moulded plastics. Slater Electric owned the property prior to its purchase by Pass and Seymour and had produced similar products at the site for more than 20 years.

Operations at the property have included plastic injection molding, metal stamping, component assembly, packing and shipping. Alpha Forty-Five, L.L.C. purchased the property in May of 1996, at which time the property was already on the New York State Registry of Inactive Hazardous Waste Disposal Sites as a Class 2 site.

A thirty day comment period will extend from April 23, 1997 to May 23, 1997. Comments from local public officials and the general public are requested and should be sent to Joseph G. Jones, Senior Engineering Geologist, New York State Department of Environmental Conservation, Rm. 242, 50 Wolf Road, Albany, N.Y. 12233. Mr. Jones may be reached at (518) 457 -1708. A public information meeting on the voluntary cleanup workplan will be held in the spring of 1997. The public will be notified of the meeting date and location shortly.

New York State Department Of Environmental Conservation
Division of Environmental Enforcement
200 White Plains Road - 5th Floor
Tarrytown, N.Y. 10591-5805
Telephone: (914) 332-1835, Ext. 317



John P. Cahill
Acting Commissioner

VIA AIRBORNE

March 12, 1997

Mark C. Pennington, Esq.
Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, New York 10178-0060



Re: Pass and Seymour, Inc.
Site # 130053A.

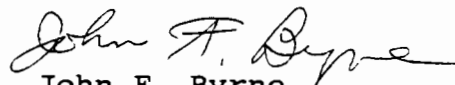
Dear Mr. Pennington:

First of all, I spoke to Chittibabu Vasudevan ("Vasu") yesterday and he informed me that Joe Jones had sent by facsimile to your client the Department's comments on the Work Plan for both the Photocircuits Corporation and Pass and Seymour, Inc. Sites. Vasu also advised me that there was only one (1) page of comments, so hopefully there will not be a great deal of negotiation regarding the Work Plan for either Site. You also mentioned to me over the telephone that our meeting at Photocircuits Corp. on Tuesday, March 18, 1997 was now scheduled to begin at 1:00 P.M. I have informed both Vasu and Joe Jones of this start time so if I am incorrect please contact me immediately with the correct starting time.

Attached is a Final Draft Voluntary Cleanup Agreement for the Pass and Seymour, Inc. Site. The portions of the Agreement in boldfaced type are additions and/or revisions made to the Agreement by the Department subsequent to the earlier version of the Agreement that I sent to you months ago.

Please feel free to call me at (914) 332-1835, Ext. 317 if you have any questions regarding the above. I look forward to meeting with you on March 18, 1997.

Very truly yours,


John F. Byrne
Senior Attorney

cc: E. Devine (DEE, Tarrytown)
C. Vasudevan (DER, Central Office) ✓
J. Jones (DER, Central Office)

FINAL DRAFT

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

In the Matter of the
Implementation of a
Response Program for
Pass and Seymour, Inc.
by

AGREEMENT

INDEX NUMBER: W1-0771-96-07

Photocircuits Corporation,

Volunteer.

Site # 130053A

CONSIDERING,

1. The New York State Department of Environmental Conservation (the "Department") is responsible for enforcement of the Environmental Conservation Law of the State of New York ("ECL"). This Agreement is entered into pursuant to the Department's authority under that law and constitutes an administrative settlement for purposes of 42 USC 9613(f).
2.
 - A. The property which is the subject of this Agreement is located at 45 Sea Cliff Avenue, Glen Cove, Nassau County, New York (hereinafter referred to as the "Site"). The Site is located on the south side of Sea Cliff Avenue in the Sea Cliff Industrial Area. **The Tax Map Numbers for the Site are Section 21, Block S, Lots 844, 895A, 895B, 896, 897 and 898.** Exhibit "A" of this Agreement is a map of the Site showing its general location.
 - B. The Preliminary Site Assessment (PSA), completed in 1994, confirmed the presence of Tetrachloroethylene (PCE) in the soil and groundwater exceeding the New York State Class GA standard. This contamination continues to exist at the present time (the "Existing Contamination").
3. Photocircuits Corporation ("Volunteer") is a corporation organized and existing under the laws of the State of New York, with offices at 31 Sea Cliff Avenue, Glen Cove, Nassau County, New York. Photocircuits Corporation conducted a Preliminary Site Investigation at the Site in August 1996 to verify and update the results of previous investigations. Photocircuits Corporation has submitted the results of this Preliminary Site Investigation to the Department.
4.
 - A. Alpha Forty-Five L.L.C. is the current owner of the Site with an office at 31 Sea Cliff Avenue, Glen Cove, Nassau County, New York. Alpha Forty-Five L.L.C. has been the Site owner since May 9, 1996.
 - B. The Site has been used for industrial purposes. The former owners of the property, Enal Development Corp., Pass and Seymour, Inc., and Slater Electric, Inc. were

engaged in the manufacture of electric components, switches, outlets and wall boxes, and performed a manufacturing process involving injection molding of plastic components. Volunteer intends to continue utilizing the property for industrial purposes in the future.

C. Volunteer represents, and for the purposes of this Agreement, the Department relies on those representations, that Volunteer's involvement with the Site and with the facility on the Site is limited to the following: **Volunteer has not yet taken title to the Site, has not previously owned or operated the Site, and is not otherwise responsible under law to remediate the Existing Contamination.**

5. The Department has the power, *inter alia*, to provide for the prevention and abatement of all water, land, and air pollution. ECL 3-0301.1.i.

6. A. The Department alleges that the Site as an inactive hazardous waste disposal site, as that term is defined at ECL 27-1301.2. The Department has classified the Site with a Classification "2" pursuant to ECL 27-1305.4.b.

B. ECL 27-1313.3 provides that the Department shall be responsible for inactive hazardous waste disposal site remedial programs, except as provided in Section 1389-b of the Public Health Law. ECL 27-1313.3.a provides that whenever the Commissioner of Environmental Conservation finds that hazardous wastes at an inactive hazardous waste disposal site constitute a significant threat to the environment, he may order the owner of such site and/or any person responsible for the disposal of hazardous wastes at such site (I) to develop an inactive hazardous waste disposal site remedial program, subject to the approval of the Department, at such site, and (ii) to implement such program within reasonable time limits specified in the order.

C. The regulations implementing ECL Article 27, Title 13 authorize at 6 NYCRR 375-1.2(e)(2)(ii) the proponents of any activity to demonstrate to the Department that such activity will not have the effect described in 6 NYCRR 375-1.2(e)(2)(I) by such demonstration as the Department may find acceptable.

D. Volunteer wishes to enter into this Agreement in order to ensure, and the Department hereby determines that this Agreement constitutes a demonstration, that the response action undertaken under this Agreement will be in compliance with the ECL and will not:

1. prevent or interfere significantly with any proposed, ongoing or completed remedial program at the Site, or

2. expose the public health or the environment to a significantly increased threat of harm or damage.

7. A. Volunteer also wishes to enter into this Agreement in order to resolve its potential liability for remediating the Existing Contamination as an operator under ECL Article 27, Title 13. The Department finds that such resolution, undertaken in accordance with the terms of this Agreement, is in the public interest.

B. Volunteer, desirous of implementing a response program acceptable to the Department sufficient to allow Volunteer to proceed with its plans to use the Site for the Contemplated Use, consents to the terms and conditions of this Agreement.

8. The Department published a notice of proposed entry into this Agreement in the [date] issue of the Department's Environmental Notice Bulletin and provided written notice to [identify the various local governments notified] of the proposed entry of this Agreement and solicited comments from the public and from those local governments on this Agreement, including the remedial work plan for the Site. The Department received no comments.

9. The Department and Volunteer agree that the goals of this Agreement are:

A. for Volunteer to, (i) implement the Department-approved remedial work plan pertaining to the Site; and (ii) reimburse the State's administrative costs as provided in this Agreement, and

B. for the Department and the Trustee of New York State's natural resources (the "Trustee") to release Volunteer and its successors and assigns, under the conditions set forth in this Agreement, from any and all claims, actions, suits, and proceedings by the Department or by the Trustee, which may arise under any applicable law as a result of the Existing Contamination.

10. Volunteer, without the admission, adjudication or finding of liability or any issue of law or fact, agrees to be bound by the terms of this Agreement. Volunteer consents to and agrees not to contest the authority or jurisdiction of the Department to enter into or enforce this Agreement, and agrees not to contest the validity of this Agreement or its terms.

IN CONSIDERATION OF AND IN EXCHANGE FOR THE DEPARTMENT'S RELEASE AND COVENANT NOT TO SUE SET FORTH IN THIS AGREEMENT AND FOR THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, VOLUNTEER AGREES TO THE FOLLOWING:

I. Performance and Reporting of the Work Plan

A. Within 30 days after the effective date of this Agreement, Volunteer shall commence implementation of the remedial work plan (the "Work Plan") attached to this Agreement and made a part of it as Exhibit "B".

B. 1. Volunteer shall carry out the Work Plan in accordance with its terms.

2. **The parties agree that the Work Plan will be modified in the event that contamination previously unknown or inadequately characterized is encountered during the Work Plan's implementation and that such modification(s) shall appear in Exhibit "B-1", and all references to "Work Plan" in this Agreement shall refer to the one contained in Exhibit "B-1". However, if after goodfaith negotiations, Volunteer and the Department cannot agree upon modifications to the Work Plan, then except with respect to Volunteer's obligations under Paragraphs VI and VIII of this Agreement, this Agreement shall terminate effective the date of the Department's written notification to Volunteer that negotiations have failed to develop an acceptable modification to the Work Plan; Volunteer shall not leave the Site in a condition, from the perspective of human health and environmental protection, worse than that which prevailed before remedial activities were commenced; and (except with respect to the Department's right to enforce the obligations of Volunteer previously described in this sentence) both parties retain whatever rights they may have had respecting each other as they had before the effective date of this Agreement.**

3. **Volunteer shall notify the Department of any significant difficulties that may be encountered in implementing the Work Plan, any Department-approved modification to the Work Plan, or any Department-approved detail, document, or specification prepared by or on behalf of Volunteer pursuant thereto and shall not modify any obligation unless first approved by the Department.**

C. During implementation of all construction activities identified in the Work Plan, Volunteer shall have on-Site a full-time representative who is qualified to supervise the work done.

D. In accordance with the schedule contained in the Work Plan, as may be modified by agreement between the parties, Volunteer shall submit to the Department a final engineering report. The final engineering report shall include a detailed post-remedial operation and maintenance plan ("O&M Plan"), to the extent necessary; "as-built" drawings showing all changes made during construction, to the extent necessary; and a certification that all activities were completed in full accordance with the Work Plan, any Department-approved modification to the Work Plan, any Department-approved detail, document, or specification prepared by or on behalf of Volunteer pursuant thereto, and this Agreement. The O&M Plan, "as built" drawings, final engineering report, and certification must be prepared, signed, and sealed by a professional engineer.

E. Should post-remedial operation and maintenance prove to be necessary, upon the Department's approval of the O&M Plan, Volunteer shall implement the O&M Plan in accordance with the schedule and requirements of the Department-approved O&M Plan.

F. 1. i. Within 60 days after receipt of the final engineering report and certification, the Department shall notify Volunteer in writing whether the Department is satisfied with the implementation of the Work Plan, **any Department-approved detail, document, or specification prepared by or on behalf of Volunteer pursuant thereto, and this Agreement.**

ii. **Within 60 days after completion of the Department-approved O&M Plan, if any, Volunteer shall submit to the Department a final engineering report and certification that the post-remedial operation and maintenance activities identified in the Department-approved O&M Plan were implemented in accordance with that plan. The Department shall notify Volunteer whether it is satisfied with the O&M Plan's implementation.**

2. Upon being satisfied that the Site-specific cleanup levels identified in, or to be identified in accordance with, the Work Plan have been reached, the Department shall notify Volunteer in writing of its satisfaction and, except for the reservations identified below, the Department **and the Trustee** release, covenant not to sue, and shall forbear from bringing any action, proceeding, or suit against Volunteer for the further investigation and remediation of the Site, **or for natural resources damages**, based upon the release or threatened release of any Existing Contamination, provided that (a) timely payments of the amounts specified in Paragraph VI of this Agreement continue to be or have been made to the Department, **(b) appropriate notices and deed restrictions have been recorded in accordance with Paragraphs IX and X of this Agreement**, and (c) Volunteer and/or its lessees, sublessees, successors, or assigns promptly commence and diligently pursue to completion the Department-approved O&M Plan, if any. Nonetheless, the Department **and the Trustee** hereby reserve all of **their respective** rights concerning, and such forbearance shall not extend to, any further investigation or remedial action the Department deems reasonably necessary:

i. **due to off-Site migration of contaminants other than petroleum resulting in impacts to environmental resources, to human health, or to other biota that are not inconsequential and to off-Site migration of petroleum, irrespective of whether the information available to Volunteer and the Department at the time of the development of the Work Plan disclosed the existence or potential existence of such off-Site migration;**

ii. **due to environmental conditions related to the Site that were unknown to the Department at the time of its approval of the Work Plan which indicates that Site conditions are not sufficiently protective of human health and the environment for the Contemplated Use;**

iii. due to information received, in whole or in part, after the Department's approval of the final engineering report and certification, which indicates that the activities carried out in accordance with the Work Plan are not sufficiently protective of human health and the environment for the Contemplated Use;

iv. due to Volunteer's failure to implement this Agreement to the Department's satisfaction; or

v. due to fraud or mistake committed by Volunteer in demonstrating that the Site-specific cleanup levels identified in, or to be identified in accordance with, the Work Plan were reached.

Additionally, the Department **and the Trustee** hereby reserve all of **their respective** rights concerning, and any such release, covenant not to sue, and forbearance shall not extend to, any further investigation or abatement it deems necessary to be undertaken in the event that Volunteer causes or suffers the release or threat of release at the Site of any hazardous substance (as that term is defined at 42 USC 9601[14]) or petroleum (as that term is defined in Navigation Law §172[15]) after the effective date of this Agreement; or Volunteer causes a, or suffers the use of the Site to, change from the Contemplated Use to one requiring a lower level of residual contamination before that use can be implemented with sufficient protection of human health and the environment.

3. Notwithstanding any other provision in this Agreement, if with respect to the Site there exists or may exist a claim of any kind or nature on the part of the New York State Environmental Protection and Spill Compensation Fund against any party, nothing in this Agreement shall be construed, or deemed, to preclude the State of New York from recovering such claim.

G. If the Department is satisfied with the implementation of the Work Plan and Department-approved design, the Department shall provide Volunteer with a separate written "no further action" letter substantially similar to the model letter attached to this Agreement and incorporated in this Agreement as Exhibit "C."

H. 1. Notwithstanding any other provision of this Agreement, with respect to any claim or cause of action asserted by the Department **or the Trustee**, the one seeking the benefit of the forbearance, covenant not to sue, or release set forth in Subparagraph I.F or in a "no further action" letter issued under Subparagraph I.G of this Agreement shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributable solely to Existing Contamination.

2. Except as above provided in Subparagraph I.F of this Agreement and in the "no further action" letter issued under Subparagraph I.G of this Agreement, nothing in this Agreement is intended as a release, forbearance, or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the Department, **the Trustee**, or the State of New York may have against any person, firm, corporation, or other entity not a party to this Agreement. In addition, notwithstanding any other provision in this Paragraph I of this Agreement, the forbearance, covenant not to sue, and release described in Subparagraph I.F and **in the "no further action"** letter issued under Subparagraph I.G of this Agreement shall not extend to parties that were responsible under law before the effective date of this Agreement to address the Existing Contamination.

II. Progress Reports

A. Volunteer shall submit to the parties identified in Subparagraph XI.A.1 in the numbers specified therein copies of written quarterly progress reports that:

1. describe the actions which have been taken toward achieving compliance with this Agreement during the previous quarter;
2. include all results of sampling and tests and all other data received or generated by Volunteer or Volunteer's contractors or agents in the previous quarter, including quality assurance/quality control information, whether conducted pursuant to this Agreement or conducted independently by Volunteer;
3. identify all work plans, reports, and other deliverables required by this Agreement that were completed and submitted during the previous quarter;
4. describe all actions, including, but not limited to, data collection and implementation of the Work Plan, that are scheduled for the next quarter and provide other information relating to the progress at the Site;
5. include information regarding percentage of completion, unresolved delays encountered or anticipated that may affect the future schedule for implementation of Volunteer's obligations under the Agreement, and efforts made to mitigate those delays or anticipated delays; and
6. include any modifications to the Work Plan that Volunteer has proposed to the Department and any that the Department has approved.

B. Volunteer shall submit these progress reports to the Department by the tenth day of every quarter following the effective date of this Agreement and Volunteer's obligation to submit the progress reports shall terminate upon its receipt of the written satisfaction notification identified in Subparagraph I.F of this Agreement **approving Volunteer's final engineering report and certification concerning the Work Plan's implementation. However, Volunteer shall continue to submit reports concerning the implementation of any O&M Plan that may be required under this Agreement, in accordance with the Plan's requirements.**

C. Volunteer also shall allow the Department to attend, and shall provide the Department at least five days advance notice of, any of the following: prebid meetings, job progress meetings, substantial completion meeting and inspection, and final inspection and meeting, provided, however, that Volunteer shall not be required under this Agreement to submit any portions of records and/or information that would disclose privileged mental impressions, conclusions, opinions, or legal theories, as provided for by applicable New York law.

III. Review of Submittals

A. 1. The Department shall review each of the submittals Volunteer makes pursuant to this Agreement to determine whether it was prepared, and whether the work done to generate the data and other information in the submittal was done, in accordance with this Agreement and generally accepted technical and scientific principles. The Department shall notify Volunteer in writing of its approval or disapproval of the submittal. All Department-approved submittals shall be incorporated into and become an enforceable part of this Agreement.

2. i. If the Department disapproves a submittal, except with respect to the final engineering report and certification (in which case the period shall be 60 days), it shall so notify Volunteer in writing and shall specify the reasons for its disapproval within 30 days after its receipt of the submittal and may request Volunteer to modify or expand the submittal; provided, however, that the matters to be addressed by such modification or expansion are within the specific scope of work as described in the Work Plan. Within 30 days after receiving written notice that Volunteer's submittal has been disapproved, Volunteer shall make a revised submittal to the Department which endeavors to address and resolve all of the Department's stated reasons for disapproving the first submittal.

ii. After receipt of the revised submittal, the Department shall notify Volunteer in writing within 30 days of its approval or disapproval. If the Department disapproves the revised submittal, Respondent may notify the Department within 10 days of receipt of notification of disapproval from the Department that it will further revise the submittal and Respondent may submit one further revised submittal within 21 days of receipt of notification of disapproval from the Department. If the Department disapproves the

revised submittal, and no further revised submittal is made, or if the Department disapproves the further revised submittal once made, unless Respondent requests within 10 days of receipt of notice of the Department's disapproval of the revised submittal or further revised submittal, an opportunity to respond to the Department's objections pursuant to the dispute resolution procedure in Subparagraph XIII.B., Respondent may be held in violation of this Agreement and the Department may take any action or pursue whatever rights it has pursuant to any provision of statutory or common law. If the Department approves the revised submittal, it shall be incorporated into and become an enforceable part of this Agreement.

B. Within 30 days after the Department's approval of the final engineering report and certification, Volunteer shall submit to the Department one microfilm copy (16 millimeter roll film M type cartridge) of that report and all other Department-approved drawings and submittals. Such submission shall be made to:

Director, Division of Environmental Remediation
New York State Department of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

IV. Enforcement

A. This Agreement shall be enforceable as a contractual agreement under the laws of the State of New York.

B. Volunteer shall not suffer any penalty under this Agreement or be subject to any proceeding or action if it cannot comply with any requirement of this Agreement because of fire, lightning, earthquake, flood, adverse weather conditions, strike, shortages of labor and materials, war, riot, obstruction or interference by adjoining landowners, or any other fact or circumstance beyond Volunteer's reasonable control ("force majeure event"). Volunteer shall, within five working days of when it obtains knowledge of any such force majeure event, notify the Department in writing. Volunteer shall include in such notice the measures taken and to be taken by Volunteer to prevent or minimize any delays and shall request an appropriate extension or modification of this Agreement. Volunteer shall have the burden of proving by a preponderance of the evidence that an event is a defense to compliance with this Agreement pursuant to this Subparagraph IV.B of this Agreement. Any extension of time hereunder shall be for a period of time not less than the period of delay resulting from such circumstance.

V. Entry upon Site

Volunteer hereby consents to the entry upon the Site or areas in the vicinity of the Site which may be under the control of Volunteer by any duly designated employee, consultant, contractor, or agent of the Department or any State agency having jurisdiction with respect to the Response Program for purposes of inspection, sampling, and testing and to ensure Volunteer's compliance with this Agreement. The Department shall abide by the health and safety rules in effect for work performed at the Site under the terms of this Agreement. Upon request, Volunteer shall provide the Department with suitable office space at the Site, including access to a telephone, and shall permit the Department full access to all records relating to matters addressed by this Agreement and to job meetings, provided, however, that Volunteer shall not be required under this Agreement to submit any portions of records and/or information that would disclose privileged mental impressions, conclusions, opinions, or legal theories, as provided for by applicable New York law.

VI. Payment of State Costs

A. Within thirty days after receipt of an itemized invoice from the Department, unless Volunteer invokes with regard to the amounts claimed by the Department the dispute resolution mechanism identified in Subparagraph XIII.C. within thirty (30) days of the receipt of the invoice, Volunteer shall pay to the Department a sum of money which shall represent reimbursement for the State's expenses including, but not limited to, direct labor, fringe benefits, indirect costs, travel, analytical costs, and contractor costs incurred by the State of New York, as well as for negotiating this Agreement, reviewing and revising submittals made pursuant to this Agreement, overseeing activities conducted pursuant to this Agreement, collecting and analyzing samples, and administrative costs associated with this Agreement, but not including the State's expenses incurred after the Department's notification identified in **Subparagraph I.F.2 of this Agreement of its approval of the final engineering report and certification pertaining to the implementation of the Work Plan or, if any, of the Department-approved O&M Plan, whichever is later.** Each such payment shall be made by check payable to the Department of Environmental Conservation and shall be sent to:

Bureau of Program Management
Division of Environmental Remediation
New York State Department of Environmental Conservation
50 Wolf Road
Albany, NY 12233-7010

Personal service costs shall be documented by reports of Direct Personal Service, which shall identify the employee name, title, biweekly salary, and time spent (in hours) on the project during the billing period, as identified by an assigned time and activity code. Approved

agency fringe benefit and indirect cost rates shall be applied. Non-personal service costs shall be summarized by category of expense (e.g., supplies, materials, travel, contractual) and shall be documented by expenditure reports.

B. Reimbursement by Respondent of future State costs, which are incurred by the New York State Departments of Environmental Conservation and Health after the effective date of this Agreement as defined in Subparagraph XII.O. of this Agreement, is capped at Twenty Thousand (\$20,000.00) Dollars.

C. As provided for in Subparagraph XIII.C. of this Agreement, Respondent can seek dispute resolution of reimbursement of State costs solely on the following grounds: (1) the cost documentation contains clerical errors; (2) the costs are not related to the Department's activities concerning the Site; or (3) the work for which reimbursement is sought was not necessary.

VII. Department Reservation of Rights

A. Except as provided in Subparagraph I.F of this Agreement and in any "no further action" letter issued under Subparagraph I.G of this Agreement, nothing contained in this Agreement shall be construed as barring, diminishing, adjudicating, or in any way affecting any of the Department's or Trustee's rights with respect to any party other than Volunteer.

B. Nothing contained in this Agreement shall prejudice any rights of the Department or Trustee to take any investigatory or remedial action it may deem necessary if Volunteer fails to comply with this Agreement or contamination other than Existing Contamination is encountered at the Site.

C. Nothing contained in this Agreement shall be construed to prohibit the Commissioner or his duly authorized representative from exercising any summary abatement powers.

D. Nothing contained in this Agreement shall be construed to affect the Department's right to terminate this Agreement at any time during its implementation if Volunteer fails to comply substantially with this Agreement's terms and conditions.

E. Except as otherwise provided in this Agreement, Volunteer specifically reserves all defenses Volunteer may have under applicable law respecting any Departmental assertion of remedial liability against Volunteer; and reserves all rights Volunteer may have respecting the enforcement of this Agreement, including the rights to notice, to be heard, to appeal, and to any other due process. The existence of this Agreement or Volunteer's compliance with this Agreement shall not be construed as an admission of liability, fault, or wrongdoing by Volunteer, and shall not give rise to any presumption of law or finding of fact which shall inure to the benefit of any third party.

VIII. Indemnification

Volunteer shall indemnify and hold the Department, **the Trustee**, the State of New York, and their representatives and employees harmless for all claims, suits, actions, damages, and costs of every name and description arising out of or resulting from the fulfillment or attempted fulfillment of this Agreement by Volunteer and/or any of Volunteer's directors, officers, employees, servants, agents, successors, and assigns. Respondent, however, shall not be obligated to indemnify the Department, the State of New York, and their representatives and employees for any liability arising from willful, wanton or malicious acts, or acts constituting gross negligence by the Department, the State of New York, and their representatives and employees during the course of any activities conducted pursuant to this Order.

IX. Notice of Sale or Transfer

A. Within 30 days after the effective date of this Agreement, Volunteer shall file the Notice of Agreement, which is attached to this Agreement as Exhibit "D," with the Nassau County Clerk to give all parties who may acquire any interest in the Site notice of this Agreement. Volunteer may terminate the Notice when the Department notifies Volunteer in writing pursuant to Subparagraph I.F.2 of this Agreement that the Department is satisfied with the Site-specific cleanup levels identified in, or to be identified in accordance with, the Work Plan have been reached and that the O&M Plan has been successfully implemented.

B. If Volunteer proposes to transfer the whole or any part of Volunteer's leasehold interest in the Site, Volunteer shall, not fewer than 60 days before the date of transfer, notify the Department in writing of the identity of the transferee and of the nature and proposed date of the transfer and shall notify the transferee in writing, with a copy to the Department, of the applicability of this Agreement.

X. Deed Restriction

A. Within 30 days of its receipt of the Department's notification pursuant to Subparagraph I.F.2 of this Agreement approving Volunteer's final engineering report and certification concerning the Work Plan, Volunteer shall record an instrument with the Nassau County Clerk, to run with the land, that:

1. shall prohibit the Site from ever being used for purposes other than of the Contemplated Use without the express written waiver of such prohibition by the Department, or if at such time the Department shall no longer exist, any New York State department, bureau, or other entity replacing the Department.

2. shall provide that Volunteer, on behalf of itself and its successors and assigns, hereby consents to the enforcement by the Department, or if at such time the Department shall no longer exist, any New York State department, bureau, or other entity replacing the Department, of the prohibitions and restrictions that this Paragraph X requires to be recorded, and hereby covenants not to contest such enforcement.

B. Volunteer shall provide the Department with a copy of such instrument certified by the Nassau County Clerk to be a true and faithful copy of the instrument as recorded in the Office of the Nassau County Clerk.

XI. Communications

A. All written communications required by this Agreement shall be transmitted by United States Postal Service, by private courier service, or hand delivered.

1. Communication from Volunteer shall be sent to:

Joseph Jones
Project Manager
Bureau of Eastern Remedial Action
Division of Environmental Remediation
N.Y.S. Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010.

with copies to:

Chittibabu Vasudevan, Ph.D., P.E.
Chief, Remedial Section A.
Bureau of Eastern Remedial Action
Division of Environmental Remediation
N.Y.S. Dept. of Environmental Remediation
50 Wolf Road
Albany, New York 12233-7010

G. Anders Carlson, Ph.D.
Director, Bureau of Environmental
Exposure Investigation
New York State Department of Health
2 University Place
Albany, New York 12203

John F. Byrne, Esq.
Senior Attorney
N.Y.S. Dept. of Environmental Conservation
Division of Environmental Enforcement
200 White Plains Road - 5th. Floor
Tarrytown, New York 10591-5805

Copies of work plans and reports shall be submitted as follows:

One copy to:

Chittibabu Vasudevan, Ph.D., P.E.
Chief, Remedial Section A.
Bureau of Eastern Remedial Action
Division of Environmental Remediation
N.Y.S. Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

Three copies (one unbound) to:

Joseph Jones
Project Manager
Bureau of Eastern Remedial Action
Division of Environmental Remediation
N.Y.S. Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

Two copies to:

G. Anders Carlson, Ph.D.
Director, Bureau of Environmental
Exposure Investigation
New York State Department of Health
2 University Place
Albany, New York 12203

One copy to:

John F. Byrne, Esq.
Senior Attorney
N.Y.S. Dept. of Environmental Conservation
Division of Environmental Enforcement
200 White Plains Road - 5th. Floor
Tarrytown, New York 10591-5805

2. Communication to be made from the Department to Volunteer shall be sent to:

Louis J. Stans
Director of Engineering
Photocircuits Corporation
31 Sea Cliff Avenue
Glen Cove, New York 11542

Mark C. Pennington, Esq.
Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, N.Y. 10178-0060

B. The Department and Volunteer reserve the right to designate additional or different addressees for communication on written notice to the other given in accordance with this Paragraph XI.

XII. Miscellaneous

A. 1. By entering into this Agreement, Volunteer certifies that it has fully and accurately disclosed to the Department all information known to Volunteer and all information in the possession or control of Volunteer's officers, directors, employees, contractors, and agents which relates in any way to the contamination existing on the effective date of this Agreement or any past or potential future release of hazardous substances, pollutants, or contaminants at or from the Site and to their application for this Agreement. **Volunteer also certifies that it has not caused or contributed to a release or threat of release of hazardous substances or pollutants or contaminants at, or from, the Site.**

2. If the Department determines that information Volunteer provided and certifications made are not materially accurate and complete, this Agreement, within the sole discretion of the Department, shall be null and void, and the Department shall reserve all rights that it may have.

B. Volunteer shall retain professional consultants, contractors, laboratories, quality assurance/quality control personnel, and data validators acceptable to the Department to perform the technical, engineering, and analytical obligations required by this Agreement. The responsibility for the performance of the professionals retained by Volunteer shall rest solely with Volunteer.

C. The Department shall have the right to obtain split samples, duplicate samples, or both, of all substances and materials sampled by Volunteer, and the Department also shall have the right to take its own samples. Volunteer shall make available to the Department the results of all sampling and/or tests or other data generated by Volunteer with respect to implementation of this Agreement and shall submit these results in the progress reports required by this Agreement. Volunteer shall have the right to obtain split samples and/or a copy of analytical results of all substances and materials sampled by the Department.

D. Volunteer shall notify the Department at least five working days in advance of any field activities to be conducted pursuant to this Agreement.

E. 1. Subject to Subparagraph XII.E.2 of this Agreement, Volunteer shall obtain all permits, easements, rights-of-way, rights-of-entry, approvals, or authorizations necessary to perform the Volunteer's obligations under this Agreement.

2. In carrying out the activities identified in the Work Plan, the Department shall exempt Volunteer from the requirement to obtain any Department permit for any activity that is conducted on the Site and that satisfies all substantive technical requirements applicable to like activity conducted pursuant to a permit.

F. Volunteer, Volunteer's officers, directors, agents, servants, and employees (in the performance of their designated duties on behalf of Volunteer), and Volunteer's lessees, successors, and assigns shall be bound by this Agreement. Any change in ownership or corporate status of Volunteer including, but not limited to, any transfer of assets or real or personal property shall in no way alter Volunteer's responsibilities under this Agreement. Volunteer's officers, directors, employees, servants, and agents shall be obliged to comply with the relevant provisions of this Agreement in the performance of their designated duties on behalf of Volunteer.

G. Volunteer shall provide a copy of this Agreement to each contractor hired to perform work required by this Agreement and to each person representing Volunteer with respect to the Site and shall condition all contracts entered into in order to carry out the obligations identified in this Agreement upon performance in conformity with the terms of this Agreement. Volunteer or Volunteer's contractors shall provide written notice of this Agreement to all subcontractors hired to perform any portion of the work required by this Agreement. Volunteer shall nonetheless be responsible for ensuring that Volunteer's contractors and subcontractors perform the work in satisfaction of the requirements of this Agreement.

H. All references to "professional engineer" in this Agreement are to an individual registered as a professional engineer in accordance with Article 145 of the New York State Education Law. If such individual is a member of a firm, that firm must be authorized to offer professional engineering services in the State of New York in accordance with Article 145 of the New York State Education Law.

I. All references to "days" in this Agreement are to calendar days unless otherwise specified.

J. The paragraph headings set forth in this Agreement are included for convenience of reference only and shall be disregarded in the construction and interpretation of any of the provisions of this Agreement.

K. 1. No term, condition, understanding, or agreement purporting to modify or vary any term of this Agreement shall be binding unless made in writing and subscribed by the party to be bound. No informal advice, guidance, suggestion, or comment by the Department regarding any report, proposal, plan, specification, schedule, or any other submittal shall be construed as relieving Volunteer of Volunteer's obligation to obtain such formal approvals as may be required by this Agreement.

2. If Volunteer desires that any provision of this Agreement be changed, Volunteer shall make timely written application, signed by the Volunteer, to the Commissioner setting forth reasonable grounds for the relief sought. Copies of such written application shall be delivered or mailed to:

Chittibabu Vasudevan, Ph.D., P.E.
Chief, Remedial Section A.
Bureau of Eastern Remedial Action
Division of Environmental Remediation
N.Y.S. Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

Joseph Jones
Project Manager
Remedial Section A.
Bureau of Eastern Remedial Action
Division of Environmental Remediation
N.Y.S. Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

John F. Byrne, Esq.
Senior Attorney
Division of Environmental Enforcement
N.Y.S. Dept. of Environmental Conservation
200 White Plains Road - 5th. Floor
Tarrytown, New York 10591-5805

L. In undertaking the work required under this Agreement, Volunteer and its officers, directors, employees, representatives, agents, contractors and subcontractors are deemed for the purpose of ECL 27.1321.3 and any other similar provision of state or federal law, to be performing services related to cleanup or restorative work which is conducted pursuant to a contract with the Department.

M. The provisions of this Agreement do not constitute and shall not be deemed a waiver of any right Volunteer otherwise may have to seek and obtain contribution and/or indemnification from other potentially responsible parties or their insurers, or Volunteer's insurers, for payments made previously or in the future for response costs. To the extent authorized under 42 USC 9613 and any other applicable law, Volunteer shall not be liable for any claim, now or in the future, in the nature of contribution by potentially responsible parties concerning the Existing Contamination. In any future action brought by Volunteer against a potentially responsible party under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the provision of 42 USC 9613(f)(3) shall apply.

N. Volunteer and Volunteer's employees, servants, agents, lessees, successors, and assigns hereby affirmatively waive any right they had, have, or may have to make a claim pursuant to Article 12 of the Navigation Law with respect to the Site, and further release and hold harmless the New York State Environmental Protection and Spill Compensation Fund from any and all legal or equitable claims, suits, causes of action, or demands whatsoever that any of same has or may have as a result of Volunteer's entering into or fulfilling the terms of this Agreement with respect to the Site.

O. The effective date of this Agreement shall be the date it is signed by the Commissioner or his designee.

XIII Dispute Resolution

A. Volunteer's failure to comply with any term of this Agreement constitutes a violation of this Agreement and the ECL, subject to the provisions of Subparagraph XIII.B. with respect to disputes arising over the approvability by the Department of a submittal of Volunteer pursuant to Paragraph III of this Agreement, and subject to the provisions of Subparagraph XIII.C., with respect to disputes arising over the reimbursement by Volunteer of State costs pursuant to Paragraph VI of this Agreement.

B. 1. If the Department disapproves a revised submittal and no further revised submittal is made, or if the Department disapproves a second revised submittal, Volunteer shall be in violation of this Agreement unless, within 10 days of receipt of the Department's notice of disapproval, Volunteer serves on the Department a request for an appointment of an Administrative Law Judge ("ALJ"), and a written statement of the issues in dispute, the relevant facts upon which the dispute is based, and factual data, analysis or opinion supporting its position, and all supporting documentation on which the Volunteer relies (hereinafter called the "Statement of Position"). The Department shall serve its Statement of Position, including supporting documentation, no later than ten (10) business days after receipt of Volunteer's Statement of Position. Volunteer shall have five (5) business days after receipt of the Department's Statement of Position within which to serve upon the Department a reply to the Department's Statement of Position, and in the event Volunteer serves such a reply, the Department shall have five (5) business days after receipt of Volunteer's reply to the Department's Statement of Position within which to serve upon Volunteer the Department's reply to Volunteer's reply to the Department's Statement of Position. In the event that the periods for exchange of Statements of Position and replies may cause a delay in the work being performed under this Agreement, the time periods may be shortened upon and in accordance with notice by the Department as agreed to by the Volunteer.

2. An administrative record of any dispute under this Subparagraph shall be maintained by the Department. The record shall include the Statement of Position of each party pursuant to Subparagraph XIII.B.1., and any relevant information. The record shall be available for review of all parties and the public. Upon review of the administrative record as developed pursuant to this Paragraph, the ALJ shall issue a final decision and order resolving the dispute. Volunteer shall revise the submittal in accordance with the Department's specific comments, as may be modified by the ALJ and except for those which have been withdrawn by the ALJ, and shall submit a revised submittal. The period of time within which the submittal must be revised as specified by the Department in its notice of disapproval shall control unless the ALJ revises the time frame in the ALJ's final decision and order resolving the dispute.

3. After receipt of the revised submittal, the Department shall notify Volunteer in writing of its approval or disapproval of the revised submittal. If the revised submittal fails to address the Department's specific comments, as may be modified by the ALJ, and the Department disapproves the revised submittal for this reason, Volunteer shall be in violation of this Agreement and the ECL. In review by the ALJ of any dispute pursued under this Subparagraph, Volunteer shall have the burden of proving that there is no rational basis for the Department's decision.

4. The invocation of the procedures stated in this Subparagraph shall not extend, postpone, or modify Volunteer's obligations under this Agreement with respect to any disputed items, unless and until the Department agrees or a court determines otherwise. The invocation of the procedures stated in this Subparagraph shall constitute an election of remedies by Volunteer, and such election of this remedy shall constitute a waiver of any and all other remedies which may otherwise be available to Volunteer regarding the issue in dispute. Volunteer's rights granted pursuant to Article 78 of the Civil Practice Law and Rules (CPLR) of New York are unaffected by the provisions of this Subparagraph.

C. 1. The dispute resolution procedure of this Subparagraph, which pertains to Paragraph VI (Payment of State Costs), applies to payment of State costs solely on the following grounds: (1) the cost documentation contains clerical errors; (2) the costs are not related to the Department's activities concerning the Site; or (3) the work for which reimbursement is sought was not necessary.

2. If within 30 days after receipt of an itemized invoice from the Department for reimbursement of State costs as called for in Paragraph VI (Payment of State Costs) of this Agreement, Volunteer fails to pay the sum indicated in said itemized invoice solely for any or all of the reasons enumerated in Subparagraph XIII.C.1. of this Agreement, Volunteer shall be in violation of this Agreement, unless, within thirty (30) days of receipt of said itemized invoice, Volunteer requests to meet with the Director of Environmental Remediation ("the Director") in order to discuss Volunteer's basis for its refusal to pay said itemized invoice, and Volunteer is available to meet immediately thereafter. At this meeting, Volunteer shall be given an opportunity to present its objections to the payment of said itemized invoice, and the Director shall have the authority to modify and/or withdraw said itemized invoice. If the Volunteer subsequently fails to pay said itemized invoice in the amount and within the time period for payment determined by the Director, then Volunteer shall be in violation of this Agreement and the ECL.

3. The invocation of the formal dispute resolution procedures under this Subparagraph shall not of itself extend, postpone or affect in any way any of Volunteer's obligations under this Agreement. The invocation of the procedures stated in this Subparagraph shall constitute an election of remedies by Volunteer, and such election of this remedy shall constitute a waiver of any and all other remedies which may otherwise be available to Volunteer regarding the issue in dispute. Volunteer's rights granted pursuant to Article 78 of the Civil Practice Law and Rules (CPLR) of New York are unaffected by the provisions of this Subparagraph.

DATED:

JOHN P. CAHILL, ACTING COMMISSIONER
NEW YORK STATE DEPARTMENT
OF ENVIRONMENTAL CONSERVATION AND
TRUSTEE OF THE STATE'S NATURAL
RESOURCES

CONSENT BY VOLUNTEER

Photocircuits Corporation

Volunteer hereby consents to the issuing and entering of this Agreement, waives Volunteer's right to a hearing herein as provided by law, and agrees to be bound by this Agreement.

By: _____

Title: _____

Date: _____

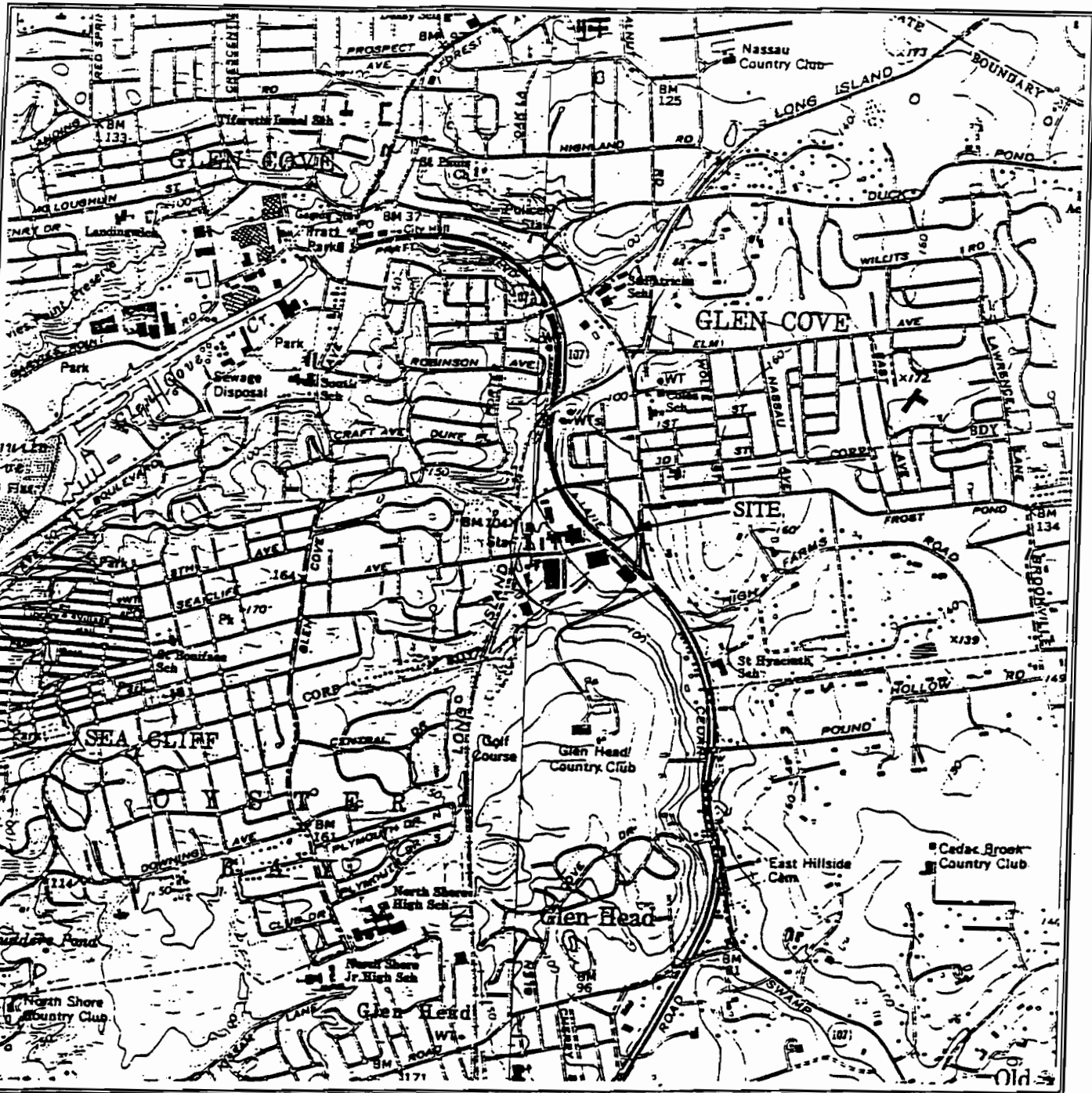
STATE OF NEW YORK)
) s.s.:
COUNTY OF)

On this _____ day of _____, 1997, before me personally came _____ to me known, who being duly sworn, did depose and say that he/she resides in _____; that he/she is _____ of the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name on behalf of _____ and was authorized to do so.

Notary Public

EXHIBIT "A"

Map of Site

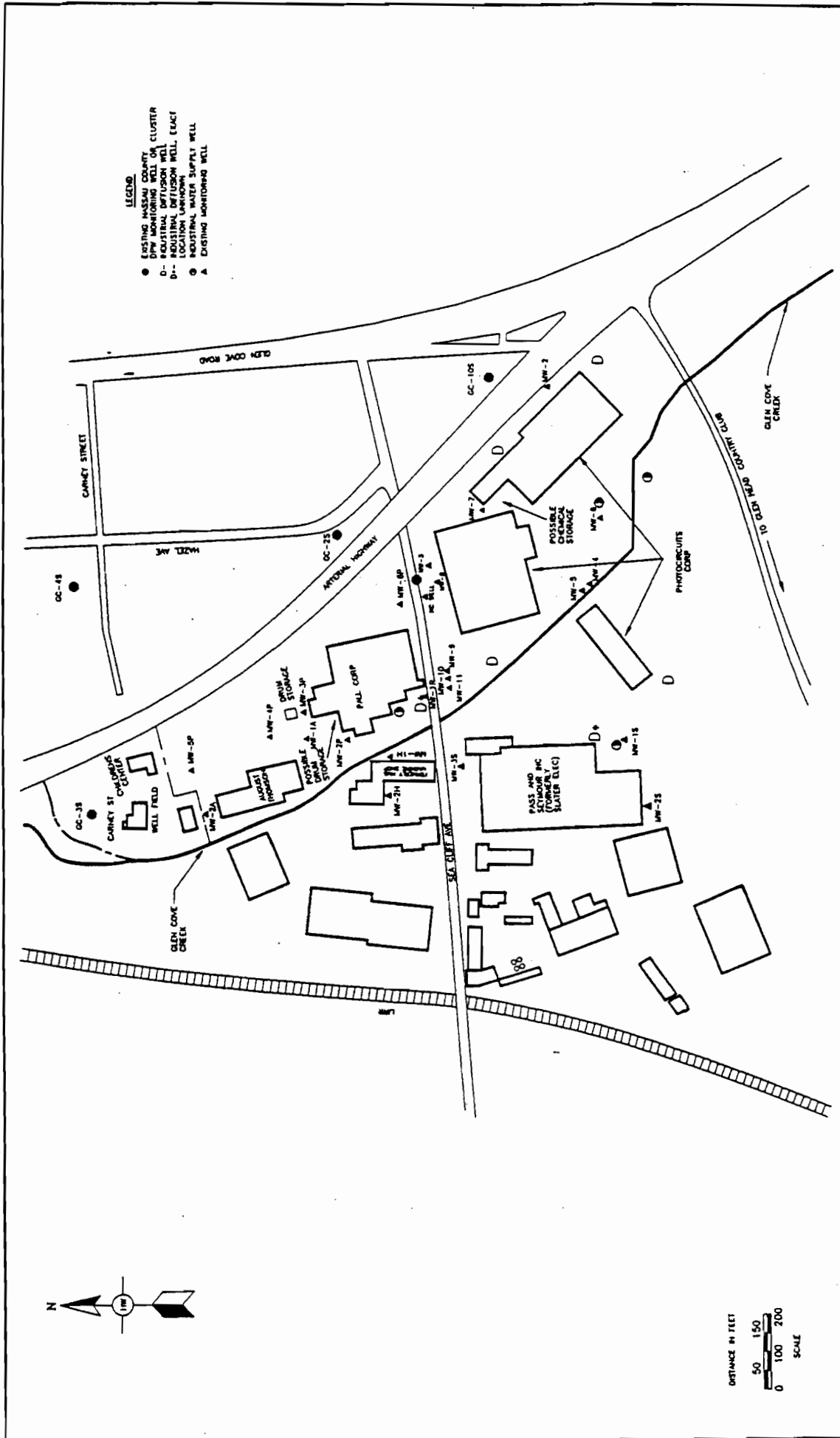


SITE LONGITUDE - 73.6231° W
 SITE LATITUDE - 40.8518° N



FIGURE A - SITE TOPOGRAPHY

Source: U.S.G.S. Sea Cliff and Hicksville Quadrangles
 Scale: 1" = 2000'



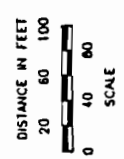
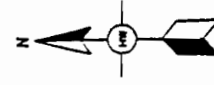
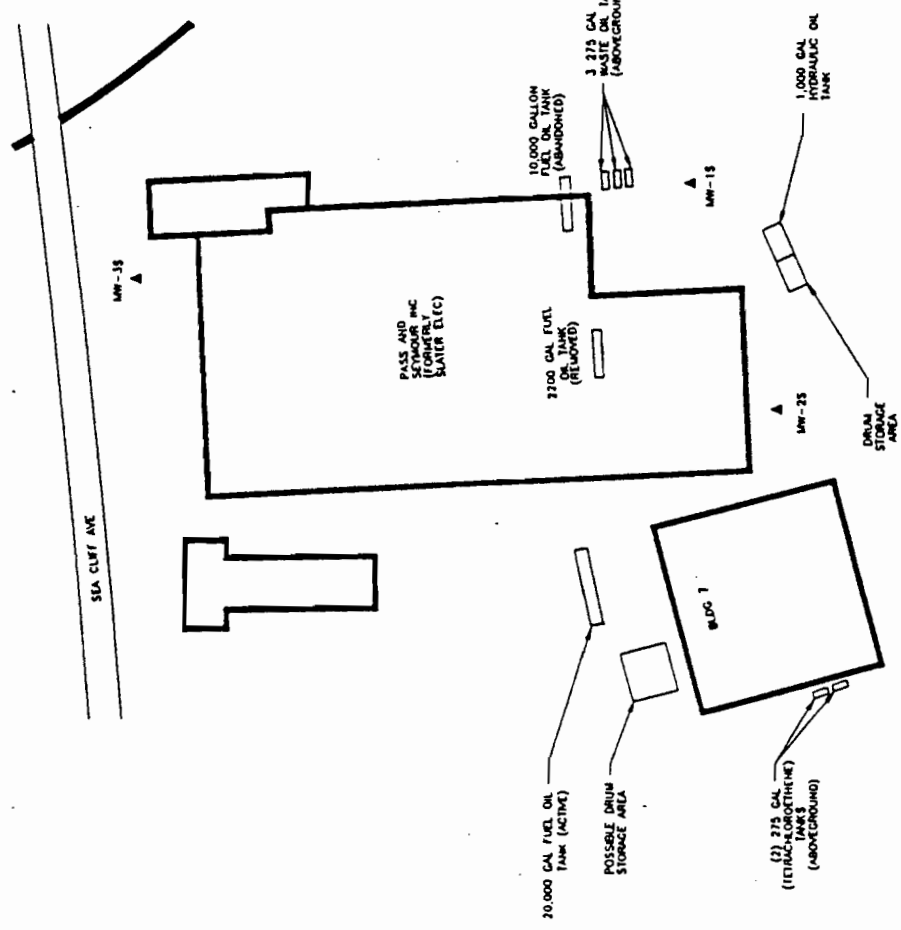
- LEGEND**
- EXISTING MASSAWUG COUNTY GPM MONITORING WELL OR CLUSTER
 - D- INDUSTRIAL DIFFUSION WELL
 - D-- LOCATION UNKNOWN
 - INDUSTRIAL WATER SUPPLY WELL
 - ▲ EXISTING MONITORING WELL

FIGURE 1
SITE PLAN
 GLEN COVE INDUSTRIAL AREA
 GLEN COVE, NEW YORK

COUNTY OF NASSAU
 DEPARTMENT OF PUBLIC WORKS
 SANITATION & WATER SUPPLY
 HAZARDOUS WASTE SERVICES UNIT

FILE NAME / DRG. NO.	CONTRACT NUMBER:	SHEET NO.
SCALE: AS SHOWN		1 OF 1
DESIGNED BY: M. FLAHERTY	DRAWN BY: J. JEMMETT	DATE: 4/21/93
DATE: 12/1/93	CHECKED BY: S. DURAN	DATE: 4/23/93
ORIGINAL RELEASE		
REVISION DESCRIPTION		

LEGEND
 ▲ EXISTING MONITORING WELLS



NO		REVISION DESCRIPTION	DATE	FILE NAME: \BFC\CCPASS	CONTRACT NUMBER		SHEET NO.	
0		ORIGINAL RELEASE	12/1/83	SCALE: AS SHOWN	DWG. NO	DRAWN BY:	1 OF 1	DATE
				DESIGNED BY:	1/28/93	7/EMMET		6/22/93
				M. FLAHERTY		CHECKED BY:		6/21/93
						K. ARNOLD		

COUNTY OF NASSAU
 DEPARTMENT OF PUBLIC WORKS
 SANITATION & WATER SUPPLY
 HAZARDOUS WASTE SERVICES UNIT

FIGURE 8
 SITE PLAN
 PASS AND SEYMOUR
 GLEN COVE, NEW YORK

EXHIBIT "B"

Department-Approved Work Plan

EXHIBIT "C"

Assignable Release and Covenant Not To Sue

[On Department Letterhead]

[Insert Date]

To whom it may concern:

Unless otherwise specified in this letter, all terms used herein shall have the meaning assigned to them under the terms of the Voluntary Agreement entered into between the New York State Department of Environmental Conservation (the "Department") and Photocircuits Corporation ("Volunteer"), Index No. W1-0771-96-07 (the "Agreement").

The Department is pleased to report that the Department is satisfied that the Department-approved Work Plan to implement a response program at the parcel of land located at 45 Sea Cliff Avenue, Glen Cove, Nassau County, with Tax Map Numbers of Section 21, Block S, Lots 844, 895A, 895B, 896, 897 and 898, and with a map attached hereto as Appendix "A" (the "Site"), has been successfully implemented. So long as no information has been withheld from the Department or mistake made as to the hazard posed by any Site-related compound or analyte of concern, the Department believes that no further investigation or response will be required at the Site respecting the Existing Contamination to render the Site safe to be used for the Contemplated Use.

Assignable Release and Covenant Not To Sue:

The Department and the Trustee of New York State's natural resources ("Trustee"), therefore, hereby release, covenant not to sue, and shall forbear from bringing any action, proceeding, or suit against Volunteer, Volunteer's lessees, sublessees, successors, and assigns, and their respective secured creditors, for the further investigation or remediation of the Site, or for natural resource damages, based upon the release or threatened release at the Site of Existing Contamination; provided that (a) timely payments of the amounts specified in Paragraph VI of the Agreement continue to be, or have been, made to the Department; (b) appropriate notices and deed restrictions have been recorded in accordance with Paragraphs IX and X of the Agreement, and Volunteer and/or its lessees, sublessees, successors, or assigns promptly commence and diligently pursue to completion the Department-approved O&M Plan, if any. Nevertheless, the Department and the Trustee hereby reserve all of their respective rights concerning, and such release, covenant not to sue, and forbearance shall not extend to, any further investigation or remedial action the Department deems necessary:

● **due to offsite migration of contaminants other than petroleum resulting in impacts to environmental resources, to human health, or to other biota that are not inconsequential and to off-Site migration of petroleum, irrespective of whether the information available to Volunteer and the Department at the time of the development of the Work Plan disclosed the existence or potential existence of such off-Site migration;**

● due to environmental conditions related to the Site that were unknown to the Department at the time of its approval of the Work Plan which indicate that Site conditions are not sufficiently protective of human health and the environment for the Contemplated Use;

● **due to information received, in whole or in part, after the Department's approval of the final engineering report and certification, which indicates that the activities carried out in accordance with the Work Plan are not sufficiently protective of human health and the environment for the Contemplated Use;**

● due to Volunteer's failure to implement the Agreement to the Department's satisfaction; or

● due to fraud or mistake committed by Volunteer in demonstrating that the Site-specific cleanup levels identified in, or to be identified in accordance with, the Work Plan were reached.

Additionally, the Department and the Trustee hereby reserve all of their respective rights concerning, and any such release, covenant not to sue, and forbearance shall not extend to:

● Volunteer if it causes a, or suffers the, release or threat of release, at the Site of any hazardous substance (as that term is defined at 42 USC 9601[14]) or petroleum (as that term is defined in Navigation Law § 172[15]), other than Existing Contamination, after the effective date of the Agreement; or if it causes a, or suffers the use of the Site to, change from the Contemplated Use to one requiring a lower level of residual contamination before that use can be implemented with sufficient protection of human health and the environment; nor to

● any of Volunteer's lessees, sublessees, successors, or assigns who causes a, or suffers the, release or threat of release, at the Site of any hazardous substance (as that term is defined at 42 USC 9601[14]) or petroleum (as that term is defined in Navigation Law § 172[15]), other than Existing Contamination, after the effective date of the Agreement; who causes a, or suffers the use of the Site to, change from the Contemplated Use to one requiring a lower level of residual contamination before that use can be implemented with

sufficient protection of human health and the environment; or who is otherwise a party responsible under law for the remediation of the Existing Contamination independent of any obligation that party may have respecting same established resulting solely from the Agreement's execution.

Notwithstanding the above, however, with respect to any claim or cause of action asserted by the Department, the one seeking the benefit of this release shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributable solely to Existing Contamination.

Notwithstanding any other provision in this release, if with respect to the Site there exists or may exist a claim of any kind or nature on the part of the New York State Environmental Protection and Spill Compensation Fund against any party, nothing in this release shall be construed, or deemed, to preclude the State of New York from recovering such claim.

In conclusion, the Department is pleased to be part of this effort to return the Site to productive use of benefit to the entire community.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL
CONSERVATION AND TRUSTEE OF NEW YORK STATE'S
NATURAL RESOURCES

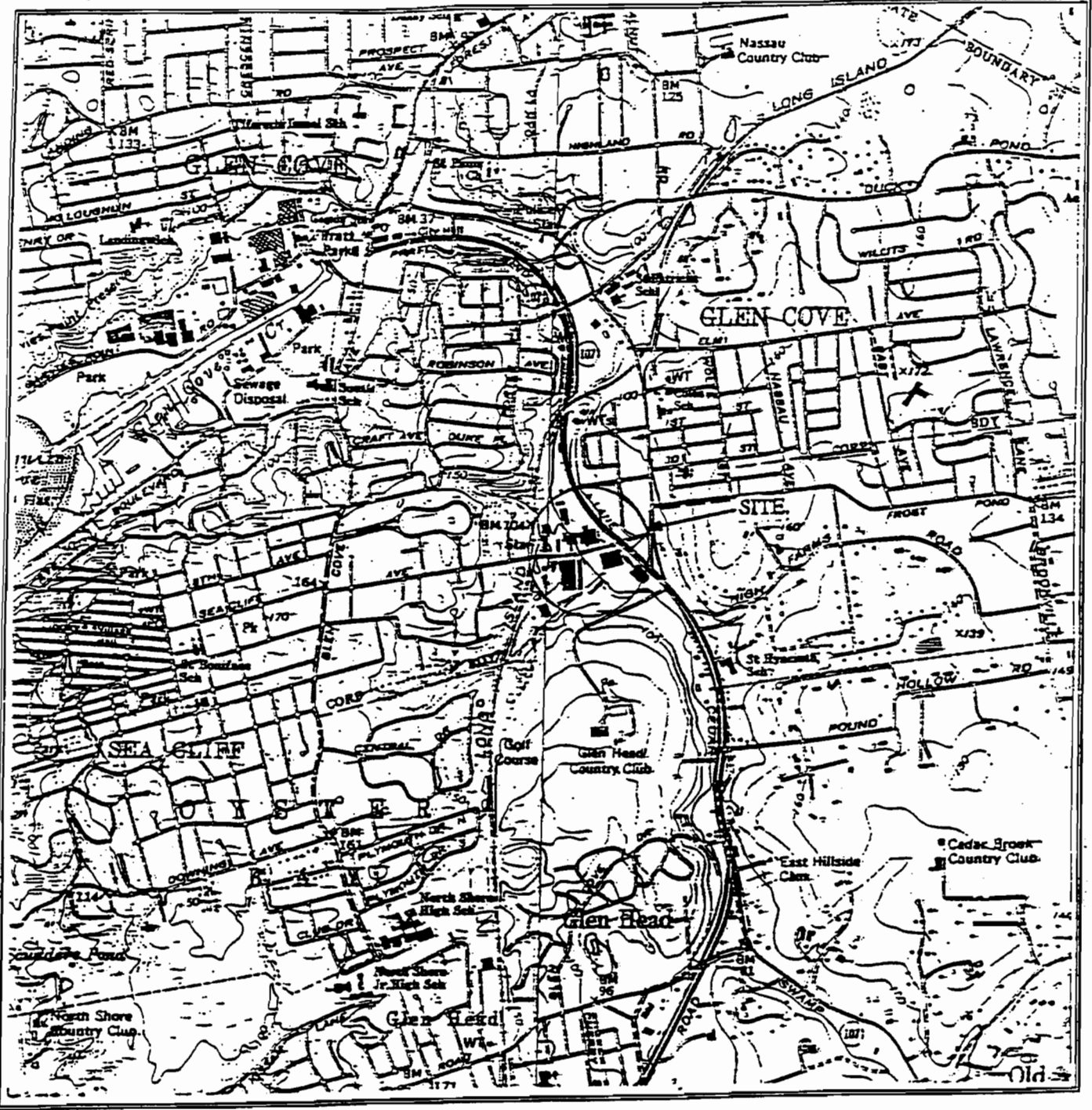
By: _____

Its: _____

Appendix "A"

(to Exhibit "C")

Map of the Site

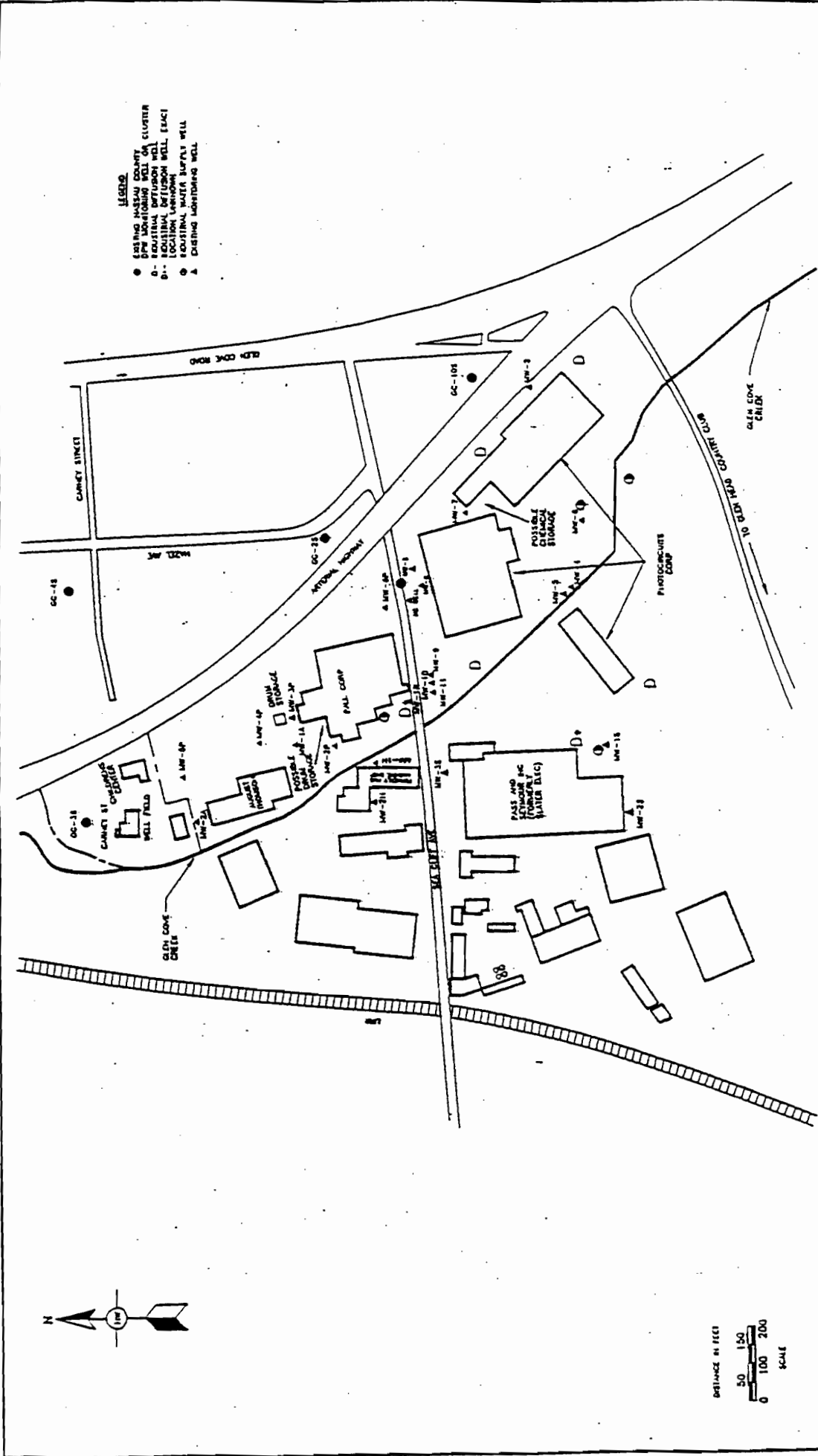


SITE LONGITUDE - 73.6231° W
 SITE LATITUDE - 40.8518° N



FIGURE A - SITE TOPOGRAPHY

Source: U.S.G.S. Sea Cliff and Hicksville Quadrangles
 Scale: 1" = 2000'



LEGEND

- EXISTING MASSAU COUNTY GPM MONITORING WELL OR CLUSTER
- EXISTING DEFUSION WELL
- EXISTING DEFUSION WELL (S&C)
- EXISTING WATER SUPPLY WELL
- △ EXISTING MONITORING WELL

FIGURE 1
SITE PLAN
GLEN COVE INDUSTRIAL AREA
GLEN COVE, NEW YORK

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
SANITATION & WATER SUPPLY
HAZARDOUS WASTE SERVICES UNIT

NO	REVISION DESCRIPTION	DATE	BY	CHECKED BY:	DATE	FILE NAME / PROJECTING	CONTRACT NUMBER:	SHEET NO. 1 OF 1
		12/1/83	W.F. HARTY					
0	ORIGINAL RELEASE	12/1/83	W.F. HARTY	4/11/83	1/21/83	DESIGNED BY:	DRLEN BY:	DATE

LEGEND
 ▲ EXISTING MONITORING WELLS

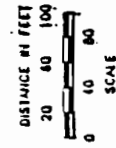
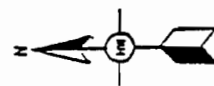
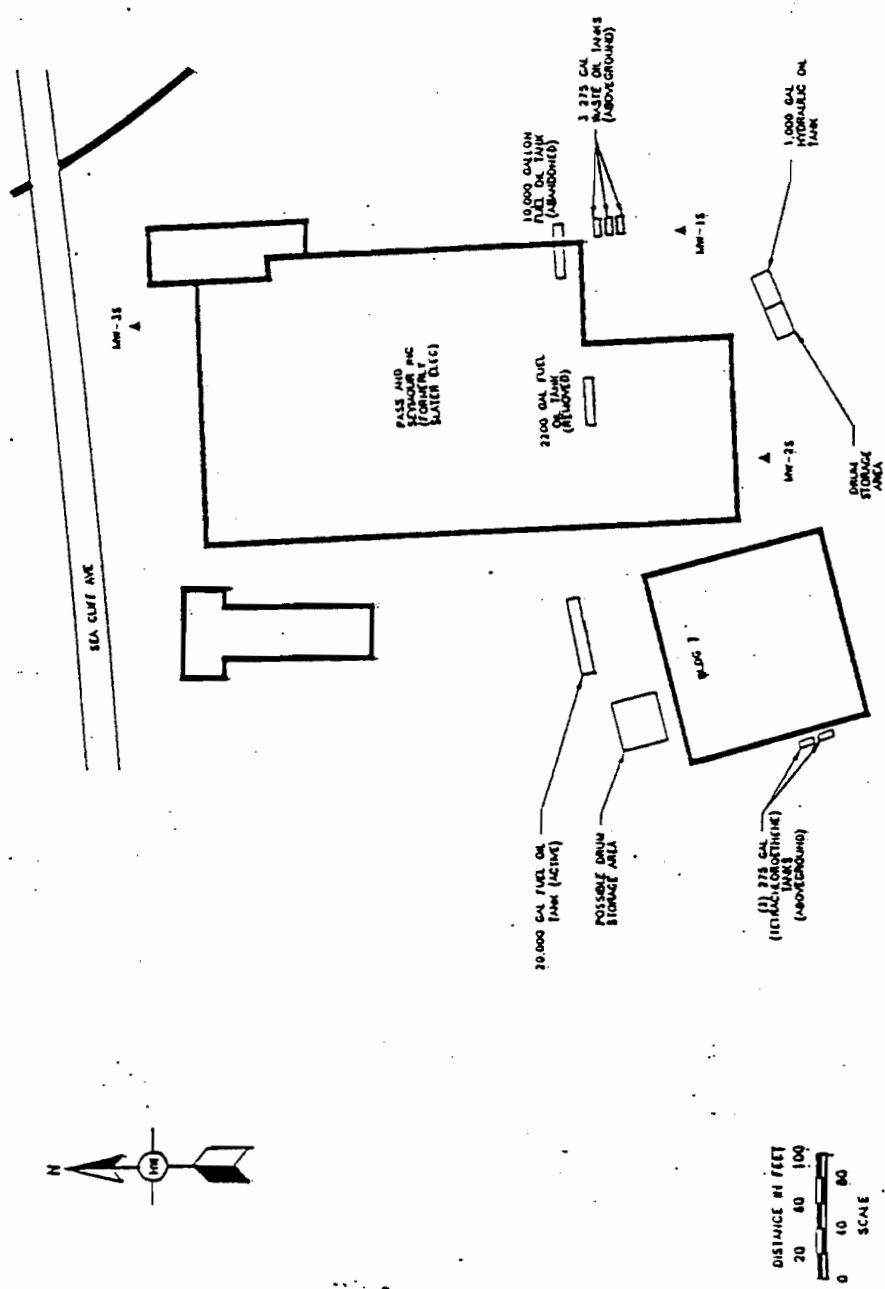


FIGURE 8
 SITE PLAN
 PASS AND SEYMOUR
 CLEN COVE, NEW YORK

COUNTY OF MASSACHUSETTS
 DEPARTMENT OF PUBLIC WORKS
 SANITATION & WATER SUPPLY
 HAZARDOUS WASTE SERVICES UNIT

FILE NAME	DRG/DCPASS	CONTRACT NUMBER	SHEET NO.
SCALE: AS SHOWN	DRG. NO.	DRUM BY: J. SIMMET	1 OF 1
DESIGNED BY: M. LAMBERTY	DATE: 1/26/79	CHECKED BY: M. ARNOLD	DATE: 6/21/79
12/1/83			DATE: 6/21/79
ORIGINAL RELEASE			
REVISION DESCRIPTION			

Exhibit "D"

NOTICE OF AGREEMENT

This Notice is made as of the ____ day of _____, 1997 by Photocircuits Corporation, for a parcel of real property located at 45 Sea Cliff Avenue, Glen Cove, Nassau County, New York, with Tax Map Numbers Section 21, Block S, Lots 844, 895A, 895B, 896, 897 and 898, more particularly described on Appendix "A" attached hereto (the "Property"); and

WHEREAS, Photocircuits Corporation, by authorized signature, entered into an administrative Agreement with the Department, Index # W1-0771-96-07 (the "Agreement"), concerning the remediation of contamination present on the Property and characterized to determine its nature and extent (the "Existing Contamination"), which Agreement was signed by the Acting Commissioner of Environmental Conservation on _____, 1997; and

WHEREAS, in return for the remediation of the Property pursuant to the Agreement to the satisfaction of the Department, the Department will provide Photocircuits Corporation, and its lessees and sublessees and its successors and assigns, including their respective secured creditors, with a release, covenant not to sue, and forbearance from bringing any action, proceeding, or suit related to the Site's further investigation or remediation based upon the release or threatened release of Existing Contamination, subject to certain reservations set forth in the Agreement; and

WHEREAS, pursuant to the Agreement, Photocircuits Corporation agreed that it would give notice of the Agreement to all parties who may acquire any interest in the Property by filing this Notice with the Nassau County Clerk,

NOW, THEREFORE, Photocircuits Corporation, for itself, its successors and its assigns declares that:

1. This Notice of the Agreement is hereby given to all parties who may acquire any interest in the Property.

2. This Notice shall terminate upon the filing by Photocircuits Corporation, or its successors and assigns, of a termination of notice of Agreement after having first received approval to do so from the New York State Department of Environmental Conservation.

IN WITNESS WHEREOF, Photocircuits Corporation has executed this Notice of Agreement by its duly authorized representative.

Photocircuits Corporation

Dated: _____, 1997

By: _____

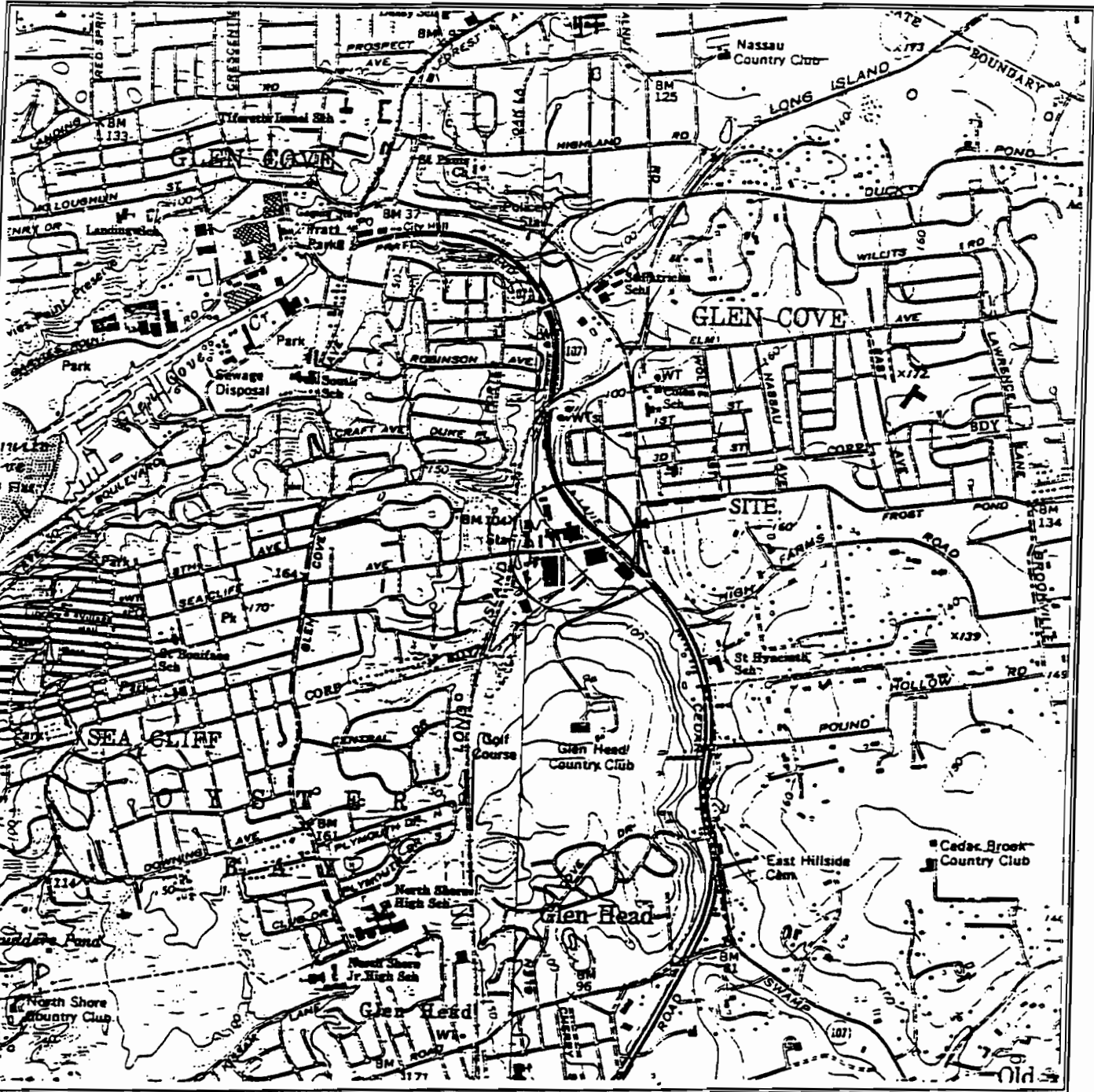
Its: _____

[acknowledgment]

Appendix "A"

(to Exhibit "D")

Map of the Property

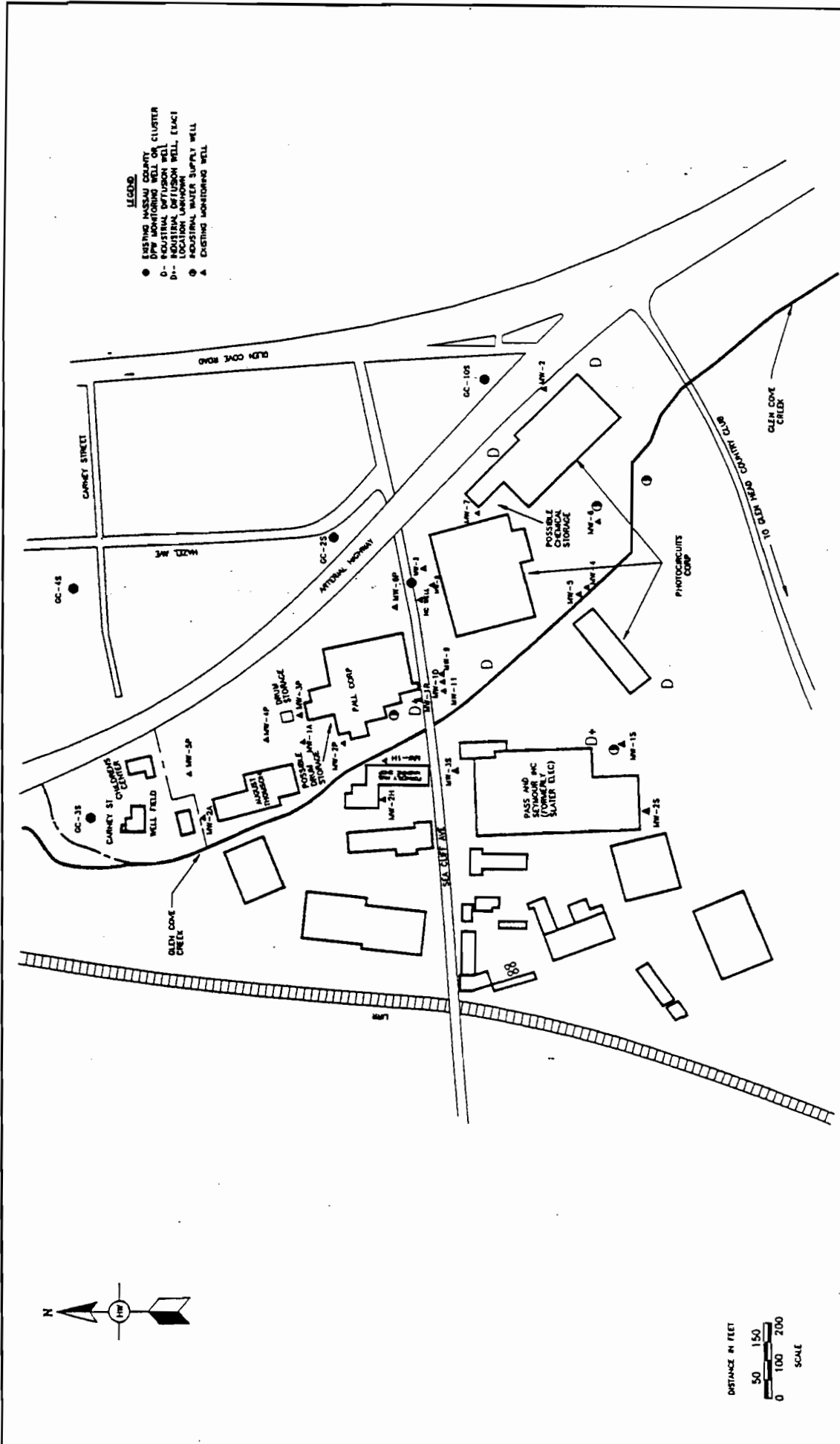


SITE LONGITUDE - 73.6231° W
 SITE LATITUDE - 40.8518° N



FIGURE A - SITE TOPOGRAPHY

Source: U.S.G.S. Sea Cliff and Hicksville Quadrangles
 Scale: 1" = 2000'



LEGEND
 ▲ EXISTING MONITORING WELLS

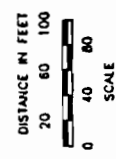
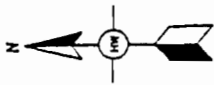
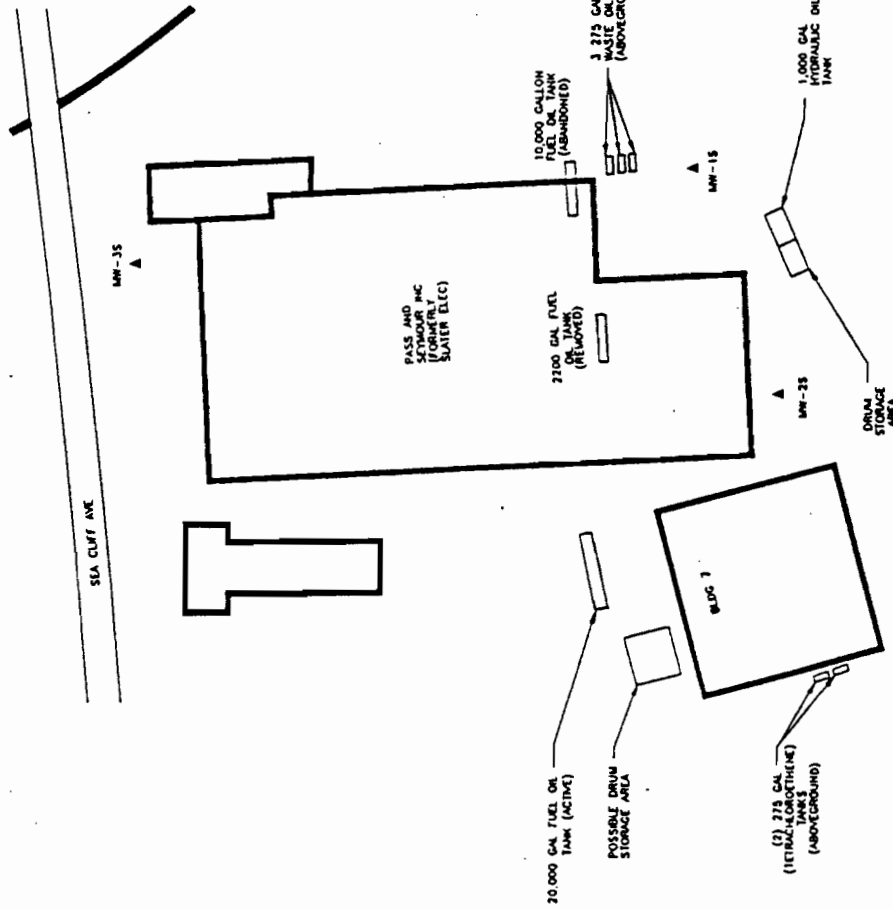
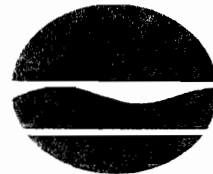


FIGURE 8
 SITE PLAN
 PASS AND SEYMOUR
 GLEN COVE, NEW YORK

COUNTY OF NASSAU
 DEPARTMENT OF PUBLIC WORKS
 SANITATION & WATER SUPPLY
 HAZARDOUS WASTE SERVICES UNIT

FILE NAME: \BPC\CPASS	CONTRACT NUMBER	SHEET NO.
SCALE: AS SHOWN	DRAWN BY: J. SINNET	1 OF 1
DESIGNED BY: M. FLAHERTY	CHECKED BY: K. ARNOLD	DATE 8/21/93
DATE 12/1/93	DATE 4/28/93	DATE 8/21/93
ORIGINAL RELEASE		
REVISION DESCRIPTION		

New York State Department of Environmental Conservation
60 Wolf Road, Albany, New York 12243-7010



John P. Cahill
Acting Commissioner

March 11, 1997



Mr. Jim Kerr
Photocircuits Corporation
31 Sea Cliff Avenue
Glen Cove, NY 11542

Dear Mr. Kerr:

Re: Draft Remedial Investigation/Interim Remedial Measure for the
Photocircuits and Pass and Seymore sites, 1-30-053 A and B.

The New York State Department of Environmental Conservation (DEC) and the New York State Department of Health (DOH) have reviewed the above referenced document. The following corrections or suggestions for improvement have been made:

1. In section 2.2.6 the Industrial profile section needs to have a separate heading.
2. In section 2.3.2.3 the specific geological (soil mechanics of hydrogeological?) tests to be employed should be enumerated and discussed. What parameters are to be ascertained and to what purpose?
3. In section 2.3.4.2 it is recommended that a minimum of three samples from each boring be analyzed, providing coverage up to approximately seven feet.
4. The heading for section 2.3.5 should be Field Method.
5. In section 2.3.5.2 the section sentence should read, in part, "the PVC pipe will be threaded".
6. The existing wells on the Sea Cliff Avenue side of the Photocircuits property should be resampled for VOAs. Groundwater quality leaving the site may become a critical issue.
7. A medium scale map showing the two sites and their immediate surroundings would be helpful.

If you have any questions, please contact me at 516-424-2100. I will be in a meeting with you on March 18, 1997 to discuss the situation and related issues.

Thank you,

Joseph G. Jones
Senior Engineering Geologist
Bureau of Eastern Remedial Action
Division of Environmental Remediation

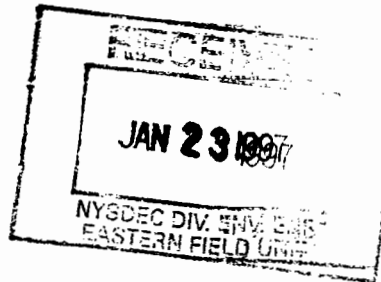
cc: Kim Evans, NYSDOH
C. Vasudevan

101 Park Avenue
New York, NY 10178-0060
212-309-6000
Fax: 212-309-6273

Morgan, Lewis
& Bockius LLP
C O U N S E L O R S A T L A W

Mark C. Pennington
212-309-6175

January 22, 1997



John R. Byrne, Esq.
Senior Attorney
New York State Department of
Environmental Conservation
Division of Environmental Enforcement
200 White Plains Road, 5th Floor
Tarrytown, New York 10591-5805



Re: Pass & Seymour Corporation - Agreement Index No. W1-0771-96-07

Dear Mr. Byrne:

As discussed, I enclose Photocircuits' proposed revisions to the Agreement governing the 45 Sea Cliff Avenue property. New text is shown in bold and underlined. Deleted text is shown in strikethrough. For your convenience, I have also enclosed a clean copy of the Agreement incorporating our proposed revisions.

As requested, this letter sets out the reason for the requested changes. Except where otherwise noted, paragraph references refer to the paragraphs in our proposed revised Agreement.

¶ 2.B supplements the record to include a reference to the recent site investigation.

¶ 3.A corrects the reference to the current owner of the Site.

A new Paragraph 3.D has been added to reflect the Department's anticipated approval of the Work Plan.

¶ 8 and Paragraph VII.E specify that the terms of this Agreement and the factual allegations it contains are included for the sole purpose of accomplishing the stated goals of the agreement,

John Byrne
January 22, 1997
Page 2

and are not to be construed as admissions that might be used against Photocircuits by third parties in collateral actions or in later enforcement proceedings brought by the Department.

Paragraph I.A of your original has been deleted. In an effort to minimize the number of site mobilizations and allow for initial investigative work at 31 Sea Cliff to proceed on the same schedule as work at 45A Sea Cliff Avenue, Photocircuits will implement public participation procedures as detailed in the Work Plan.

Paragraph II. The frequency of progress reports has been changed to quarterly to reduce administrative burdens on Photocircuits during the implementation of the Agreement.

Paragraphs II.C and Paragraph V are modified to preserve Photocircuits' right to hold confidential internal meetings during which Photocircuits may seek the advice of counsel. Without the modification, the paragraph might be read as Photocircuits' consent to allow a DEC representative to be present at meetings with counsel at which job progress is discussed.

Paragraph III is revised to ensure that Photocircuits will not be arbitrarily subjected to sanctions if it submits a deliverable that addresses in good faith the Department's objections. This paragraph, and the dispute resolution provisions in Paragraph XIII, contemplate a process by which Photocircuits can revise submittals without penalty (within certain limitations) and seek dispute resolution in the event of a major disagreement with the Department.

Paragraph IV.B To ensure that the force majeure clause gives adequate time to prepare submittals in the event of a force majeure event, the clause is modified to specify that proportionate extensions of time will be granted.

Paragraph VI is modified to cap Photocircuits' reimbursement obligations at \$20,000. We believe this limitation is justified in view of the fact that neither Photocircuits nor Alpha Forty-Five L.L.C. has had any prior involvement at this Site and in view of Department precedent for capping its reimbursement demands under voluntary cleanup program agreements. In addition, this paragraph is modified to provide a formal mechanism for challenging reimbursement demands. Finally, the revisions change the reimbursement cycle from monthly to quarterly to reduce administrative burdens on Photocircuits during the implementation of the Agreement.

Paragraph VIII. This paragraph replaces the Department's proposed blanket indemnity with one that carves out significant negligence or malfeasance by the Department. In fairness,

John Byrne
January 22, 1997
Page 3

Photocircuits should not be responsible for activities or omissions that reach this level of significance.

Since Photocircuits anticipates that its proposed remedy will likely succeed in reducing soil contamination to concentrations below state guidelines, and Alpha Forty-Five L.L.C. would prefer not to unnecessarily encumber the property, Paragraph X is modified to make the requirement for deed restriction apply only if state guidelines have not been achieved.

Paragraph XII.C. The revisions to this Paragraph allow Photocircuits to verify the accuracy of any Department generated site data.

Paragraph XII.K is revised to provide additional flexibility during the implementation of the work plan to allow for minor new activities to proceed without the approval of the Commissioner.

Paragraph XII.M is revised to maximize contribution protection and bring as much finality as possible to Photocircuits' obligations with respect to the Site, while preserving Photocircuits' rights against other parties.

Photocircuits looks forward to the prompt resolution of these issues and to the commencement of remedial work at the site.

Sincerely,



Mark C. Pennington

/ggg

cc: Louis J. Stans.

Attachments

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

In the Matter of the
Implementation of a
Response Program for
Pass and Seymour, Inc.
by

AGREEMENT

INDEX NUMBER: W1-0771-96-07

Photocircuits Corporation,

Volunteer.

Site # 130053A

CONSIDERING,

1. The New York State Department of Environmental Conservation (the "Department") is responsible for enforcement of the Environmental Conservation Law of the State of New York ("ECL"). This Agreement is entered into pursuant to the Department's authority under that law and constitutes an administrative settlement for purposes of 42 USC 9613(f).

2. A. The property which is the subject of this Agreement is located at 45 Sea Cliff Avenue, Glen Cove, Nassau County, New York (hereinafter referred to as the "Site"). The Site is located on the south side of Sea Cliff Avenue in the Sea Cliff Industrial Area. **The Tax Map Numbers for the Site are Section 21, Block S, Lots 844, 895A, 895B, 896, 897 and 898.** Exhibit "A" of this Agreement is a map of the Site showing its general location.

B. The Preliminary Site Assessment (PSA), completed in 1994, confirmed the presence of Tetrachloroethylene (PCE) in the soil and groundwater exceeding the New York State Class GA standard. This contamination continues to exist at the present time (the "Existing Contamination").

3. Photocircuits Corporation ("Volunteer") is a corporation organized and existing under the laws of the State of New York, with offices at 31 Sea Cliff Avenue, Glen Cove, Nassau County, New York. Photocircuits Corporation conducted a Preliminary Site Investigation at the Site in August 1996 to verify and update the results of previous investigations. Photocircuits Corporation has submitted the results of this Preliminary Site Investigation to the Department.

4. A. Alpha Forty-Five L.L.C. is the current owner of the Site with an office at 31 Sea Cliff Avenue, Glen Cove, Nassau County, New York. Alpha Forty-Five L.L.C. has been the Site owner since May 9, 1996.

B. The Site has been used for industrial purposes. The former owners of the property, Enal Development Corp., Pass and Seymour, Inc., and Slater Electric, Inc. were

engaged in the manufacture of electric components, switches, outlets and wall boxes, and performed a manufacturing process involving injection molding of plastic components. Volunteer intends to continue utilizing the property for industrial purposes in the future.

C. Volunteer represents, and for the purposes of this Agreement, the Department relies on those representations, that Volunteer's involvement with the Site and with the facility on the Site is limited to the following: **Volunteer has not yet taken title to the Site, has not previously owned or operated the Site, and is not otherwise responsible under law to remediate the Existing Contamination.**

5. The Department has the power, inter alia, to provide for the prevention and abatement of all water, land, and air pollution. ECL 3-0301.1.i.

6. A. The Department alleges that the Site as an inactive hazardous waste disposal site, as that term is defined at ECL 27-1301.2. The Department has classified the Site with a Classification "2" pursuant to ECL 27-1305.4.b.

B. ECL 27-1313.3 provides that the Department shall be responsible for inactive hazardous waste disposal site remedial programs, except as provided in Section 1389-b of the Public Health Law. ECL 27-1313.3.a provides that whenever the Commissioner of Environmental Conservation finds that hazardous wastes at an inactive hazardous waste disposal site constitute a significant threat to the environment, he may order the owner of such site and/or any person responsible for the disposal of hazardous wastes at such site (i) to develop an inactive hazardous waste disposal site remedial program, subject to the approval of the Department, at such site, and (ii) to implement such program within reasonable time limits specified in the order.

C. The regulations implementing ECL Article 27, Title 13 authorize at 6 NYCRR 375-1.2(e)(2)(ii) the proponents of any activity to demonstrate to the Department that such activity will not have the effect described in 6 NYCRR 375-1.2(e)(2)(I) by such demonstration as the Department may find acceptable.

D. Volunteer wishes to enter into this Agreement in order to ensure, and the Department hereby determines that this Agreement constitutes a demonstration, that the response action undertaken under this Agreement will be in compliance with the ECL and will not:

1. prevent or interfere significantly with any proposed, ongoing or completed remedial program at the Site, or
2. expose the public health or the environment to a significantly increased threat of harm or damage.

7. A. Volunteer also wishes to enter into this Agreement in order to resolve its potential liability for remediating the Existing Contamination as an operator under ECL Article 27, Title 13. The Department finds that such resolution, undertaken in accordance with the terms of this Agreement, is in the public interest.

B. Volunteer, desirous of implementing a response program acceptable to the Department sufficient to allow Volunteer to proceed with its plans to use the Site for the Contemplated Use, consents to the terms and conditions of this Agreement.

8. The Department published a notice of proposed entry into this Agreement in the [date] issue of the Department's Environmental Notice Bulletin and provided written notice to [identify the various local governments notified] of the proposed entry of this Agreement and solicited comments from the public and from those local governments on this Agreement, including the remedial work plan for the Site. The Department received no comments.

9. The Department and Volunteer agree that the goals of this Agreement are:

A. for Volunteer to, (I) implement the Department-approved remedial work plan pertaining to the Site; and (ii) reimburse the State's administrative costs as provided in this Agreement, and

B. for the Department and the Trustee of New York State's natural resources (the "Trustee") to release Volunteer and its successors and assigns, under the conditions set forth in this Agreement, from any and all claims, actions, suits, and proceedings by the Department or by the Trustee, which may arise under any applicable law as a result of the Existing Contamination.

10. Volunteer, without the admission, adjudication or finding of liability or any issue of law or fact, agrees to be bound by the terms of this Agreement. Volunteer consents to and agrees not to contest the authority or jurisdiction of the Department to enter into or enforce this Agreement, and agrees not to contest the validity of this Agreement or its terms.

IN CONSIDERATION OF AND IN EXCHANGE FOR THE DEPARTMENT'S RELEASE AND COVENANT NOT TO SUE SET FORTH IN THIS AGREEMENT AND FOR THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, VOLUNTEER AGREES TO THE FOLLOWING:

I. Performance and Reporting of the Work Plan

A. Within 30 days after the effective date of this Agreement, Volunteer shall commence implementation of the remedial work plan (the "Work Plan") attached to this Agreement and made a part of it as Exhibit "B".

B. 1. Volunteer shall carry out the Work Plan in accordance with its terms.

2. **The parties agree that the Work Plan will be modified in the event that contamination previously unknown or inadequately characterized is encountered during the Work Plan's implementation and that such modification(s) shall appear in Exhibit "B-1", and all references to "Work Plan" in this Agreement shall refer to the one contained in Exhibit "B-1". However, if after goodfaith negotiations, Volunteer and the Department cannot agree upon modifications to the Work Plan, then except with respect to Volunteer's obligations under Paragraphs VI and VIII of this Agreement, this Agreement shall terminate effective the date of the Department's written notification to Volunteer that negotiations have failed to develop an acceptable modification to the Work Plan; Volunteer shall not leave the Site in a condition, from the perspective of human health and environmental protection, worse than that which prevailed before remedial activities were commenced; and (except with respect to the Department's right to enforce the obligations of Volunteer previously described in this sentence) both parties retain whatever rights they may have had respecting each other as they had before the effective date of this Agreement.**

3. **Volunteer shall notify the Department of any significant difficulties that may be encountered in implementing the Work Plan, any Department-approved modification to the Work Plan, or any Department-approved detail, document, or specification prepared by or on behalf of Volunteer pursuant thereto and shall not modify any obligation unless first approved by the Department.**

C. During implementation of all construction activities identified in the Work Plan, Volunteer shall have on-Site a full-time representative who is qualified to supervise the work done.

D. In accordance with the schedule contained in the Work Plan, as may be modified by agreement between the parties, Volunteer shall submit to the Department a final engineering report. The final engineering report shall include a detailed post-remedial operation and maintenance plan ("O&M Plan"), to the extent necessary; "as-built" drawings showing all changes made during construction, to the extent necessary; and a certification that all activities were completed in full accordance with the Work Plan, any Department-approved modification to the Work Plan, any Department-approved detail, document, or specification prepared by or on behalf of Volunteer pursuant thereto, and this Agreement. The O&M Plan, "as built" drawings, final engineering report, and certification must be prepared, signed, and sealed by a professional engineer.

E. Should post-remedial operation and maintenance prove to be necessary, upon the Department's approval of the O&M Plan, Volunteer shall implement the O&M Plan in accordance with the schedule and requirements of the Department-approved O&M Plan.

F. 1. i. Within 60 days after receipt of the final engineering report and certification, the Department shall notify Volunteer in writing whether the Department is satisfied with the implementation of the Work Plan, **any Department-approved detail, document, or specification prepared by or on behalf of Volunteer pursuant thereto, and this Agreement.**

ii. **Within 60 days after completion of the Department-approved O&M Plan, if any, Volunteer shall submit to the Department a final engineering report and certification that the post-remedial operation and maintenance activities identified in the Department-approved O&M Plan were implemented in accordance with that plan. The Department shall notify Volunteer whether it is satisfied with the O&M Plan's implementation.**

2. Upon being satisfied that the Site-specific cleanup levels identified in, or to be identified in accordance with, the Work Plan have been reached, the Department shall notify Volunteer in writing of its satisfaction and, except for the reservations identified below, the Department **and the Trustee** release, covenant not to sue, and shall forbear from bringing any action, proceeding, or suit against Volunteer for the further investigation and remediation of the Site, **or for natural resources damages**, based upon the release or threatened release of any Existing Contamination, provided that (a) timely payments of the amounts specified in Paragraph VI of this Agreement continue to be or have been made to the Department, (b) **appropriate notices and deed restrictions have been recorded in accordance with Paragraphs IX and X of this Agreement**, and (c) Volunteer and/or its lessees, sublessees, successors, or assigns promptly commence and diligently pursue to completion the Department-approved O&M Plan, if any. Nonetheless, the Department **and the Trustee** hereby reserve all of **their respective** rights concerning, and such forbearance shall not extend to, any further investigation or remedial action the Department deems reasonably necessary:

i. **due to off-Site migration of contaminants other than petroleum resulting in impacts to environmental resources, to human health, or to other biota that are not inconsequential and to off-Site migration of petroleum, irrespective of whether the information available to Volunteer and the Department at the time of the development of the Work Plan disclosed the existence or potential existence of such off-Site migration;**

ii. **due to environmental conditions related to the Site that were unknown to the Department at the time of its approval of the Work Plan which indicates that Site conditions are not sufficiently protective of human health and the environment for the Contemplated Use;**

iii. due to information received, in whole or in part, after the Department's approval of the final engineering report and certification, which indicates that the activities carried out in accordance with the Work Plan are not sufficiently protective of human health and the environment for the Contemplated Use;

iv. due to Volunteer's failure to implement this Agreement to the Department's satisfaction; or

v. due to fraud or mistake committed by Volunteer in demonstrating that the Site-specific cleanup levels identified in, or to be identified in accordance with, the Work Plan were reached.

Additionally, the Department **and the Trustee** hereby reserve all of **their respective** rights concerning, and any such release, covenant not to sue, and forbearance shall not extend to, any further investigation or abatement it deems necessary to be undertaken in the event that Volunteer causes or suffers the release or threat of release at the Site of any hazardous substance (as that term is defined at 42 USC 9601[14]) or petroleum (as that term is defined in Navigation Law §172[15]) after the effective date of this Agreement; or Volunteer causes a, or suffers the use of the Site to, change from the Contemplated Use to one requiring a lower level of residual contamination before that use can be implemented with sufficient protection of human health and the environment.

3. Notwithstanding any other provision in this Agreement, if with respect to the Site there exists or may exist a claim of any kind or nature on the part of the New York State Environmental Protection and Spill Compensation Fund against any party, nothing in this Agreement shall be construed, or deemed, to preclude the State of New York from recovering such claim.

G. If the Department is satisfied with the implementation of the Work Plan and Department-approved design, the Department shall provide Volunteer with a separate written "no further action" letter substantially similar to the model letter attached to this Agreement and incorporated in this Agreement as Exhibit "C."

H. 1. Notwithstanding any other provision of this Agreement, with respect to any claim or cause of action asserted by the Department **or the Trustee**, the one seeking the benefit of the forbearance, covenant not to sue, or release set forth in Subparagraph I.F or in a "no further action" letter issued under Subparagraph I.G of this Agreement shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributable solely to Existing Contamination.

2. Except as above provided in Subparagraph I.F of this Agreement and in the "no further action" letter issued under Subparagraph I.G of this Agreement, nothing in this Agreement is intended as a release, forbearance, or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the Department, **the Trustee**, or the State of New York may have against any person, firm, corporation, or other entity not a party to this Agreement. In addition, notwithstanding any other provision in this Paragraph I of this Agreement, the forbearance, covenant not to sue, and release described in Subparagraph I.F and **in the "no further action" letter issued under Subparagraph I.G of this Agreement shall not extend to parties that were responsible under law before the effective date of this Agreement to address the Existing Contamination.**

II. Progress Reports

A. Volunteer shall submit to the parties identified in Subparagraph XI.A.1 in the numbers specified therein copies of written quarterly progress reports that:

1. describe the actions which have been taken toward achieving compliance with this Agreement during the previous quarter;
2. include all results of sampling and tests and all other data received or generated by Volunteer or Volunteer's contractors or agents in the previous quarter, including quality assurance/quality control information, whether conducted pursuant to this Agreement or conducted independently by Volunteer;
3. identify all work plans, reports, and other deliverables required by this Agreement that were completed and submitted during the previous quarter;
4. describe all actions, including, but not limited to, data collection and implementation of the Work Plan, that are scheduled for the next quarter and provide other information relating to the progress at the Site;
5. include information regarding percentage of completion, unresolved delays encountered or anticipated that may affect the future schedule for implementation of Volunteer's obligations under the Agreement, and efforts made to mitigate those delays or anticipated delays; and
6. include any modifications to the Work Plan that Volunteer has proposed to the Department and any that the Department has approved.

B. Volunteer shall submit these progress reports to the Department by the tenth day of every quarter following the effective date of this Agreement and Volunteer's obligation to submit the progress reports shall terminate upon its receipt of the written satisfaction notification identified in Subparagraph I.F of this Agreement **approving Volunteer's final engineering report and certification concerning the Work Plan's implementation. However, Volunteer shall continue to submit reports concerning the implementation of any O&M Plan that may be required under this Agreement, in accordance with the Plan's requirements.**

C. Volunteer also shall allow the Department to attend, and shall provide the Department at least five days advance notice of, any of the following: prebid meetings, job progress meetings, substantial completion meeting and inspection, and final inspection and meeting, provided, however, that Volunteer shall not be required under this Agreement to submit any portions of records and/or information that would disclose privileged mental impressions, conclusions, opinions, or legal theories, as provided for by applicable New York law.

III. Review of Submittals

A. 1. The Department shall review each of the submittals Volunteer makes pursuant to this Agreement to determine whether it was prepared, and whether the work done to generate the data and other information in the submittal was done, in accordance with this Agreement and generally accepted technical and scientific principles. The Department shall notify Volunteer in writing of its approval or disapproval of the submittal. All Department-approved submittals shall be incorporated into and become an enforceable part of this Agreement.

2. i. If the Department disapproves a submittal, except with respect to the final engineering report and certification (in which case the period shall be 60 days), it shall so notify Volunteer in writing and shall specify the reasons for its disapproval within 30 days after its receipt of the submittal and may request Volunteer to modify or expand the submittal; provided, however, that the matters to be addressed by such modification or expansion are within the specific scope of work as described in the Work Plan. Within 30 days after receiving written notice that Volunteer's submittal has been disapproved, Volunteer shall make a revised submittal to the Department which endeavors to address and resolve all of the Department's stated reasons for disapproving the first submittal.

ii. After receipt of the revised submittal, the Department shall notify Volunteer in writing within 30 days of its approval or disapproval. If the Department disapproves the revised submittal, Respondent may notify the Department within 10 days of receipt of notification of disapproval from the Department that it will further revise the submittal and Respondent may submit one further revised submittal within 21 days of receipt of notification of disapproval from the Department. If the Department disapproves the

revised submittal, and no further revised submittal is made, or if the Department disapproves the further revised submittal once made, unless Respondent requests within 10 days of receipt of notice of the Department's disapproval of the revised submittal or further revised submittal, an opportunity to respond to the Department's objections pursuant to the dispute resolution procedure in Subparagraph XIII.B., Respondent may be held in violation of this Agreement and the Department may take any action or pursue whatever rights it has pursuant to any provision of statutory or common law. If the Department approves the revised submittal, it shall be incorporated into and become an enforceable part of this Agreement.

B. Within 30 days after the Department's approval of the final engineering report and certification, Volunteer shall submit to the Department one microfilm copy (16 millimeter roll film M type cartridge) of that report and all other Department-approved drawings and submittals. Such submission shall be made to:

Director, Division of Environmental Remediation
New York State Department of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

IV. Enforcement

A. This Agreement shall be enforceable as a contractual agreement under the laws of the State of New York.

B. Volunteer shall not suffer any penalty under this Agreement or be subject to any proceeding or action if it cannot comply with any requirement of this Agreement because of fire, lightning, earthquake, flood, adverse weather conditions, strike, shortages of labor and materials, war, riot, obstruction or interference by adjoining landowners, or any other fact or circumstance beyond Volunteer's reasonable control ("force majeure event"). Volunteer shall, within five working days of when it obtains knowledge of any such force majeure event, notify the Department in writing. Volunteer shall include in such notice the measures taken and to be taken by Volunteer to prevent or minimize any delays and shall request an appropriate extension or modification of this Agreement. Volunteer shall have the burden of proving by a preponderance of the evidence that an event is a defense to compliance with this Agreement pursuant to this Subparagraph IV.B of this Agreement. Any extension of time hereunder shall be for a period of time not less than the period of delay resulting from such circumstance.

V. Entry upon Site

Volunteer hereby consents to the entry upon the Site or areas in the vicinity of the Site which may be under the control of Volunteer by any duly designated employee, consultant, contractor, or agent of the Department or any State agency having jurisdiction with respect to the Response Program for purposes of inspection, sampling, and testing and to ensure Volunteer's compliance with this Agreement. The Department shall abide by the health and safety rules in effect for work performed at the Site under the terms of this Agreement. Upon request, Volunteer shall provide the Department with suitable office space at the Site, including access to a telephone, and shall permit the Department full access to all records relating to matters addressed by this Agreement and to job meetings, provided, however, that Volunteer shall not be required under this Agreement to submit any portions of records and/or information that would disclose privileged mental impressions, conclusions, opinions, or legal theories, as provided for by applicable New York law.

VI. Payment of State Costs

A. Within thirty days after receipt of an itemized invoice from the Department, unless Volunteer invokes with regard to the amounts claimed by the Department the dispute resolution mechanism identified in Subparagraph XIII.C. within thirty (30) days of the receipt of the invoice, Volunteer shall pay to the Department a sum of money which shall represent reimbursement for the State's expenses including, but not limited to, direct labor, fringe benefits, indirect costs, travel, analytical costs, and contractor costs incurred by the State of New York, as well as for negotiating this Agreement, reviewing and revising submittals made pursuant to this Agreement, overseeing activities conducted pursuant to this Agreement, collecting and analyzing samples, and administrative costs associated with this Agreement, but not including the State's expenses incurred after the Department's notification identified in **Subparagraph I.F.2 of this Agreement of its approval of the final engineering report and certification pertaining to the implementation of the Work Plan or, if any, of the Department-approved O&M Plan, whichever is later.** Each such payment shall be made by check payable to the Department of Environmental Conservation and shall be sent to:

Bureau of Program Management
Division of Environmental Remediation
New York State Department of Environmental Conservation
50 Wolf Road
Albany, NY 12233-7010

Personal service costs shall be documented by reports of Direct Personal Service, which shall identify the employee name, title, biweekly salary, and time spent (in hours) on the project during the billing period, as identified by an assigned time and activity code. Approved

agency fringe benefit and indirect cost rates shall be applied. Non-personal service costs shall be summarized by category of expense (e.g., supplies, materials, travel, contractual) and shall be documented by expenditure reports.

B. Reimbursement by Respondent of future State costs, which are incurred by the New York State Departments of Environmental Conservation and Health after the effective date of this Agreement as defined in Subparagraph XII.O. of this Agreement, is capped at Twenty Thousand (\$20,000.00) Dollars.

C. As provided for in Subparagraph XIII.C. of this Agreement, Respondent can seek dispute resolution of reimbursement of State costs solely on the following grounds: (1) the cost documentation contains clerical errors; (2) the costs are not related to the Department's activities concerning the Site; or (3) the work for which reimbursement is sought was not necessary.

VII. Department Reservation of Rights

A. Except as provided in Subparagraph I.F of this Agreement and in any "no further action" letter issued under Subparagraph I.G of this Agreement, nothing contained in this Agreement shall be construed as barring, diminishing, adjudicating, or in any way affecting any of the Department's or Trustee's rights with respect to any party other than Volunteer.

B. Nothing contained in this Agreement shall prejudice any rights of the Department or Trustee to take any investigatory or remedial action it may deem necessary if Volunteer fails to comply with this Agreement or contamination other than Existing Contamination is encountered at the Site.

C. Nothing contained in this Agreement shall be construed to prohibit the Commissioner or his duly authorized representative from exercising any summary abatement powers.

D. Nothing contained in this Agreement shall be construed to affect the Department's right to terminate this Agreement at any time during its implementation if Volunteer fails to comply substantially with this Agreement's terms and conditions.

E. Except as otherwise provided in this Agreement, Volunteer specifically reserves all defenses Volunteer may have under applicable law respecting any Departmental assertion of remedial liability against Volunteer; and reserves all rights Volunteer may have respecting the enforcement of this Agreement, including the rights to notice, to be heard, to appeal, and to any other due process. The existence of this Agreement or Volunteer's compliance with this Agreement shall not be construed as an admission of liability, fault, or wrongdoing by Volunteer, and shall not give rise to any presumption of law or finding of fact which shall inure to the benefit of any third party.

VIII. Indemnification

Volunteer shall indemnify and hold the Department, the Trustee, the State of New York, and their representatives and employees harmless for all claims, suits, actions, damages, and costs of every name and description arising out of or resulting from the fulfillment or attempted fulfillment of this Agreement by Volunteer and/or any of Volunteer's directors, officers, employees, servants, agents, successors, and assigns. Respondent, however, shall not be obligated to indemnify the Department, the State of New York, and their representatives and employees for any liability arising from willful, wanton or malicious acts, or acts constituting gross negligence by the Department, the State of New York, and their representatives and employees during the course of any activities conducted pursuant to this Order.

IX. Notice of Sale or Transfer

A. Within 30 days after the effective date of this Agreement, Volunteer shall file the Notice of Agreement, which is attached to this Agreement as Exhibit "D," with the Nassau County Clerk to give all parties who may acquire any interest in the Site notice of this Agreement. **Volunteer may terminate the Notice when the Department notifies Volunteer in writing pursuant to Subparagraph I.F.2 of this Agreement that the Department is satisfied with the Site-specific cleanup levels identified in, or to be identified in accordance with, the Work Plan have been reached and that the O&M Plan has been successfully implemented.**

B. If Volunteer proposes to transfer the whole or any part of Volunteer's leasehold interest in the Site, Volunteer shall, not fewer than 60 days before the date of transfer, notify the Department in writing of the identity of the transferee and of the nature and proposed date of the transfer and shall notify the transferee in writing, with a copy to the Department, of the applicability of this Agreement.

X. Deed Restriction

A. Within 30 days of its receipt of the Department's notification pursuant to Subparagraph I.F.2 of this Agreement approving Volunteer's final engineering report and certification concerning the Work Plan, Volunteer shall record an instrument with the Nassau County Clerk, to run with the land, that:

1. shall prohibit the Site from ever being used for purposes other than of the Contemplated Use without the express written waiver of such prohibition by the Department, or if at such time the Department shall no longer exist, any New York State department, bureau, or other entity replacing the Department.

2. shall provide that Volunteer, on behalf of itself and its successors and assigns, hereby consents to the enforcement by the Department, or if at such time the Department shall no longer exist, any New York State department, bureau, or other entity replacing the Department, of the prohibitions and restrictions that this Paragraph X requires to be recorded, and hereby covenants not to contest such enforcement.

B. Volunteer shall provide the Department with a copy of such instrument certified by the Nassau County Clerk to be a true and faithful copy of the instrument as recorded in the Office of the Nassau County Clerk.

XI. Communications

A. All written communications required by this Agreement shall be transmitted by United States Postal Service, by private courier service, or hand delivered.

1. Communication from Volunteer shall be sent to:

Joseph Jones
Project Manager
Bureau of Eastern Remedial Action
Division of Environmental Remediation
N.Y.S. Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010.

with copies to:

Chittibabu Vasudevan, Ph.D., P.E.
Chief, Remedial Section A.
Bureau of Eastern Remedial Action
Division of Environmental Remediation
N.Y.S. Dept. of Environmental Remediation
50 Wolf Road
Albany, New York 12233-7010

G. Anders Carlson, Ph.D.
Director, Bureau of Environmental
Exposure Investigation
New York State Department of Health
2 University Place
Albany, New York 12203

John F. Byrne, Esq.
Senior Attorney
N.Y.S. Dept. of Environmental Conservation
Division of Environmental Enforcement
200 White Plains Road - 5th. Floor
Tarrytown, New York 10591-5805

Copies of work plans and reports shall be submitted as follows:

One copy to:

Chittibabu Vasudevan, Ph.D., P.E.
Chief, Remedial Section A.
Bureau of Eastern Remedial Action
Division of Environmental Remediation
N.Y.S. Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

Three copies (one unbound) to:

Joseph Jones
Project Manager
Bureau of Eastern Remedial Action
Division of Environmental Remediation
N.Y.S. Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

Two copies to:

G. Anders Carlson, Ph.D.
Director, Bureau of Environmental
Exposure Investigation
New York State Department of Health
2 University Place
Albany, New York 12203

One copy to:

John F. Byrne, Esq.
Senior Attorney
N.Y.S. Dept. of Environmental Conservation
Division of Environmental Enforcement
200 White Plains Road - 5th. Floor
Tarrytown, New York 10591-5805

2. Communication to be made from the Department to Volunteer shall be sent to:

Louis J. Stans
Director of Engineering
Photocircuits Corporation
31 Sea Cliff Avenue
Glen Cove, New York 11542

Mark C. Pennington, Esq.
Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, N.Y. 10178-0060

B. The Department and Volunteer reserve the right to designate additional or different addressees for communication on written notice to the other given in accordance with this Paragraph XI.

XII. Miscellaneous

A. 1. By entering into this Agreement, Volunteer certifies that it has fully and accurately disclosed to the Department all information known to Volunteer and all information in the possession or control of Volunteer's officers, directors, employees, contractors, and agents which relates in any way to the contamination existing on the effective date of this Agreement or any past or potential future release of hazardous substances, pollutants, or contaminants at or from the Site and to their application for this Agreement. **Volunteer also certifies that it has not caused or contributed to a release or threat of release of hazardous substances or pollutants or contaminants at, or from, the Site.**

2. If the Department determines that information Volunteer provided and certifications made are not materially accurate and complete, this Agreement, within the sole discretion of the Department, shall be null and void, and the Department shall reserve all rights that it may have.

B. Volunteer shall retain professional consultants, contractors, laboratories, quality assurance/quality control personnel, and data validators acceptable to the Department to perform the technical, engineering, and analytical obligations required by this Agreement. The responsibility for the performance of the professionals retained by Volunteer shall rest solely with Volunteer.

C. The Department shall have the right to obtain split samples, duplicate samples, or both, of all substances and materials sampled by Volunteer, and the Department also shall have the right to take its own samples. Volunteer shall make available to the Department the results of all sampling and/or tests or other data generated by Volunteer with respect to implementation of this Agreement and shall submit these results in the progress reports required by this Agreement. Volunteer shall have the right to obtain split samples and/or a copy of analytical results of all substances and materials sampled by the Department.

D. Volunteer shall notify the Department at least five working days in advance of any field activities to be conducted pursuant to this Agreement.

E. 1. Subject to Subparagraph XII.E.2 of this Agreement, Volunteer shall obtain all permits, easements, rights-of-way, rights-of-entry, approvals, or authorizations necessary to perform the Volunteer's obligations under this Agreement.

2. In carrying out the activities identified in the Work Plan, the Department shall exempt Volunteer from the requirement to obtain any Department permit for any activity that is conducted on the Site and that satisfies all substantive technical requirements applicable to like activity conducted pursuant to a permit.

F. Volunteer, Volunteer's officers, directors, agents, servants, and employees (in the performance of their designated duties on behalf of Volunteer), and Volunteer's lessees, successors, and assigns shall be bound by this Agreement. Any change in ownership or corporate status of Volunteer including, but not limited to, any transfer of assets or real or personal property shall in no way alter Volunteer's responsibilities under this Agreement. Volunteer's officers, directors, employees, servants, and agents shall be obliged to comply with the relevant provisions of this Agreement in the performance of their designated duties on behalf of Volunteer.

G. Volunteer shall provide a copy of this Agreement to each contractor hired to perform work required by this Agreement and to each person representing Volunteer with respect to the Site and shall condition all contracts entered into in order to carry out the obligations identified in this Agreement upon performance in conformity with the terms of this Agreement. Volunteer or Volunteer's contractors shall provide written notice of this Agreement to all subcontractors hired to perform any portion of the work required by this Agreement. Volunteer shall nonetheless be responsible for ensuring that Volunteer's contractors and subcontractors perform the work in satisfaction of the requirements of this Agreement.

H. All references to "professional engineer" in this Agreement are to an individual registered as a professional engineer in accordance with Article 145 of the New York State Education Law. If such individual is a member of a firm, that firm must be authorized to offer professional engineering services in the State of New York in accordance with Article 145 of the New York State Education Law.

I. All references to "days" in this Agreement are to calendar days unless otherwise specified.

J. The paragraph headings set forth in this Agreement are included for convenience of reference only and shall be disregarded in the construction and interpretation of any of the provisions of this Agreement.

K. 1. No term, condition, understanding, or agreement purporting to modify or vary any term of this Agreement shall be binding unless made in writing and subscribed by the party to be bound. No informal advice, guidance, suggestion, or comment by the Department regarding any report, proposal, plan, specification, schedule, or any other submittal shall be construed as relieving Volunteer of Volunteer's obligation to obtain such formal approvals as may be required by this Agreement.

2. If Volunteer desires that any provision of this Agreement be changed, Volunteer shall make timely written application, signed by the Volunteer, to the Commissioner setting forth reasonable grounds for the relief sought. Copies of such written application shall be delivered or mailed to:

Chittibabu Vasudevan, Ph.D., P.E.
Chief, Remedial Section A.
Bureau of Eastern Remedial Action
Division of Environmental Remediation
N.Y.S. Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

Joseph Jones
Project Manager
Remedial Section A.
Bureau of Eastern Remedial Action
Division of Environmental Remediation
N.Y.S. Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

John F. Byrne, Esq.
Senior Attorney
Division of Environmental Enforcement
N.Y.S. Dept. of Environmental Conservation
200 White Plains Road - 5th. Floor
Tarrytown, New York 10591-5805

L. In undertaking the work required under this Agreement, Volunteer and its officers, directors, employees, representatives, agents, contractors and subcontractors are deemed for the purpose of ECL 27.1321.3 and any other similar provision of state or federal law, to be performing services related to cleanup or restorative work which is conducted pursuant to a contract with the Department.

M. The provisions of this Agreement do not constitute and shall not be deemed a waiver of any right Volunteer otherwise may have to seek and obtain contribution and/or indemnification from other potentially responsible parties or their insurers, or Volunteer's insurers, for payments made previously or in the future for response costs. To the extent authorized under 42 USC 9613 and any other applicable law, Volunteer shall not be liable for any claim, now or in the future, in the nature of contribution by potentially responsible parties concerning the Existing Contamination. In any future action brought by Volunteer against a potentially responsible party under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the provision of 42 USC 9613(f)(3) shall apply.

N. Volunteer and Volunteer's employees, servants, agents, lessees, successors, and assigns hereby affirmatively waive any right they had, have, or may have to make a claim pursuant to Article 12 of the Navigation Law with respect to the Site, and further release and hold harmless the New York State Environmental Protection and Spill Compensation Fund from any and all legal or equitable claims, suits, causes of action, or demands whatsoever that any of same has or may have as a result of Volunteer's entering into or fulfilling the terms of this Agreement with respect to the Site.

O. The effective date of this Agreement shall be the date it is signed by the Commissioner or his designee.

XIII Dispute Resolution

A. Volunteer's failure to comply with any term of this Agreement constitutes a violation of this Agreement and the ECL, subject to the provisions of Subparagraph XIII.B. with respect to disputes arising over the approvability by the Department of a submittal of Volunteer pursuant to Paragraph III of this Agreement, and subject to the provisions of Subparagraph XIII.C., with respect to disputes arising over the reimbursement by Volunteer of State costs pursuant to Paragraph VI of this Agreement.

B. 1. If the Department disapproves a revised submittal and no further revised submittal is made, or if the Department disapproves a second revised submittal, Volunteer shall be in violation of this Agreement unless, within 10 days of receipt of the Department's notice of disapproval, Volunteer serves on the Department a request for an appointment of an Administrative Law Judge ("ALJ"), and a written statement of the issues in dispute, the relevant facts upon which the dispute is based, and factual data, analysis or opinion supporting its position, and all supporting documentation on which the Volunteer relies (hereinafter called the "Statement of Position"). The Department shall serve its Statement of Position, including supporting documentation, no later than ten (10) business days after receipt of Volunteer's Statement of Position. Volunteer shall have five (5) business days after receipt of the Department's Statement of Position within which to serve upon the Department a reply to the Department's Statement of Position, and in the event Volunteer serves such a reply, the Department shall have five (5) business days after receipt of Volunteer's reply to the Department's Statement of Position within which to serve upon Volunteer the Department's reply to Volunteer's reply to the Department's Statement of Position. In the event that the periods for exchange of Statements of Position and replies may cause a delay in the work being performed under this Agreement, the time periods may be shortened upon and in accordance with notice by the Department as agreed to by the Volunteer.

2. An administrative record of any dispute under this Subparagraph shall be maintained by the Department. The record shall include the Statement of Position of each party pursuant to Subparagraph XIII.B.1., and any relevant information. The record shall be available for review of all parties and the public. Upon review of the administrative record as developed pursuant to this Paragraph, the ALJ shall issue a final decision and order resolving the dispute. Volunteer shall revise the submittal in accordance with the Department's specific comments, as may be modified by the ALJ and except for those which have been withdrawn by the ALJ, and shall submit a revised submittal. The period of time within which the submittal must be revised as specified by the Department in its notice of disapproval shall control unless the ALJ revises the time frame in the ALJ's final decision and order resolving the dispute.

3. After receipt of the revised submittal, the Department shall notify Volunteer in writing of its approval or disapproval of the revised submittal. If the revised submittal fails to address the Department's specific comments, as may be modified by the ALJ, and the Department disapproves the revised submittal for this reason, Volunteer shall be in violation of this Agreement and the ECL. In review by the ALJ of any dispute pursued under this Subparagraph, Volunteer shall have the burden of proving that there is no rational basis for the Department's decision.

4. The invocation of the procedures stated in this Subparagraph shall not extend, postpone, or modify Volunteer's obligations under this Agreement with respect to any disputed items, unless and until the Department agrees or a court determines otherwise. The invocation of the procedures stated in this Subparagraph shall constitute an election of remedies by Volunteer, and such election of this remedy shall constitute a waiver of any and all other remedies which may otherwise be available to Volunteer regarding the issue in dispute. Volunteer's rights granted pursuant to Article 78 of the Civil Practice Law and Rules (CPLR) of New York are unaffected by the provisions of this Subparagraph.

C. 1. The dispute resolution procedure of this Subparagraph, which pertains to Paragraph VI (Payment of State Costs), applies to payment of State costs solely on the following grounds: (1) the cost documentation contains clerical errors; (2) the costs are not related to the Department's activities concerning the Site; or (3) the work for which reimbursement is sought was not necessary.

2. If within 30 days after receipt of an itemized invoice from the Department for reimbursement of State costs as called for in Paragraph VI (Payment of State Costs) of this Agreement, Volunteer fails to pay the sum indicated in said itemized invoice solely for any or all of the reasons enumerated in Subparagraph XIII.C.1. of this Agreement, Volunteer shall be in violation of this Agreement, unless, within thirty (30) days of receipt of said itemized invoice, Volunteer requests to meet with the Director of Environmental Remediation ("the Director") in order to discuss Volunteer's basis for its refusal to pay said itemized invoice, and Volunteer is available to meet immediately thereafter. At this meeting, Volunteer shall be given an opportunity to present its objections to the payment of said itemized invoice, and the Director shall have the authority to modify and/or withdraw said itemized invoice. If the Volunteer subsequently fails to pay said itemized invoice in the amount and within the time period for payment determined by the Director, then Volunteer shall be in violation of this Agreement and the ECL.

3. The invocation of the formal dispute resolution procedures under this Subparagraph shall not of itself extend, postpone or affect in any way any of Volunteer's obligations under this Agreement. The invocation of the procedures stated in this Subparagraph shall constitute an election of remedies by Volunteer, and such election of this remedy shall constitute a waiver of any and all other remedies which may otherwise be available to Volunteer regarding the issue in dispute. Volunteer's rights granted pursuant to Article 78 of the Civil Practice Law and Rules (CPLR) of New York are unaffected by the provisions of this Subparagraph.

DATED:

JOHN P. CAHILL, ACTING COMMISSIONER
NEW YORK STATE DEPARTMENT
OF ENVIRONMENTAL CONSERVATION AND
TRUSTEE OF THE STATE'S NATURAL
RESOURCES

CONSENT BY VOLUNTEER

Photocircuits Corporation

Volunteer hereby consents to the issuing and entering of this Agreement, waives Volunteer's right to a hearing herein as provided by law, and agrees to be bound by this Agreement.

By: _____

Title: _____

Date: _____

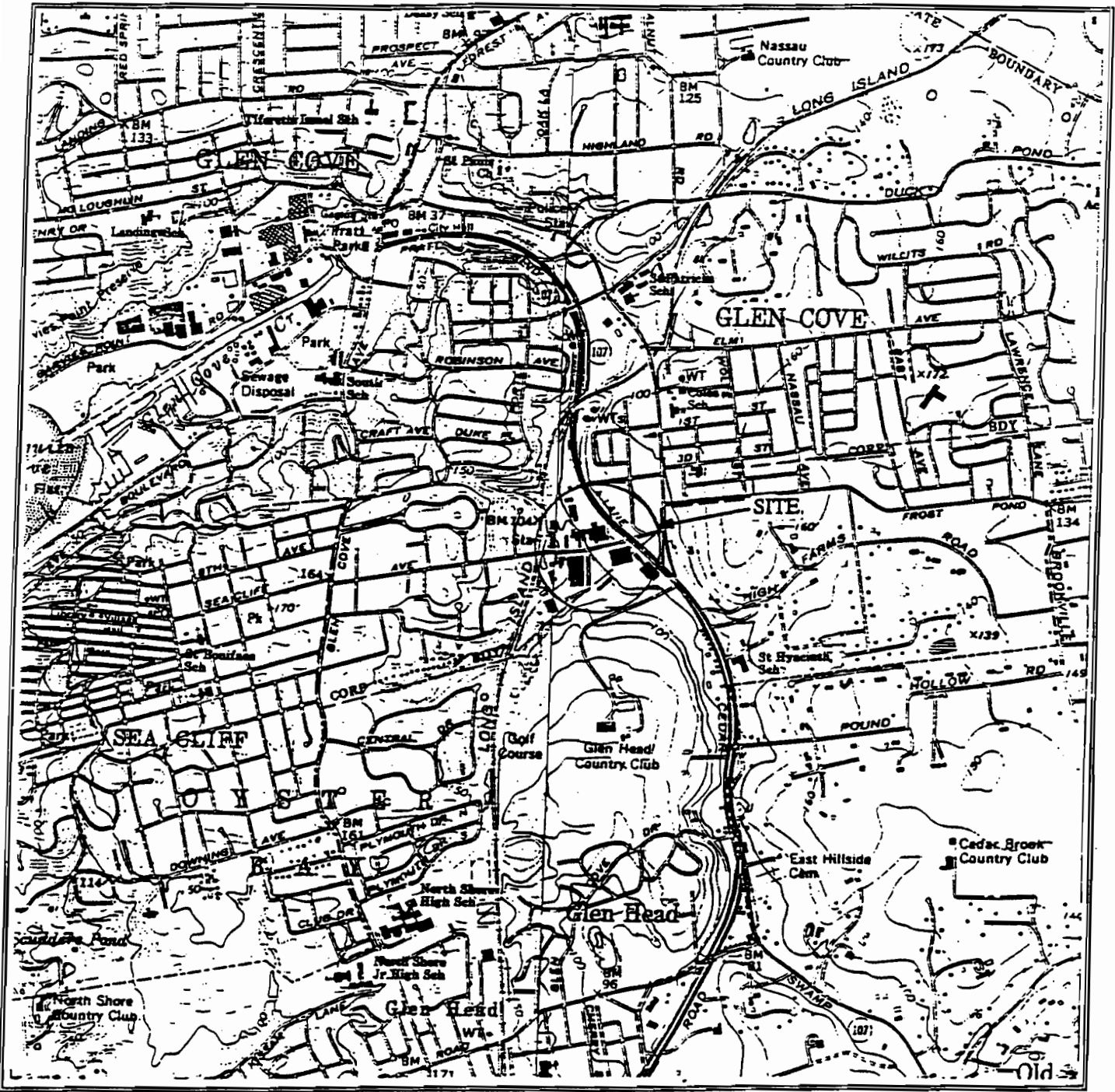
STATE OF NEW YORK)
) s.s.:
COUNTY OF)

On this _____ day of _____, 1997, before me personally came _____ to me known, who being duly sworn, did depose and say that he/she resides in _____; that he/she is _____ of the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name on behalf of _____ and was authorized to do so.

Notary Public

EXHIBIT "A"

Map of Site



SITE LONGITUDE - 73.6231° W
 SITE LATITUDE - 40.8518° N



FIGURE A - SITE TOPOGRAPHY

Source: U.S.G.S. Sea Cliff and Hicksville Quadrangles
 Scale: 1" = 2000'

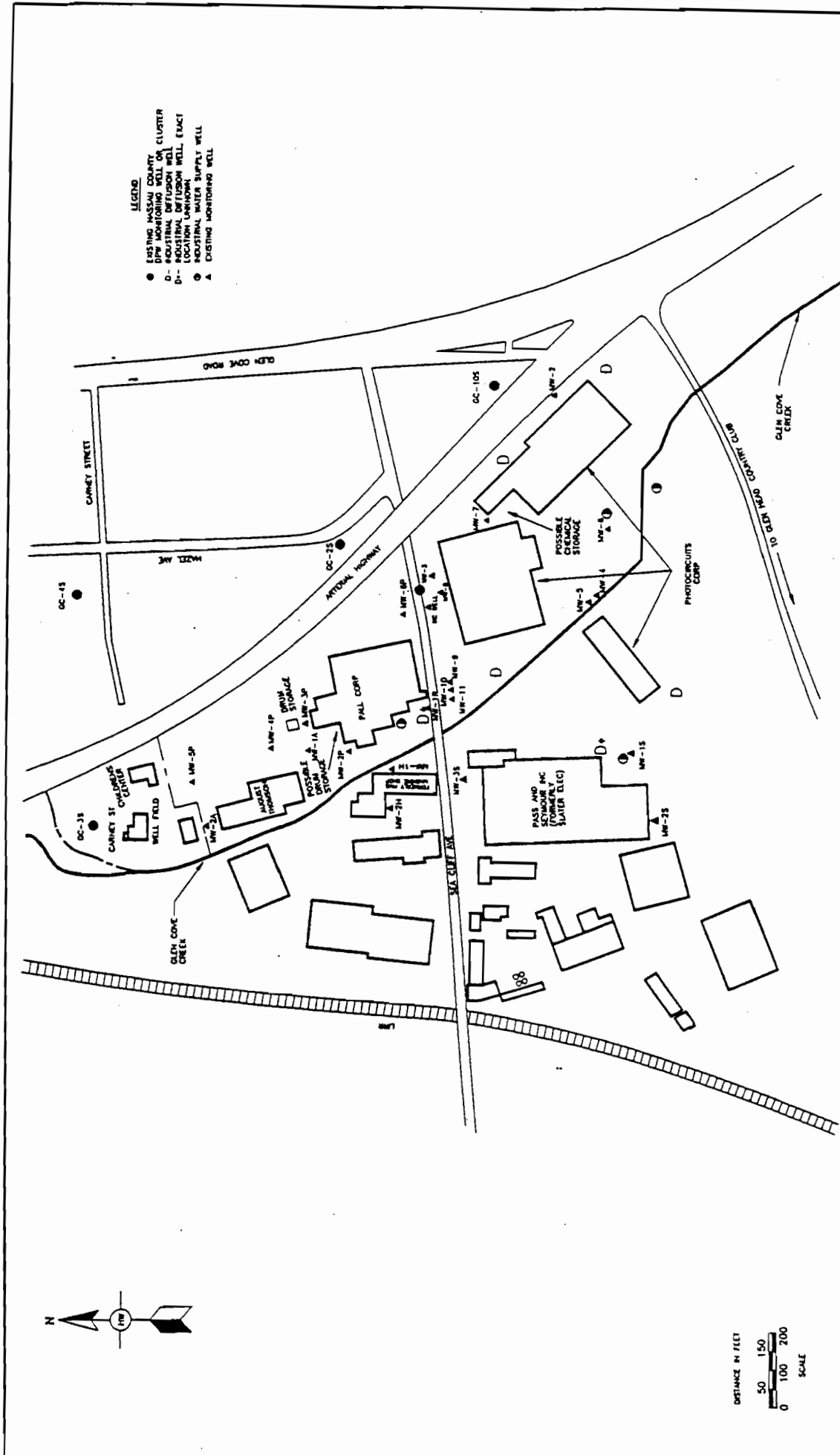
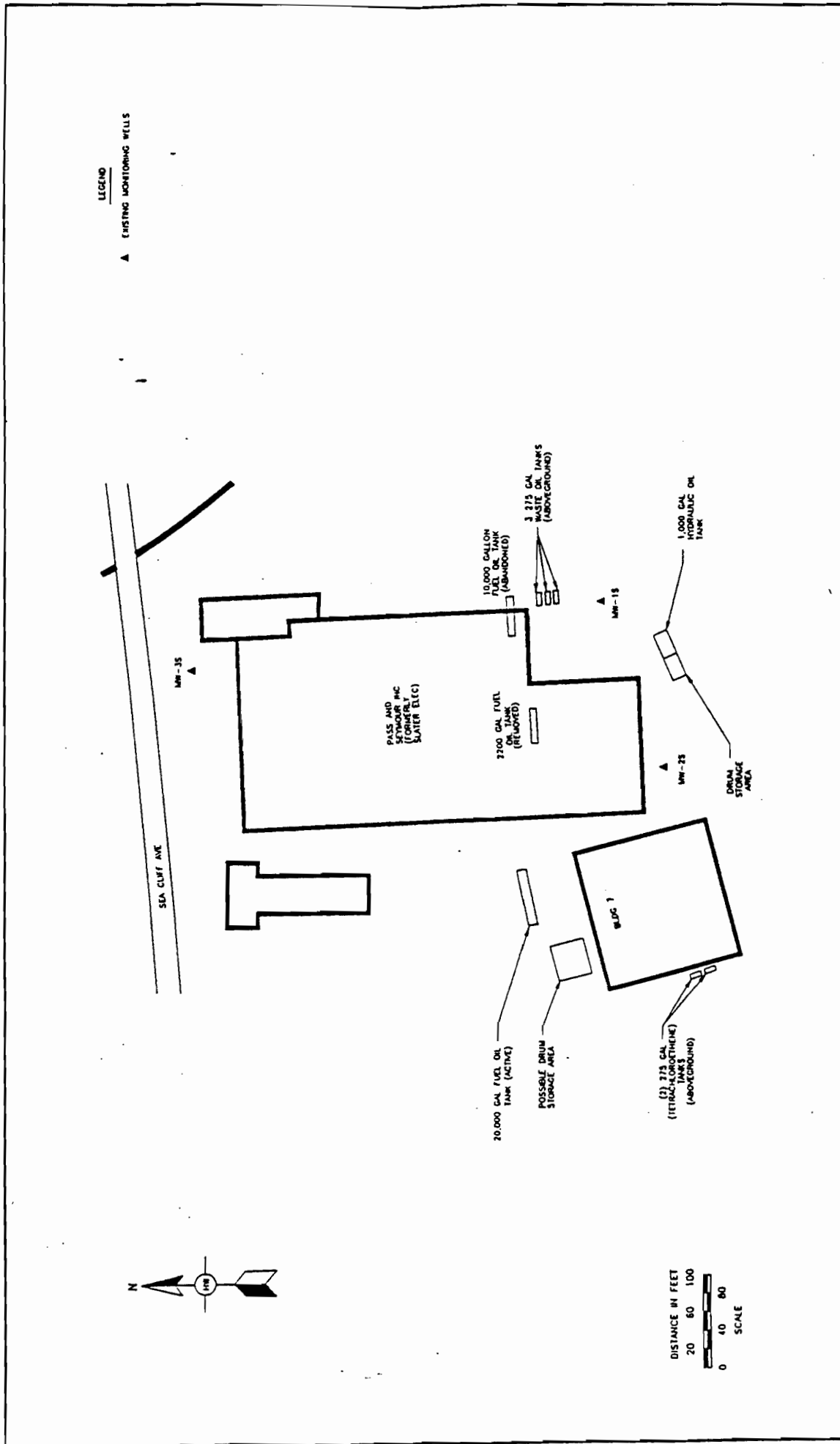


FIGURE 1
SITE PLAN
GLEN COVE INDUSTRIAL AREA
GLEN COVE, NEW YORK

COUNTY OF MASSAU
DEPARTMENT OF PUBLIC WORKS
SANITATION & WATER SUPPLY
HAZARDOUS WASTE SERVICES UNIT

FILE NAME: \DFO\GCGING	CONTRACT NUMBER:	SHEET NO.:
SCALE: AS SHOWN	DWG. NO.:	1 OF 1
DESIGNED BY: M FLAHERTY	DATE: 4/11/93	DATE: 4/21/93
DATE: 12/11/93	CHECKED BY: S URBAN	DATE: 1/21/93
DATE:	DRAWN BY: J EINHART	DATE: 4/21/93
REVISION DESCRIPTION:	CHECKED BY:	DATE:
	S URBAN	



FILE NAME: \BWC\CCPASS		CONTRACT NUMBER:		SHEET NO. 1 OF 1	
SCALE: AS SHOWN	DESIGNED BY: M.FLAHERTY	DWG. NO.	DATE: 1/18/93	DATE: 6/22/98	DATE: 8/21/93
12/1/93					
ORIGINAL RELEASE					
REVISION DESCRIPTION					
NO.					

COUNTY OF NASSAU
 DEPARTMENT OF PUBLIC WORKS
 SANITATION & WATER SUPPLY
 HAZARDOUS WASTE SERVICES UNIT

FIGURE 8
 SITE PLAN
 PASS AND SEYMOUR
 GLEN COVE, NEW YORK

EXHIBIT "B"

Department-Approved Work Plan

EXHIBIT "C"

Assignable Release and Covenant Not To Sue

[On Department Letterhead]

[Insert Date]

To whom it may concern:

Unless otherwise specified in this letter, all terms used herein shall have the meaning assigned to them under the terms of the Voluntary Agreement entered into between the New York State Department of Environmental Conservation (the "Department") and Photocircuits Corporation ("Volunteer"), Index No. W1-0771-96-07 (the "Agreement").

The Department is pleased to report that the Department is satisfied that the Department-approved Work Plan to implement a response program at the parcel of land located at 45 Sea Cliff Avenue, Glen Cove, Nassau County, with Tax Map Numbers of Section 21, Block S, Lots 844, 895A, 895B, 896, 897 and 898, and with a map attached hereto as Appendix "A" (the "Site"), has been successfully implemented. So long as no information has been withheld from the Department or mistake made as to the hazard posed by any Site-related compound or analyte of concern, the Department believes that no further investigation or response will be required at the Site respecting the Existing Contamination to render the Site safe to be used for the Contemplated Use.

Assignable Release and Covenant Not To Sue:

The Department and the Trustee of New York State's natural resources ("Trustee"), therefore, hereby release, covenant not to sue, and shall forbear from bringing any action, proceeding, or suit against Volunteer, Volunteer's lessees, sublessees, successors, and assigns, and their respective secured creditors, for the further investigation or remediation of the Site, or for natural resource damages, based upon the release or threatened release at the Site of Existing Contamination; provided that (a) timely payments of the amounts specified in Paragraph VI of the Agreement continue to be, or have been, made to the Department; (b) appropriate notices and deed restrictions have been recorded in accordance with Paragraphs IX and X of the Agreement, and Volunteer and/or its lessees, sublessees, successors, or assigns promptly commence and diligently pursue to completion the Department-approved O&M Plan, if any. Nevertheless, the Department and the Trustee hereby reserve all of their respective rights concerning, and such release, covenant not to sue, and forbearance shall not extend to, any further investigation or remedial action the Department deems necessary:

● **due to offsite migration of contaminants other than petroleum resulting in impacts to environmental resources, to human health, or to other biota that are not inconsequential and to off-Site migration of petroleum, irrespective of whether the information available to Volunteer and the Department at the time of the development of the Work Plan disclosed the existence or potential existence of such off-Site migration;**

● due to environmental conditions related to the Site that were unknown to the Department at the time of its approval of the Work Plan which indicate that Site conditions are not sufficiently protective of human health and the environment for the Contemplated Use;

● **due to information received, in whole or in part, after the Department's approval of the final engineering report and certification, which indicates that the activities carried out in accordance with the Work Plan are not sufficiently protective of human health and the environment for the Contemplated Use;**

● due to Volunteer's failure to implement the Agreement to the Department's satisfaction; or

● due to fraud or mistake committed by Volunteer in demonstrating that the Site-specific cleanup levels identified in, or to be identified in accordance with, the Work Plan were reached.

Additionally, the Department and the Trustee hereby reserve all of their respective rights concerning, and any such release, covenant not to sue, and forbearance shall not extend to:

● Volunteer if it causes a, or suffers the, release or threat of release, at the Site of any hazardous substance (as that term is defined at 42 USC 9601[14]) or petroleum (as that term is defined in Navigation Law § 172[15]), other than Existing Contamination, after the effective date of the Agreement; or if it causes a, or suffers the use of the Site to, change from the Contemplated Use to one requiring a lower level of residual contamination before that use can be implemented with sufficient protection of human health and the environment; nor to

● any of Volunteer's lessees, sublessees, successors, or assigns who causes a, or suffers the, release or threat of release, at the Site of any hazardous substance (as that term is defined at 42 USC 9601[14]) or petroleum (as that term is defined in Navigation Law § 172[15]), other than Existing Contamination, after the effective date of the Agreement; who causes a, or suffers the use of the Site to, change from the Contemplated Use to one requiring a lower level of residual contamination before that use can be implemented with

sufficient protection of human health and the environment; or who is otherwise a party responsible under law for the remediation of the Existing Contamination independent of any obligation that party may have respecting same established resulting solely from the Agreement's execution.

Notwithstanding the above, however, with respect to any claim or cause of action asserted by the Department, the one seeking the benefit of this release shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributable solely to Existing Contamination.

Notwithstanding any other provision in this release, if with respect to the Site there exists or may exist a claim of any kind or nature on the part of the New York State Environmental Protection and Spill Compensation Fund against any party, nothing in this release shall be construed, or deemed, to preclude the State of New York from recovering such claim.

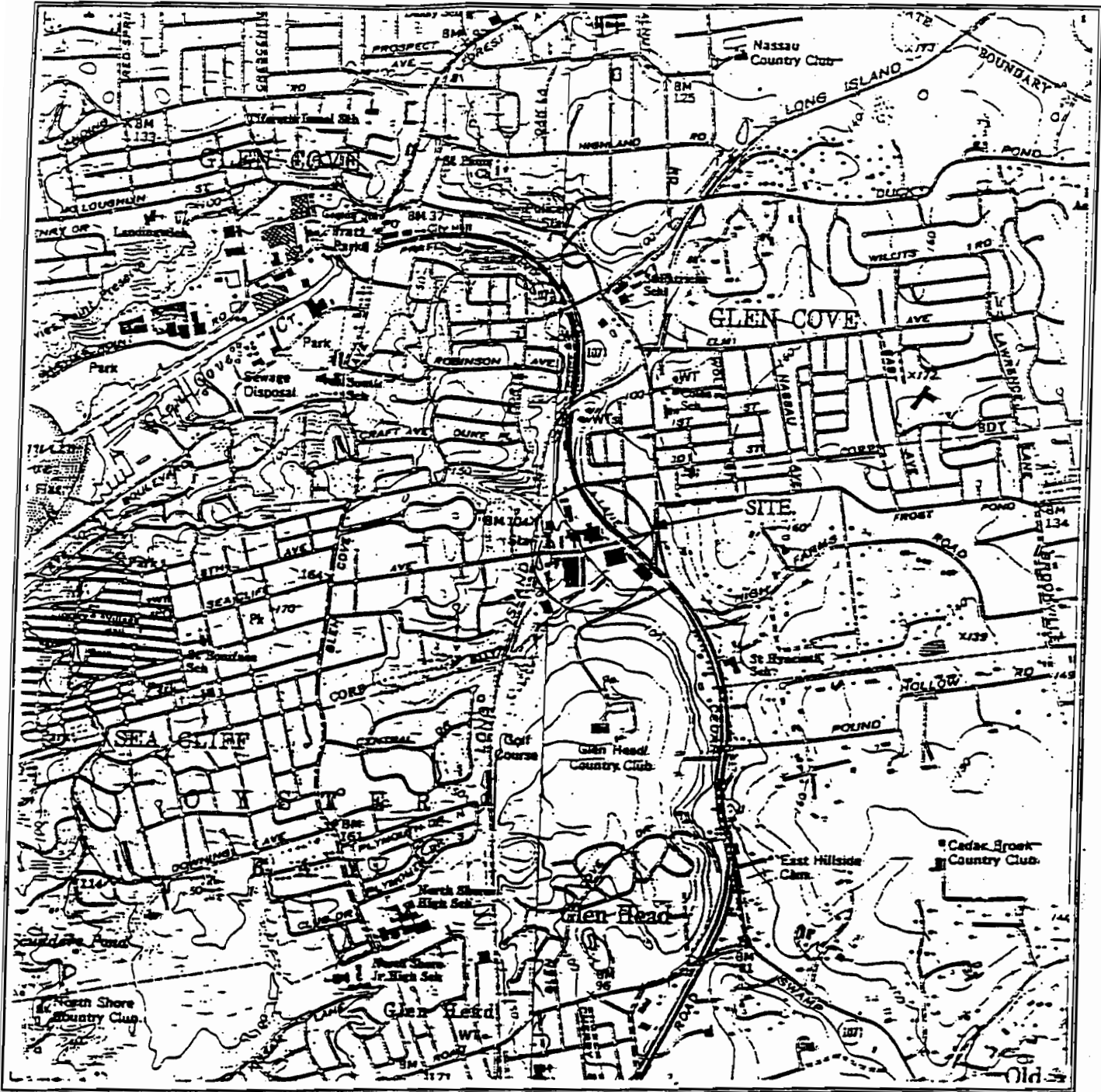
In conclusion, the Department is pleased to be part of this effort to return the Site to productive use of benefit to the entire community.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL
CONSERVATION AND TRUSTEE OF NEW YORK STATE'S
NATURAL RESOURCES

By: _____

Its: _____

Appendix "A"
(to Exhibit "C")
Map of the Site

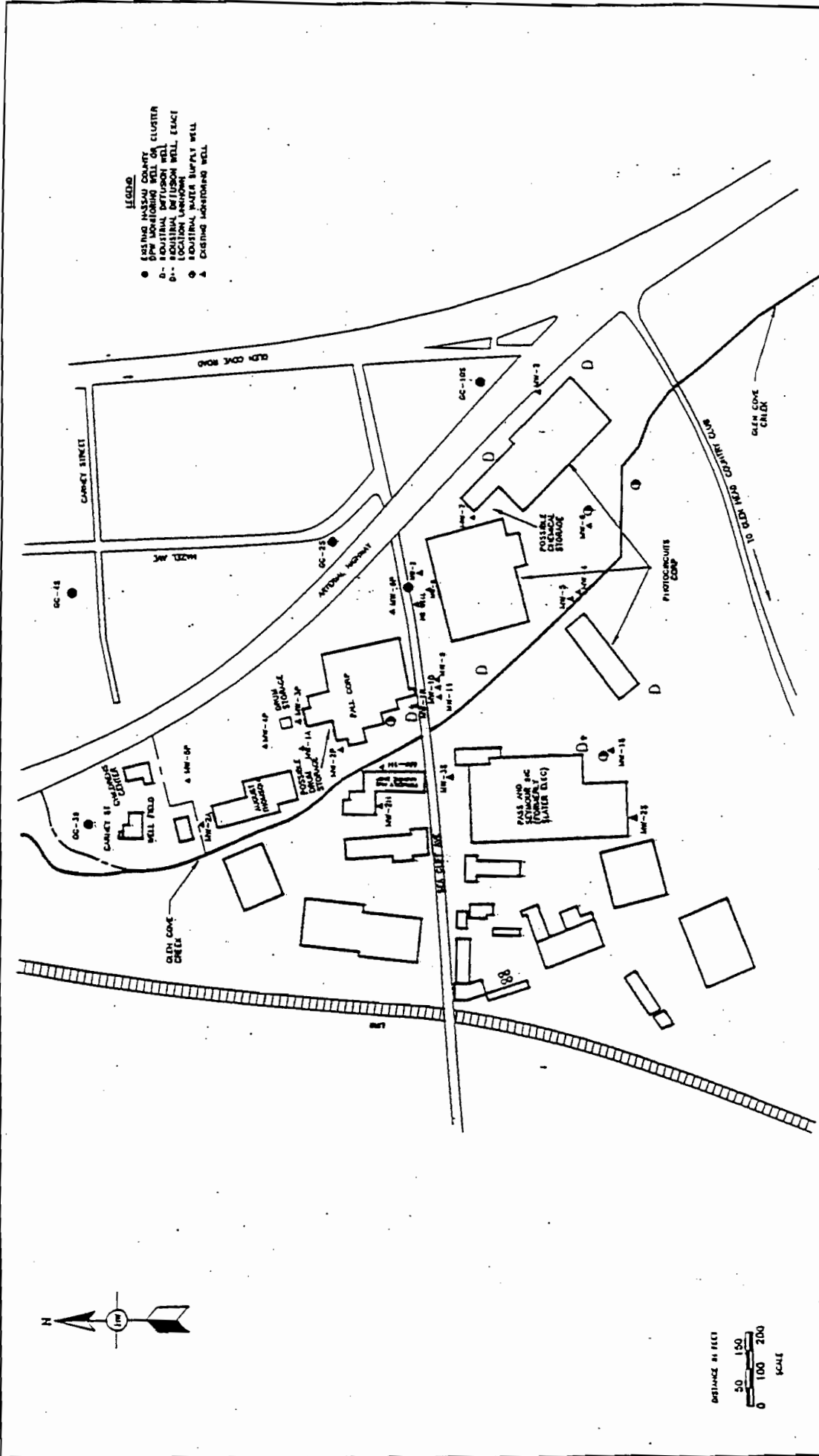


SITE LONGITUDE - 73.6231° W
 SITE LATITUDE - 40.8518° N



FIGURE A - SITE TOPOGRAPHY

Source: U.S.G.S. Sea Cliff and Hicksville Quadrangles
 Scale: 1" = 2000'



<p>FIGURE 1 SITE PLAN GLEN COVE INDUSTRIAL AREA GLEN COVE, NEW YORK</p>		<p>COUNTY OF MASSAU DEPARTMENT OF PUBLIC WORKS SANITATION & WATER SUPPLY HAZARDOUS WASTE SERVICES UNIT</p>	
FILE NAME: \PROJECTING	CONTRACT NUMBER:	SHEET NO.	DATE
SCALE: AS SHOWN	DWG. NO.	1 OF 1	6/21/93
DESIGNED BY: M. FLAHERTY	DATE: 6/13/93	DRAWN BY: J. SIMPT	CHECKED BY: S. URBAN
17/1/93	DATE	ORIGINAL RELEASE	REVISION DESCRIPTION

LEGEND
▲ EXISTING MONITORING WELLS

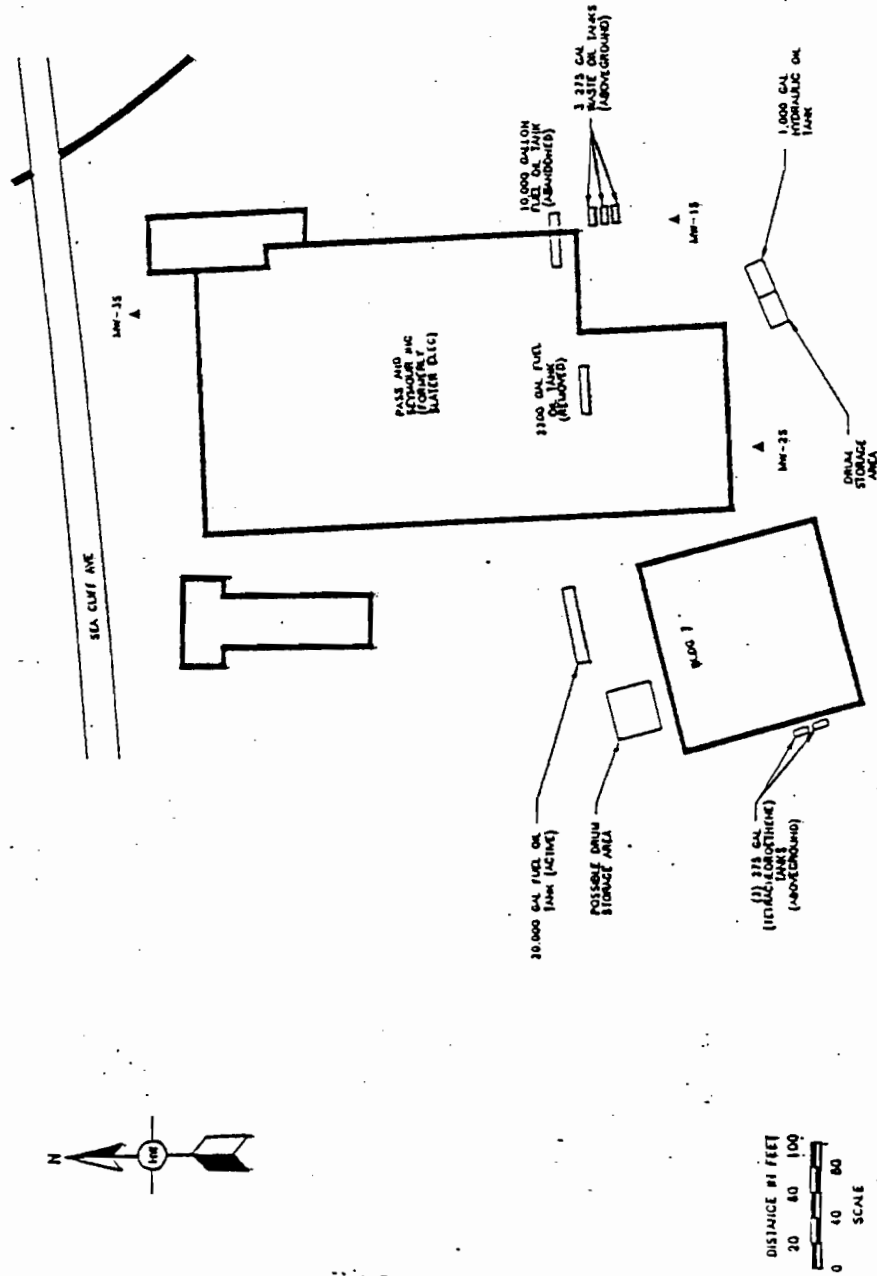


FIGURE 8
SITE PLAN
PASS AND SETOUR
GLEN COVE, NEW YORK

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
SANITATION & WATER SUPPLY
HAZARDOUS WASTE SERVICES UNIT

NO.	REVISION DESCRIPTION	DATE	DESIGNED BY:	DATE	CHECKED BY:	DATE	SHEET NO.
0	ORIGINAL RELEASE	11/1/83	M. LAHERY	1/28/83	K. ARNOLD	9/21/83	1 OF 1

Exhibit "D"

NOTICE OF AGREEMENT

This Notice is made as of the ____ day of _____, 1997 by Photocircuits Corporation, for a parcel of real property located at 45 Sea Cliff Avenue, Glen Cove, Nassau County, New York, with Tax Map Numbers Section 21, Block S, Lots 844, 895A, 895B, 896, 897 and 898, more particularly described on Appendix "A" attached hereto (the "Property"); and

WHEREAS, Photocircuits Corporation, by authorized signature, entered into an administrative Agreement with the Department, Index # W1-0771-96-07 (the "Agreement"), concerning the remediation of contamination present on the Property and characterized to determine its nature and extent (the "Existing Contamination"), which Agreement was signed by the Acting Commissioner of Environmental Conservation on _____, 1997; and

WHEREAS, in return for the remediation of the Property pursuant to the Agreement to the satisfaction of the Department, the Department will provide Photocircuits Corporation, and its lessees and sublessees and its successors and assigns, including their respective secured creditors, with a release, covenant not to sue, and forbearance from bringing any action, proceeding, or suit related to the Site's further investigation or remediation based upon the release or threatened release of Existing Contamination, subject to certain reservations set forth in the Agreement; and

WHEREAS, pursuant to the Agreement, Photocircuits Corporation agreed that it would give notice of the Agreement to all parties who may acquire any interest in the Property by filing this Notice with the Nassau County Clerk,

NOW, THEREFORE, Photocircuits Corporation, for itself, its successors and its assigns declares that:

1. This Notice of the Agreement is hereby given to all parties who may acquire any interest in the Property.
2. This Notice shall terminate upon the filing by Photocircuits Corporation, or its successors and assigns, of a termination of notice of Agreement after having first received approval to do so from the New York State Department of Environmental Conservation.

IN WITNESS WHEREOF, Photocircuits Corporation has executed this Notice of Agreement by its duly authorized representative.

Photocircuits Corporation

Dated: _____, 1997

By: _____

Its: _____

[acknowledgment]

Appendix "A"

(to Exhibit "D")

Map of the Property



SITE LONGITUDE - 73.6231° W
 SITE LATITUDE - 40.8518° N



FIGURE A - SITE TOPOGRAPHY

Source: U.S.G.S. Sea Cliff and Hicksville Quadrangles
 Scale: 1" = 2000'

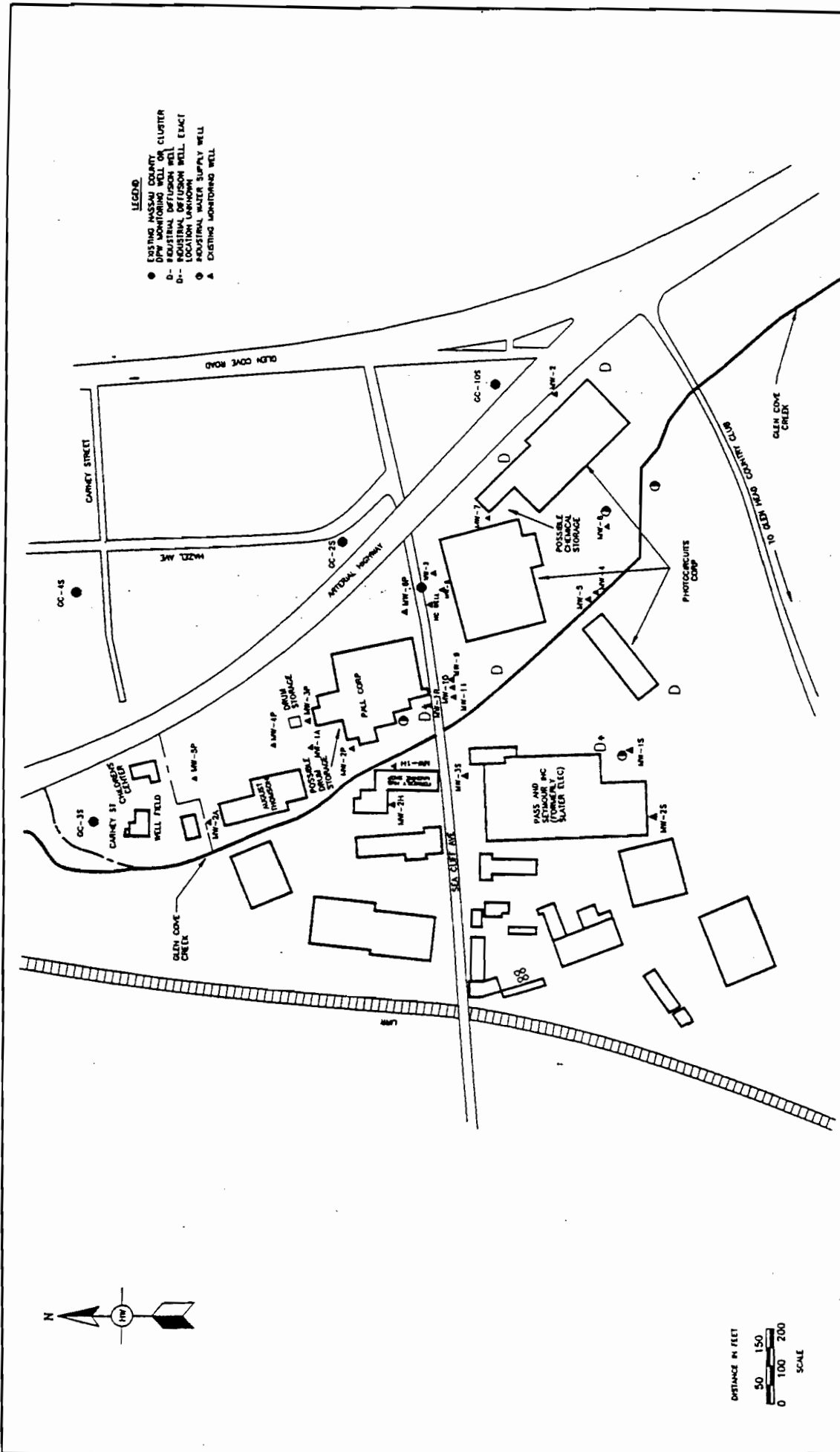
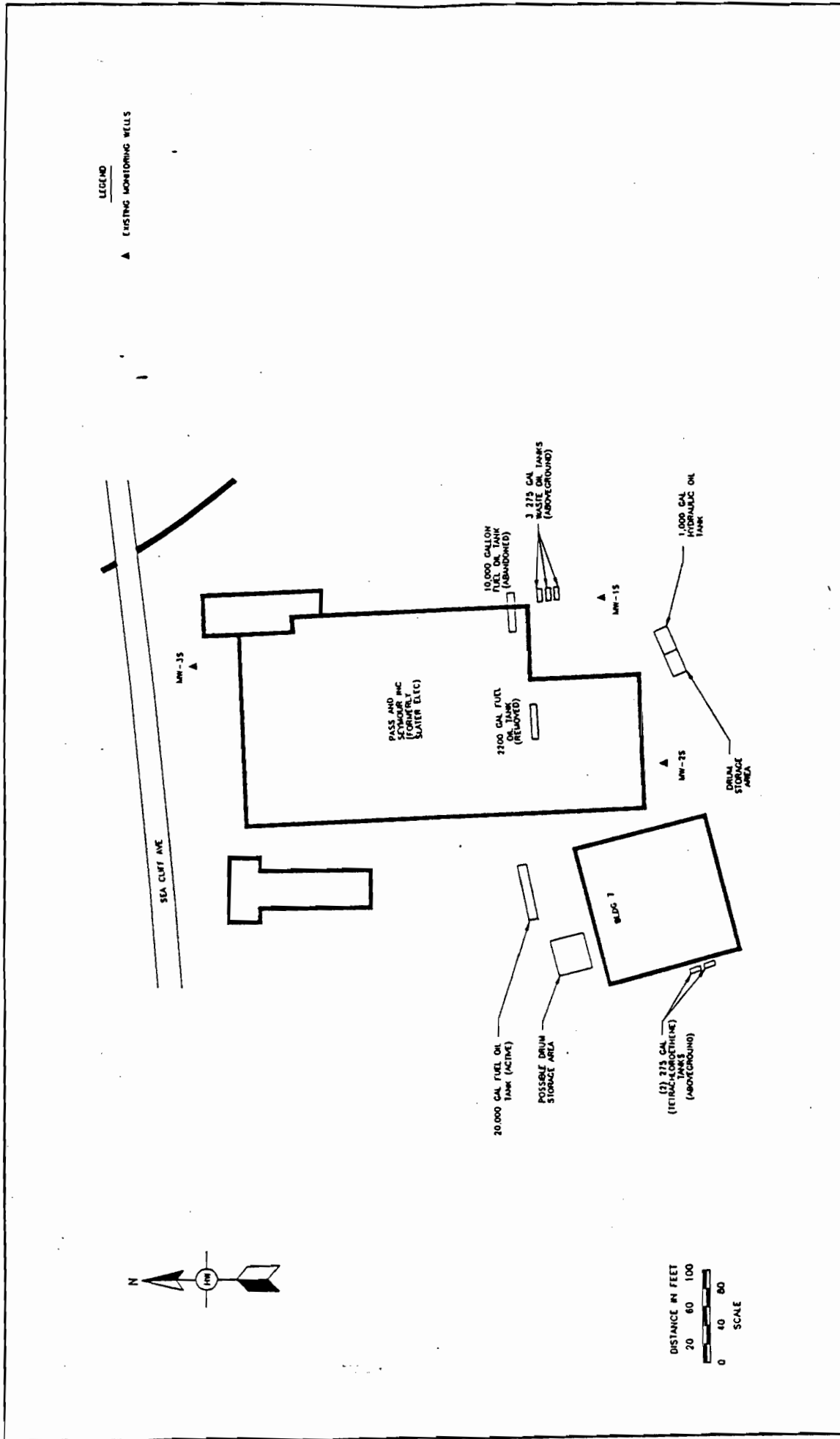


FIGURE 1
SITE PLAN
GLEN COVE INDUSTRIAL AREA
GLEN COVE, NEW YORK

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
SANITATION & WATER SUPPLY
HAZARDOUS WASTE SERVICES UNIT

FILE NAME \ PROJECT	CONTRACT NUMBER	SHEET NO.
SCALE: AS SHOWN	DRAWN BY: J. EINHART	1 OF 1
DESIGNED BY: M. FLAHERTY	CHECKED BY: S. URBAN	DATE: 4/21/93
ORIGINAL RELEASE	DATE: 12/1/93	DATE: 4/22/93
REVISION DESCRIPTION		



FILE NAME: \BRO\CPASS		CONTRACT NUMBER		SHEET NO.	
SCALE: AS SHOWN	DESIGNED BY: M FLAHERTY	DATE: 4/28/93	DRWN BY: J SIMMET	DATE: 6/18/93	1 OF 1
17/1/93	DATE	4/28/93	CHECKED BY: K ARNOLD	DATE	6/11/93
0	ORIGINAL RELEASE				
NO.	REVISION DESCRIPTION				
COUNTY OF NASSAU DEPARTMENT OF PUBLIC WORKS SANITATION & WATER SUPPLY HAZARDOUS WASTE SERVICES UNIT			FIGURE 8 SITE PLAN PASS AND SEYMOUR GLEN COVE, NEW YORK		

New York State Department Of Environmental Conservation
Division of Environmental Enforcement
200 White Plains Road - 5th Floor
Tarrytown, N.Y. 10591-5805
Telephone: (914) 332-1835, Ext. 317



John P. Cahill
Acting Commissioner

VIA AIRBORNE

March 12, 1997

Mark C. Pennington, Esq.
Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, New York 10178-0060

Re: Pass and Seymour, Inc.
Site # 130053A.

Dear Mr. Pennington:

First of all, I spoke to Chittibabu Vasudevan ("Vasu") yesterday and he informed me that Joe Jones had sent by facsimile to your client the Department's comments on the Work Plan for both the Photocircuits Corporation and Pass and Seymour, Inc. Sites. Vasu also advised me that there was only one (1) page of comments, so hopefully there will not be a great deal of negotiation regarding the Work Plan for either Site. You also mentioned to me over the telephone that our meeting at Photocircuits Corp. on Tuesday, March 18, 1997 was now scheduled to begin at 1:00 P.M. I have informed both Vasu and Joe Jones of this start time so if I am incorrect please contact me immediately with the correct starting time.

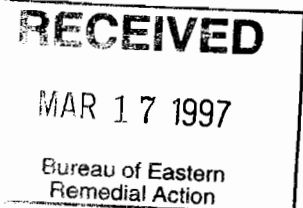
Attached is a Final Draft Voluntary Cleanup Agreement for the Pass and Seymour, Inc. Site. The portions of the Agreement in boldfaced type are additions and/or revisions made to the Agreement by the Department subsequent to the earlier version of the Agreement that I sent to you months ago.

Please feel free to call me at (914) 332-1835, Ext. 317 if you have any questions regarding the above. I look forward to meeting with you on March 18, 1997.

Very truly yours,


John F. Byrne
Senior Attorney

cc: E. Devine (DEE, Tarrytown)
C. Vasudevan (DER, Central Office)
✓ J. Jones (DER, Central Office) ✓



New York State Department Of Environmental Conservation
Division of Environmental Enforcement
200 White Plains Road - 5th Floor
Tarrytown, N.Y. 10591-5805
Telephone: (914) 332-1835, Ext. 317



Michael D. Zagata
Commissioner

CERTIFIED MAIL/RETURN RECEIPT

August 16, 1996

Mark C. Pennington, Esq.
Morgan, Lewis & Bockius LLP
101 Park Avenue
New York City, New York 10178-0060

Re: Pass and Seymour, Inc. *A-File*
Site No. 130053A

Dear Mark:

As I stated in our July 26, 1996 meeting at the Department's Eastern Field Unit (Tarrytown) office, from a legal perspective Photocircuits Corp. is eligible for a Voluntary Cleanup Agreement at the former Pass and Seymour, Inc. Site (# 130053A), which Site Photocircuits Corp. acquired title to on May 9, 1996. This determination is made because it is the Department's understanding that Photocircuits Corp. in no way contributed to the tetrachloroethylene ("PCE") found in the soil and groundwater at the former Pass and Seymour, Inc. Site, and that the only connection of Photocircuits Corp. to the former Pass and Seymour, Inc. Site is that Photocircuits Corp. recently acquired title to the Site. (Please immediately contact me if my understanding/is incorrect). In this regard, please find attached a copy of a Draft Voluntary Cleanup Agreement to Photocircuits Corp. for the former Pass and Seymour, Inc. Site. Please bear in mind that the Department's generic Voluntary Cleanup Agreement is undergoing change and the ultimate Voluntary Cleanup Agreement that Photocircuits Corp. would sign may differ in some ways from this Draft Voluntary Cleanup Agreement. It is my understanding that you wish to have a copy of this Draft Voluntary Cleanup Agreement in order to compare its terms and conditions with those of the Draft Order on Consent which I previously sent to you.

If Photocircuits Corp. decides that it wishes to enter into a Voluntary Cleanup Agreement for the former Pass and Seymour, Inc. Site, then you must first contact Christine Costopoulos of the Department's Central (Albany) office in order to obtain an application and other materials, which application must be filled out by Photocircuits Corp. and approved by the Department prior to Photocircuits Corp. entering into a Voluntary Cleanup Agreement for the former Pass and Seymour, Inc. Site. Ms. Costopoulos can be reached at (518) 485-8792.

RECEIVED
AUG 8 1996
Bureau of Eastern
Remedial Action

Please feel free to call me at (914) 332-1835, ext. 317, if you have any questions regarding the above. Thank you for your attention to this matter.

Very truly yours,


John F. Byrne
Senior Attorney

cc: J. Jones (DER, Albany)
C. Vasudevan (DER, Albany) ✓
C. Costopoulos (DER, Albany)

Attachment (1)

DRAFT

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

In the Matter of the
Implementation of a
Response Program for
Pass and Seymour, Inc.
by

AGREEMENT

INDEX NUMBER: W1-0771-96-07

Photocircuits Corporation

Volunteer

Site # 130053A

CONSIDERING,

1. The New York State Department of Environmental Conservation (the "Department") is responsible for enforcement of the Environmental Conservation Law of the State of New York ("ECL"). This Agreement is entered into pursuant to the Department's authority under, that law.

2. A. The property which is the subject of this Agreement is located at 45 Sea Cliff Avenue, Glen Cove, Nassau County, New York (hereinafter referred to as "the Site"). The Site is located on the south side of Sea Cliff Avenue in the Sea Cliff Industrial Area. Exhibit "A" of this Agreement is a map of the Site showing its general location.

B. The Preliminary Site Assessment (PSA), completed in 1994, confirmed the presence of Tetrachloroethylene (PCE) in the soil and groundwater exceeding the New York State Class GA standard. This contamination continues to exist at the present time (the "Existing Contamination").

3. A. Photocircuits Corporation ("Volunteer") is the current owner of the Site with an office at 31 Sea Cliff Avenue, Glen Cove, Nassau County, New York. Volunteer has been the Site owner since May 9, 1996.

B. The Site has been used for industrial purposes. The former owner of the property, Pass and Seymour Inc., was engaged in the manufacture of injection molded plastic components for electric applications. Volunteer intends to continue utilizing the property for industrial purposes in the future.

C. Volunteer represents, and for the purposes of this Agreement, the Department relies on those representations, that Volunteer's involvement with the Site and with the facility on that Site is limited to the following: Volunteer has been the owner of the Site since May 9, 1996 and is the current owner of the Site.

4. The Department has the power, inter alia, to provide for the prevention and abatement of all water, land, and air pollution. ECL 3-0301.1.i.

5. A. The Department alleges that the Site is an inactive hazardous waste disposal site, as that term is defined at ECL 27-1301.2, based upon the presence of Tetrachloroethylene (PCE) at the Site.

B. ECL 27-1313.3 provides that the Department shall be responsible for inactive hazardous waste disposal site remedial programs, except as provided in Section 1389-b of the Public Health Law. ECL 27-1313.3.a provides that whenever the Commissioner of Environmental Conservation finds that hazardous wastes at an inactive hazardous waste disposal site constitutes a significant threat to the environment, he may order the owner of such site and/or any person responsible for the disposal of hazardous wastes at such site (i) to develop an inactive hazardous waste disposal site remedial program, subject to the approval of the Department, at such site, and (ii) to implement such program within reasonable time limits specified in the order.

C. The regulations implementing ECL Article 27, Title 13 authorize at 6 NYCRR 375-1.2(e)(2)(ii) the proponents of any activity to demonstrate to the Department that such activity will not have the effect described in 6 NYCRR 375-1.2(e)(2)(i) by such demonstration as the Department may find acceptable.

D. Volunteer wishes to enter into this Agreement in order to ensure, and the Department hereby determines that this Agreement constitutes a demonstration, that the response action undertaken under this Agreement will be in compliance with the ECL and will not:

1. prevent or interfere significantly with any proposed, ongoing or completed remedial program at the Site, or

2. expose the public health or the environment to a significantly increased threat of harm or damage.

6. A. Volunteer also wishes to enter into this Agreement in order to resolve its potential liability for remediating the Existing Contamination as an owner and/or operator under ECL Article 27, Title 13. The Department finds that such resolution, undertaken in accordance with the terms of this Agreement, is in the public interest.

B. Volunteer, desirous of implementing a response program acceptable to the Department sufficient to allow Volunteer to proceed with its plans to use the Site for the contemplated use, consents to the terms and conditions of this Agreement.

7. The Department and Volunteer agree that the goals of this Agreement are:

A. for Volunteer to: (i) implement the Department-approved response program for the Site ("Response Program"); and (ii) reimburse the State's administrative costs as provided in this Agreement, and

B. for the Department and the Trustee of New York State's natural resources (the "Trustee") to release Volunteer and its successors and assigns, under the conditions set forth in this Agreement, from any and all claims, actions, suits, and proceedings (including but not limited to any claims for State administrative costs) by the Department or by the Trustee, which may arise under any applicable law as a result of the Existing Contamination.

8. Volunteer agrees to be bound by the terms of this Agreement. Volunteer consents to and agrees not to contest the authority or jurisdiction of the Department to enter into or enforce this Agreement, and agrees not to contest the validity of this Agreement or its terms.

IN CONSIDERATION OF AND IN EXCHANGE FOR THE DEPARTMENT'S RELEASE AND COVENANT NOT TO SUE SET FORTH IN THIS AGREEMENT, VOLUNTEER AGREES TO THE FOLLOWING:

I. Performance and Reporting of the Work Plan

A. 1. Within 21 days after the effective date of this Agreement, the Department will publish a notice in the Environmental Notice Bulletin to inform the public of the execution of this Agreement and of the public's opportunity to submit comments to the Department on the work plan (the "Work Plan") attached to this Agreement and made part of it as Exhibit "B"; and shall mail an equivalent notice to Nassau County and the City of Glen Cove. If, as a result of its review of the comments received, the Department determines that the Work Plan must be revised:

i. due to environmental conditions related to the Site that were unknown to the Department at the time of its approval of the Work Plan; or

ii. due to information received, in whole or in part, after the Department's approval of the Work Plan, which indicates that the activities carried out in accordance with the Work Plan are not sufficiently protective of human health for the reasonably anticipated industrial use of the Site, then the Department will so notify Volunteer and will immediately commence negotiations with Volunteer to revise the Work Plan accordingly. If after goodfaith negotiations, revisions to the Work Plan cannot be made, this Agreement shall terminate upon the Department's so informing Volunteer in writing, and both parties reserve whatever rights they may have had before the execution of this Agreement respecting the Site's remediation. If both parties agree to a revised Work Plan, the revised Work Plan shall be attached to this Agreement as Exhibit "B-1"; Volunteer shall implement that Work Plan instead of the one contained in Exhibit "B;" and all references to "Work Plan" in this Agreement shall refer to the one contained in Exhibit "B-1".

2. Within 30 days after the determination of the final form of the Work Plan after completion of public comment, Volunteer shall commence its implementation in accordance with its provisions.

B. Volunteer shall carry out the Work Plan in accordance with its terms. Volunteer shall notify the Department of any significant difficulties that may be encountered in implementing the Work Plan, any Department-approved modification to the Work Plan, or any Department-approved detailed document or specification prepared by or on behalf of Volunteer pursuant thereto and shall not modify any obligation unless first approved by the Department.

C. During implementation of all construction activities identified in the Work Plan, Volunteer shall have on-Site a full-time representative who is qualified to supervise the work done.

D. In accordance with the schedule contained in the Work Plan, Volunteer shall submit to the Department a final engineering report. The final engineering report shall include a detailed post-remedial operation and maintenance plan ("O&M Plan"), to the extent necessary; "as-built" drawings showing all changes made during construction, to the extent necessary; and a certification that all activities were completed in full accordance with the Work Plan, any Department-approved detail, document, or specification prepared by or on behalf of Volunteer pursuant thereto, and this Agreement. The O&M Plan, "as built" drawings, final engineering report, and certification must be prepared, signed, and sealed by a professional engineer.

E. Should post-remedial operation and maintenance prove to be necessary, upon the Department's approval of the O&M Plan, Volunteer shall implement the O&M Plan in accordance with the schedule and requirements of the Department-approved O&M Plan.

F. 1. Within 60 days after receipt of the final engineering report and certification, the Department shall notify Volunteer in writing whether the Department is satisfied with the implementation of the Work Plan and Department-approved design.

2. Upon being satisfied that the Site-specific cleanup levels identified in, or to be identified in accordance with, the Work Plan have been reached, the Department shall notify Volunteer in writing of its satisfaction and the Department and the Trustee shall, except for the reservations identified below, forbear from bringing any action, proceeding, or suit against Volunteer for the further investigation and remediation of the Site, or for natural resources damages, based upon the release or threatened release of any Existing Contamination, provided that (a) timely payments of the amounts specified in Paragraph VI of this Agreement continue to be or have been made to the Department, and (b) Volunteer and/or its lessees, sublessees, successors, or assigns promptly commence and diligently pursue to completion the Department-approved operation and maintenance plan, if any. Nonetheless, the Department hereby reserves all of its rights concerning, and such forbearance shall not extend to, any further investigation or remedial action the Department deems necessary:

i. due to environmental conditions related to the Site that were unknown to the Department at the time of its approval of the Work Plan which indicates that Site conditions are not sufficiently protective of human health for the reasonably anticipated industrial use of the Site;

ii. due to information received, in whole or in part, after the Department's approval of the final engineering report and certification, which indicates that the activities carried out in accordance with the Work Plan are not sufficiently protective of human health for the reasonably anticipated industrial uses of the Site;

iii. due to Volunteer's failure to implement this Agreement to the Department's satisfaction; or

iv. due to fraud committed by Volunteer in demonstrating that the Site-specific cleanup levels identified in, or to be identified in accordance with, the Work Plan were reached.

Additionally, the Department hereby reserves all of its rights concerning, and any such forbearance shall not extend to, any further investigation or abatement it deems necessary to be undertaken in the event that Volunteer causes or suffers the release or threat of release at the Site of any hazardous substance (as that term is defined at 42 USC 9601[14]) or petroleum (as that term is defined in Navigation Law §172[15]) after the effective date of this Agreement; or Volunteer causes a, or suffers the use of the Site to, change from the reasonably anticipated industrial uses of the Site to one requiring a lower level of residual contamination before that use can be implemented with sufficient protection of human health.

3. Notwithstanding any other provision in this Agreement, if with respect to the Site there exists or may exist a claim of any kind or nature on the part of the New York State Environmental Protection and Spill Compensation Fund against any party, nothing in this Agreement shall be construed, or deemed, to preclude the State of New York from recovering such claim.

G. If the Department is satisfied with the implementation of the Work Plan and Department-approved design, the Department shall provide Volunteer with a separate written "clean site notification" letter derived from the model letter attached to this Agreement and incorporated in this Agreement as Exhibit "C".

H. 1. Notwithstanding any other provision of this Agreement, with respect to any claim or cause of action asserted by the Department, the one seeking the benefit of the forbearance, covenant not to sue, or release set forth in Subparagraph I.F or in a "clean site notification" letter issued under Subparagraph I.G of this Agreement shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributable solely to Existing Contamination.

2. Except as above provided in Subparagraph I.F of this Agreement and in the "clean site notification" letter issued under Subparagraph I.G of this Agreement, nothing in this Agreement is intended as a release, forbearance, or covenant not to sue for any claim or cause of action,

administrative or judicial, civil or criminal, past or future, in law or in equity, which the Department or the State of New York may have against any person, firm, corporation, or other entity not a party to this Agreement. In addition, notwithstanding any other provision in this Paragraph I of this Agreement, the forbearance, covenant not to sue, and release described in Subparagraph I.F and in the "clean site notification" letter issued under Subparagraph I.G of this Agreement shall not extend to parties that were responsible under law before the effective date of this Agreement to address the Existing Contamination.

II. Progress Reports

A. Volunteer shall submit to the parties identified in Subparagraph XI.A.1 in the numbers specified therein copies of written monthly progress reports that:

1. describe the actions which have been taken toward achieving compliance with this Agreement during the previous month;
2. include all results of sampling and tests and all other data received or generated by Volunteer or Volunteer's contractors or agents in the previous month, including quality assurance/quality control information, whether conducted pursuant to this Agreement or conducted independently by Volunteer;
3. identify all work plans, reports, and other deliverables required by this Agreement that were completed and submitted during the previous month;
4. describe all actions, including, but not limited to, data collection and implementation of the Work Plan, that are scheduled for the next month and provide other information relating to the progress at the Site;
5. include information regarding percentage of completion, unresolved delays encountered or anticipated that may affect the future schedule for implementation of Volunteer's obligations under the Agreement, and efforts made to mitigate those delays or anticipated delays;
6. include any modifications to any work plans, including the Work Plan, that Volunteer has proposed to the Department and any that the Department has approved.

B. Volunteer shall submit these progress reports to the Department by the tenth day of every month following the effective date of this Agreement and Volunteer's obligation to submit the progress reports shall terminate upon its receipt of the written satisfaction notification identified in Subparagraph I.F of this Agreement.

C. Volunteer also shall allow the Department to attend, and shall provide the Department at least five days advance notice of, any of the following: prebid meetings, job progress meetings, substantial completion meeting and inspection, and final inspection and meeting.

III. Review of Submittals

A. 1. The Department shall review each of the submittals Volunteer makes pursuant to this Agreement to determine whether it was prepared, and whether the work done to generate the data and other information in the submittal was done, in accordance with this Agreement and generally accepted technical and scientific principles. The Department shall notify Volunteer in writing of its approval or disapproval of the submittal. All Department-approved submittals shall be incorporated into and become an enforceable part of this Agreement.

2. i. If the Department disapproves a submittal, except with respect to the final engineering report and certification (in which case the period shall be 60 days), it shall so notify Volunteer in writing and shall specify the reasons for its disapproval within 30 days after its receipt of the submittal and may request Volunteer to modify or expand the submittal; provided, however, that the matters to be addressed by such modification or expansion are within the specific scope of work as described in the Work Plan. Within 30 days after receiving written notice that Volunteer's submittal has been disapproved, Volunteer shall make a revised submittal to the Department which endeavors to address and resolve all of the Department's stated reasons for disapproving the first submittal.

ii. After receipt of the revised submittal, the Department shall notify Volunteer in writing within 30 days of its approval or disapproval. If the Department disapproves the revised submittal, the Department and the Volunteer may pursue whatever remedies at law or in equity (by declaratory relief) that may be available to them, without prejudice to either's right to contest the same. If the Department approves the revised submittal, it shall be incorporated into and become an enforceable part of this Agreement.

B. Within 30 days after the Department's approval of the final engineering report and certification, Volunteer shall submit to the Department one microfilm copy (16 millimeter roll film M type cartridge) of that report and all other Department-approved drawings and submittals. Such submission shall be made to:

Director, Division of Environmental Remediation
New York State Department of Environmental
Conservation
50 Wolf Road
Albany, New York 12233-7010

IV. Enforcement

A. This Agreement shall be enforceable as a contractual agreement under the laws of the State of New York.

B. Volunteer shall not suffer any penalty under this Agreement or be subject to any proceeding or action if it cannot comply with any requirement of this Agreement because of fire, lightning, earthquake, flood, adverse weather conditions, strike, shortages of labor and materials, war, riot, obstruction or interference by adjoining landowners, or any other fact or circumstance beyond Volunteer's reasonable control ("force majeure event"). Volunteer shall, within five working days of when it obtains knowledge of any such force majeure event, notify the Department in writing. Volunteer shall include in such notice the measures taken and to be taken by Volunteer to prevent or minimize any delays and shall request an appropriate extension or modification of this Agreement. Volunteer shall have the burden of proving by a preponderance of the evidence that an event is a defense to compliance with this Agreement pursuant to this Subparagraph IV.B of this Agreement.

V. Entry upon Site

Volunteer hereby consents to the entry upon the Site or areas in the vicinity of the Site which may be under the control of Volunteer by any duly designated employee, consultant, contractor, or agent of the Department or any State agency having jurisdiction with respect to the Remedial Program for purposes of inspection, sampling, and testing and to ensure Volunteer's compliance with this Agreement. The Department shall abide by the health and safety rules in effect for work performed at the Site under the terms of this

Agreement. Upon request, Volunteer shall provide the Department with suitable office space at the Site, including access to a telephone, and shall permit the Department full access to all records relating to matters addressed by this Agreement and to job meetings.

VI. Payment of State Costs

Within thirty days after receipt of an itemized invoice from the Department, Volunteer shall pay to the Department a sum of money which shall represent reimbursement for the State's expenses including, but not limited to, direct labor, fringe benefits, indirect costs, travel, analytical costs, and contractor costs incurred by the State of New York for work performed at the Site to date, as well as for negotiating this Agreement, reviewing and revising submittals made pursuant to this Agreement, overseeing activities conducted pursuant to this Agreement, collecting and analyzing samples, and administrative costs associated with this Agreement, but not including the State's expenses incurred after the Department's notification identified in Subparagraph I.F.1 of this Agreement. Each such payment shall be made by certified check payable to the Department of Environmental Conservation and shall be sent to:

Bureau of Program Management
Division of Environmental Remediation
New York State Department of Environmental
Conservation
50 Wolf Road
Albany, NY 12233-7010

Personal service costs shall be documented by reports of Direct Personal Service, which shall identify the employee name, title, biweekly salary, and time spent (in hours) on the project during the billing period, as identified by an assigned time and activity code. Approved agency fringe benefit and indirect cost rates shall be applied. Non-personal service costs shall be summarized by category of expense (e.g., supplies, materials, travel, contractual) and shall be documented by expenditure reports.

VII. Department Reservation of Rights

A. Except as provided in Subparagraph I.F of this Agreement and in any "clean site notification" letter issued

under Subparagraph I.G of this Agreement, nothing contained in this Agreement shall be construed as barring, diminishing, adjudicating, or in any way affecting any of the Department's rights with respect to any party other than Volunteer.

B. Nothing contained in this Agreement shall prejudice any rights of the Department to take any investigatory or remedial action it may deem necessary if Volunteer fails to comply with this Agreement or other than Existing Contamination is encountered at the Site.

C. Nothing contained in this Agreement shall be construed to prohibit the Commissioner or his duly authorized representative from exercising any summary abatement powers.

D. Nothing contained in this Agreement shall be construed to affect the Department's right to terminate this Agreement at any time during its implementation if Volunteer fails to comply substantially with this Agreement's terms and conditions.

VIII. Indemnification

Volunteer shall indemnify and hold the Department, the State of New York, and their representatives and employees harmless for all claims, suits, actions, damages, and costs of every name and description arising out of or resulting from the fulfillment or attempted fulfillment of this Agreement by Volunteer and/or any of Volunteer's directors, officers, employees, servants, agents, successors, and assigns.

IX. Notice of Sale or Conveyance

A. Within 30 days after the effective date of this Agreement, Volunteer shall file the Notice of Agreement, which is attached to this Agreement as Exhibit "D", with the Nassau County Clerk to give all parties who may acquire any interest in the Site notice of this Agreement.

B. If Volunteer proposes to convey the whole or any part of Volunteer's ownership interest in the Site, Volunteer shall, not fewer than 60 days before the date of conveyance, notify the Department in writing of the identity of the transferee and of the nature and proposed date of the conveyance and shall notify the transferee in writing, with a copy to the Department, of the applicability of this Agreement.

X. Deed Restriction

Within 30 days of its receipt of the Department's notification pursuant to Subparagraph I.F.1 of this Agreement approving Volunteer's final engineering report and certification, Volunteer shall record an instrument with the Nassau County Clerk, to run with the land, that shall prohibit the Site from ever being used for purposes other than of Industrial without the express written waiver of such prohibition by the Department, or if at such time the Department shall no longer exist, any New York State department, bureau, or other entity replacing the Department. Volunteer shall provide the Department with a copy of such instrument certified by the Nassau County Clerk to be a true and faithful copy of the instrument as recorded in the Office of the Nassau County Clerk.

XI. Communications

A. All written communications required by this Agreement shall be transmitted by United States Postal Service, by private courier service, or hand delivered.

1. Communication from Volunteer shall be sent to:

Joseph Jones
Engineering Geologist 2
Project Manager
Bureau of Eastern Remedial Action
Division of Environmental Remediation
NYS Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

with copies to:

G. Anders Carlson, Ph.D.
Director, Bureau of Environmental Exposure
Investigation
New York State Department of Health
2 University Place
Albany, New York 12203

John F. Byrne, Esq.
Senior Attorney
N.Y.S. Dept. of Environmental Conservation
Division of Environmental Enforcement
200 White Plains Road - 5th Floor
Tarrytown, New York 10591-5805

Copies of work plans and reports shall be submitted as follows:

Four Copies (one unbound) to:

Joseph Jones
Engineering Geologist 2
Project Manager
Bureau of Eastern Remedial Action
Division of Environmental Remediation
NYS Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

Two copies to:

G. Anders Carlson, Ph.D.
Director, Bureau of Environmental Exposure
Investigation
New York State Department of Health
2 University Place
Albany, New York 12203

One copy to:

John F. Byrne, Esq.
Senior Attorney
N.Y.S. Dept. of Environmental Conservation
Division of Environmental Enforcement
200 White Plains Road - 5th Floor
Tarrytown, New York 10591-5805

2. Communication to be made from the Department to Volunteer shall be sent to:

Mark C. Pennington, Esq.
Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, NY 10178-0060

B. The Department and Volunteer reserve the right to designate additional or different addressees for communication on written notice to the other given in accordance with this Paragraph XI.

XII. Miscellaneous

A. 1. By entering into this Agreement, Volunteer certifies that it has fully and accurately disclosed to the Department all information known to Volunteer and all information in the possession or control of Volunteer's officers, directors, employees, contractors, and agents which relates in any way to the contamination existing on the effective date of this Agreement or any past or potential future release of hazardous substances, pollutants, or contaminants at or from the Site and to their application for this Agreement.

2. If the Department determines that information Volunteer provided and certifications made are not materially accurate and complete, this Agreement, within the sole discretion of the Department, shall be null and void, and the Department shall reserve all rights that it may have.

B. Volunteer shall retain professional consultants, contractors, laboratories, quality assurance/quality control personnel, and data validators acceptable to the Department to perform the technical, engineering, and analytical obligations required by this Agreement. The responsibility for the performance of the professionals retained by Volunteer shall rest solely with Volunteer.

C. The Department shall have the right to obtain split samples, duplicate samples, or both, of all substances and materials sampled by Volunteer, and the Department also shall have the right to take its own samples. Volunteer shall make available to the Department the results of all sampling and/or tests or other data generated by Volunteer with respect to implementation of this Agreement and shall submit these results in the progress reports required by this Agreement.

D. Volunteer shall notify the Department at least five working days in advance of any field activities to be conducted pursuant to this Agreement.

E. 1. Subject to Subparagraph XII.E.2 of this Agreement, the Volunteer shall obtain all permits, easements, rights-of-way, rights-of-entry, approvals, or authorizations necessary to perform the Volunteer's obligations under this Agreement.

2. In carrying out the activities identified in the Work Plan, the Department may exempt Volunteer from the requirement to obtain any Department permit for any activity that is conducted on the Site and that satisfies all substantive technical requirements applicable to like activity conducted pursuant to a permit.

F. Volunteer, Volunteer's officers, directors, agents, servants, and employees (in the performance of their designated duties on behalf of Volunteer), and Volunteer's lessees, successors, and assigns shall be bound by this Agreement. Any change in ownership or corporate status of Volunteer including, but not limited to, any transfer of assets or real or personal property shall in no way alter Volunteer's responsibilities under this Agreement. Volunteer's officers, directors, employees, servants, and agents shall be obliged to comply with the relevant provisions of this Agreement in the performance of their designated duties on behalf of Volunteer.

G. Volunteer shall provide a copy of this Agreement to each contractor hired to perform work required by this Agreement and to each person representing Volunteer with respect to the Site and shall condition all contracts entered into in order to carry out the obligations identified in this Agreement upon performance in conformity with the terms of this Agreement. Volunteer or Volunteer's contractors shall provide written notice of this Agreement to all subcontractors hired to perform any portion of the work required by this Agreement. Volunteer shall nonetheless be responsible for ensuring that Volunteer's contractors and subcontractors perform the work in satisfaction of the requirements of this Agreement.

H. All references to "professional engineer" in this Agreement are to an individual registered as a professional engineer in accordance with Article 145 of the New York State Education Law. If such individual is a member of a firm, that firm must be authorized to offer professional engineering services in the State of New York in accordance with Article 145 of the New York State Education Law.

I. All references to "days" in this Agreement are to calendar days unless otherwise specified.

J. The section headings set forth in this Agreement are included for convenience of reference only and shall be disregarded in the construction and interpretation of any of the provisions of this Agreement.

K. 1. The terms of this Agreement shall constitute the complete and entire Agreement between the Department and Volunteer concerning the remediation of the Site. No term, condition, understanding, or agreement purporting to modify or vary any term of this Agreement shall be binding unless made in writing and subscribed by the party to be bound. No informal advice, guidance, suggestion, or comment by the

Department regarding any report, proposal, plan, specification, schedule, or any other submittal shall be construed as relieving Volunteer of Volunteer's obligation to obtain such formal approvals as may be required by this Agreement.

2. If Volunteer desires that any provision of this Agreement be changed, Volunteer shall make timely written application, signed by the Volunteer, to the Commissioner setting forth reasonable grounds for the relief sought. Copies of such written application shall be delivered or mailed to Joseph Jones and to John Byrne at the addresses provided in Paragraph XI.

L. This Agreement constitutes an exercise of the Department's prosecutorial discretion and accordingly, the remedial activities to be undertaken under the terms of this Agreement are not subject to review under the State Environmental Quality Review Act, ECL Article 8, and its implementing regulations, 6 NYCRR Part 617. ECL 8-0105.5(i), 6 NYCRR 617.5(c)(29).

M. The provisions of this Agreement do not constitute and shall not be deemed a waiver of any right Volunteer otherwise may have to seek and obtain contribution and/or indemnification from other potentially responsible parties or their insurers, or Volunteer's insurers, for payments made previously or in the future for response costs.

N. Volunteer and Volunteer's employees, servants, agents, lessees, successors, and assigns hereby affirmatively waive any right they had, have, or may have to make a claim pursuant to Article 12 of the Navigation Law with respect to the Site, and further release and hold harmless the New York State Environmental Protection and Spill Compensation Fund from any and all legal or equitable claims, suits, causes of action, or demands whatsoever that any of same has or may have as a result of Volunteer's entering into or fulfilling the terms of this Agreement with respect to the Site.

O. The effective date of this Agreement shall be the date it is signed by the Commissioner or his designee.

DATED: , New York
, 1996

MICHAEL D. ZAGATA, COMMISSIONER
NEW YORK STATE DEPARTMENT
OF ENVIRONMENTAL CONSERVATION
AND TRUSTEE OF THE STATE'S
NATURAL RESOURCES

PHOTOCIRCUITS CORPORATION

Volunteer hereby consents to the issuing and entering of this Agreement, waives Volunteer's right to a hearing herein as provided by law, and agrees to be bound by this Agreement.

By: _____

Title: _____

Date: _____

STATE OF NEW YORK)
) s.s.:
COUNTY OF NASSAU)

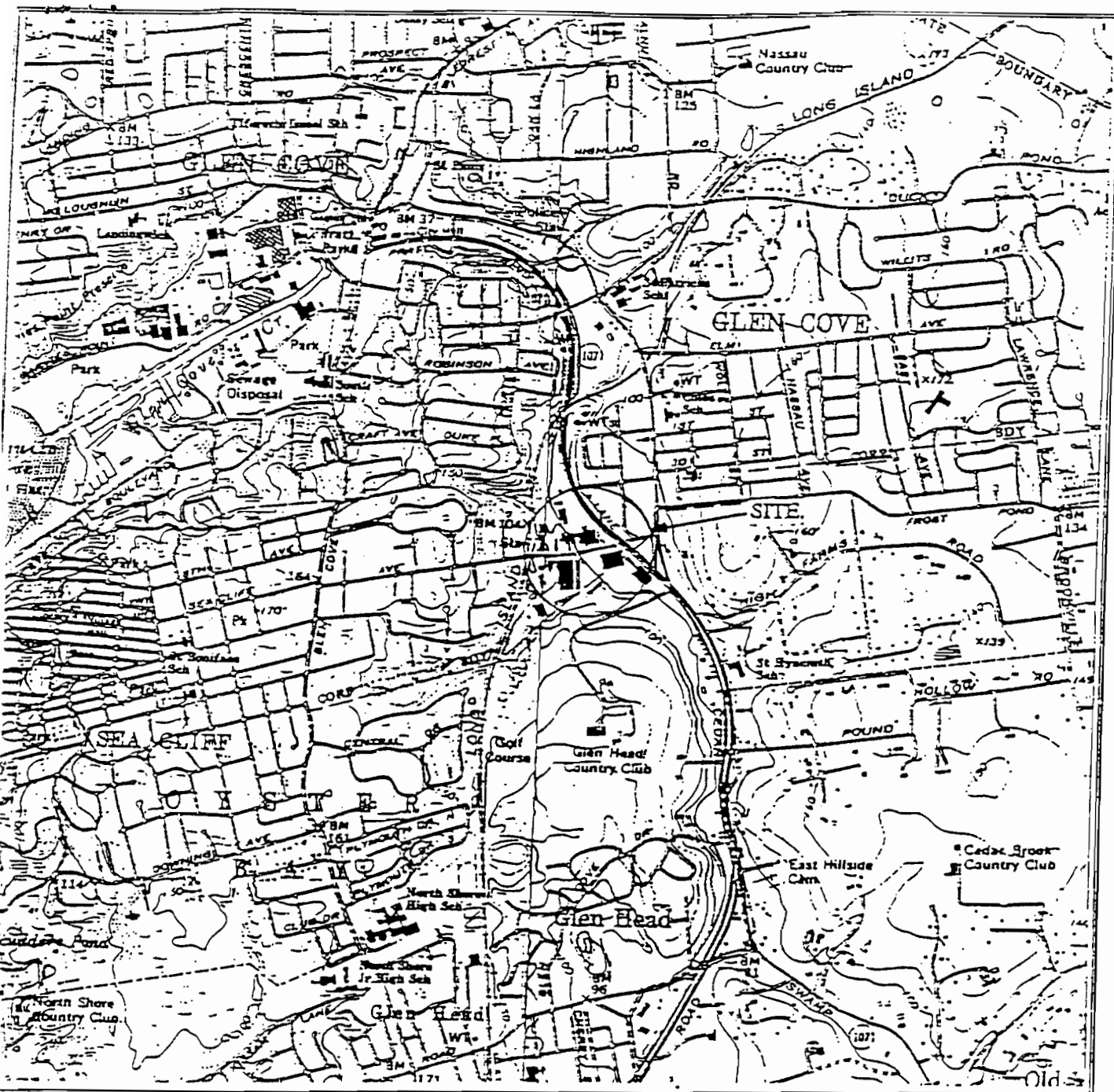
On this _____ day of _____, 1996, before me personally came _____, to me known, who being duly sworn, did depose and say that _____ resides in _____; that _____ is _____, the corporation described in and which executed the foregoing instrument; and that _____ signed

_____ name on behalf of _____ and was authorized to do so.

Notary Public

EXHIBIT "A"

Map of Site



SITE LONGITUDE - 73.6231° W
 SITE LATITUDE - 40.3518° N



FIGURE A - SITE TOPOGRAPHY

Source: U.S.G.S. Sea Cliff and Hicksville Quadrangles
 Scale: 1" = 2000'

CLASSIFICATION CODE: 2 REGION: 1 SITE CODE: 130053A
 EPA ID:

NAME OF SITE : Pass and Seymour
 STREET ADDRESS: 45 Sea Cliff Avenue
 TOWN/CITY: COUNTY: ZIP:
 Glen Cove (C) Nassau 11542

SITE TYPE: Open Dump- Structure-X Lagoon- Landfill- Treatment Pond-
 ESTIMATED SIZE: 7.96 Acres

SITE OWNER/OPERATOR INFORMATION:

CURRENT OWNER NAME....: Alpha Forty Five, L.L.C.
 CURRENT OWNER ADDRESS.: 31 Sea Cliff Ave., Glen Cove, NY
 OWNER(S) DURING USE...: Slater Electric / Enal Development Corp.
 OPERATOR DURING USE...: Slater Develop. Corp./Pass & Semour
 OPERATOR ADDRESS.....: 45 Sea Cliff Ave., Glen Cove, NY
 PERIOD ASSOCIATED WITH HAZARDOUS WASTE: From 1959 To present

SITE DESCRIPTION:

The Pass and Seymour property is located in the Sea Cliff Ave. Industrial Area. It was constructed in 1959 and used as an industrial facility by Slater Electric. Additions to the building were made in 1981. During 1988, Pass and Seymour, Legrande began operations at the premises, which is currently owned by Enal Development Corp. Pass and Seymour produces electric components using an injection molding process. There are indoor and outdoor drum storage areas. The manufacturing process includes a degreasing operation which uses tetrachloroethylene (PCE) as the solvent. The solvent is stored in two tanks located outside of the building.

The Preliminary Site Assessment (PSA), completed in 1994, utilized existing data from previous investigations. The PSA showed that PCE was found in the soil beneath the site, indicating past disposal of this compound on the property. PCE was also found in the groundwater under the site, at concentrations well above its NYS Class GA standard. This contamination is evidently originating at the Sea Cliff Ave. property, and because of the levels found, it is presenting a significant threat to the environment. Specifically, in 1977, the Carney Street Public Supply Wells were no longer able to be used as a source of potable water. Contamination from this site probably contributed to the levels of volatile organic compounds (VOCs) which caused the restricted usage of the wells.

HAZARDOUS WASTE DISPOSED:

TYPE	QUANTITY (units)
tetrachloroethylene (PCE) { F001 Waste}	unknown

SITE CODE: 130053A

ANALYTICAL DATA AVAILABLE:

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

CONTRAVENTION OF STANDARDS:

Groundwater-X Drinking Water- Surface Water- Air-

LEGAL ACTION:

TYPE...: State- Federal-
STATUS: Negotiation in Progress- Order Signed-

REMEDIAL ACTION:

Proposed- Under design- In Progress- Completed-
NATURE OF ACTION:

GEOTECHNICAL INFORMATION:

SOIL TYPE: sand and gravel

GROUNDWATER DEPTH: 8 ft.

ASSESSMENT OF ENVIRONMENTAL PROBLEMS:

Hazardous waste mismanagement, spillage or disposal has caused
contamination of the groundwater.

ASSESSMENT OF HEALTH PROBLEMS:

New York State Department of Environmental Conservation
Division of Environmental Enforcement
200 White Plains Road - 5th Floor
Tarrytown, N.Y. 10591-5805
Telephone: (914) 332-1835, Ext. 317



Michael D. Zagata
Commissioner

CERTIFIED MAIL/RETURN RECEIPT

July 3, 1996

Mark Pennington, Esq.
Morgan, Lewis & Bockius
101 Park Avenue
New York City, New York 10178-0060

Re: Photocircuits Corporation
Site Nos. 130009; 130053A

File

Dear Mr. Pennington:

Enclosed is a Draft Order on Consent for the Photocircuits Corporation Site (Site # 130009) and the Pass & Seymour, Inc. Site (Site # 130053A). As you requested, both Sites are covered in one Order on Consent. We are presently scheduled to meet in my office at 11:00 A.M. on Thursday, July 11, 1996 and can discuss the Draft Order at that time, as well as what specifically the Department is seeking in the way of investigation and remediation for these Sites.

One of my technical people has informed me that someone from Photocircuits Corporation called him and requested that the negotiation meeting be rescheduled to Thursday, July 18, 1996. Please let me know if you plan to reschedule the meeting for that date or any other date. The person from Photocircuits Corporation also asked if the two Sites were eligible for the Department's Voluntary Cleanup Agreement. The Photocircuits Corporation Site is not eligible but the Pass & Seymour, Inc. may qualify for the Voluntary Cleanup Agreement. We can discuss this at our meeting.

Thank you for your attention to this matter. I look forward to meeting with you.

Very truly yours,


John F. Byrne
Senior Attorney

cc: C. Vasudevan (DER, Albany) ✓
J. Jones (DER, Albany)

DRAFT

STATE OF NEW YORK: DEPARTMENT OF ENVIRONMENTAL CONSERVATION

In the Matter of the Development and Implementation of a Focused Remedial Investigation, Focused Feasibility Study and Interim Remedial Measure Program for Inactive Hazardous Waste Disposal Sites Under Article 27, Title 13 and Article 71, Title 27 of the Environmental Conservation Law of the State of New York by

ORDER
ON
CONSENT

INDEX Nos. W1-0713-94-12;
W1-0763-96-06

Photocircuits Corporation

Respondent

Site Codes # 130009; 130053A

WHEREAS,

1. The New York State Department of Environmental Conservation (the "Department") is responsible for enforcement of Article 27, Title 13 of the Environmental Conservation Law of the State of New York ("ECL"), entitled "Inactive Hazardous Waste Disposal Sites." This Order is issued pursuant to the Department's authority under, inter alia, ECL Article 27, Title 13 and ECL 3-0301.
2. Photocircuits Corporation ("Respondent"), owns and operates a facility located at 31 Sea Cliff Avenue, Glen Cove, Nassau County, New York (hereinafter referred to as "the Photocircuits Corporation Site"). The Site is in the Sea Cliff Avenue Industrial Area on the south side of Sea Cliff Avenue. Respondent manufactures printed circuit boards. Photocircuits Corporation acquired the property from Kollmorgen Corporation in 1986. A Site Map is attached hereto as Appendix "A".
3. Respondent is also the current owner of the property located at 45 Sea Cliff Avenue, Glen Cove, Nassau County, New York (hereinafter referred to as "the Pass & Seymour Site"). The Site is located on the south side of Sea Cliff Avenue and is bordered by several small businesses to the west, Glen Cove Creek to the east and the Photocircuits Corporation Site to the south. The former owner of the property, Pass & Seymour Inc., was engaged in the manufacture of injection molded plastic components for electronic applications. A Site Map is attached hereto as Appendix "B".
4. The Photocircuits Corporation Site and the Pass & Seymour Site will hereinafter collectively be referred to as "the Sites" or "both Sites".

5. The Department has designated both Sites as inactive hazardous waste disposal sites, as that term is defined at ECL 27-1301.2, and alleges that they present a significant threat to the public health or environment. The Sites have been listed in the Registry of Inactive Hazardous Waste Disposal Sites in New York State as Photocircuits Corporation with Site Number 130009, and Pass & Seymour Inc. with Site Number 130053A. The Department has classified each Site with a Classification "2" pursuant to ECL 27-1305.4.b.

6. A. Pursuant to ECL 27-1313.3.a, whenever the Commissioner of Environmental Conservation (the "Commissioner") "finds that hazardous wastes at an inactive hazardous waste disposal site constitute a significant threat to the environment, he may order the owner of such site and/or any person responsible for the disposal of hazardous wastes at such site (i) to develop an inactive hazardous waste disposal site remedial program, subject to the approval of the department, at such site, and (ii) to implement such program within reasonable time limits specified in the order."

B. Any person under order pursuant to ECL 27-1313.3.a has a duty imposed by ECL Article 27, Title 13 to carry out the remedial program committed to under order. ECL Section 71-2705 provides that any person who fails to perform any duty imposed by ECL Article 27, Title 13 shall be liable for civil, administrative and/or criminal sanctions.

C. The Department also has the power, inter alia, to provide for the prevention and abatement of all water, land, and air pollution. See, e.g., ECL 3-0301.1.i.

7. The Department and Respondent agree that the goals of this Order are for Respondent to (i) develop and implement a Focused Remedial Investigation ("FRI") for both Sites; (ii) develop and implement a Focused Feasibility Study ("FFS") for the Photocircuits Corporation Site; (iii) develop and implement Interim Remedial Measures ("IRMs") for both Sites; and (iv) reimburse the State's administrative costs for both Sites.

8. Nothing in this order prevents the Department from later determining that Respondent is responsible for conducting a full and complete Remedial Investigation/Feasibility Study ("RI/FS"), if necessary, for remediation of either or both Sites. The Focused Remedial Investigation does not constitute an RI/FS, which, if required, would be addressed under a separate document. Respondent reserves its right to submit a Registry petition to reclassify the Sites pursuant to 6 NYCRR Part 375-1.9.

9. Respondent, having waived its right to a hearing herein as provided by law, and having consented to the issuance and entry of this Order, agrees to be bound by its terms. Respondent consents to and agrees not to contest the authority or jurisdiction of the Department to issue or enforce this Order, and agrees not to contest the validity of this Order or its terms.

NOW, having considered this matter and being duly advised, IT IS ORDERED THAT:

I. Site Information

Within 30 days after the effective date of this Order, Respondent shall submit to the Department all data within Respondent's possession or control regarding environmental conditions on-Site and off-Site for both Sites, and other information described below, unless the Department informs Respondent that such data has previously been provided to the Department. The data and other information shall include:

A. A brief history and description of each Site, including the types, quantities, physical state, location, and dates of disposal of hazardous waste including methods of disposal and spillage of such wastes;

B. A concise summary of information held by Respondent and Respondent's attorneys and consultants with respect to all persons responsible for such disposal of hazardous wastes, including but not limited to names, addresses, dates of disposal and any proof linking each such person responsible with hazardous wastes identified pursuant to Subparagraph I.A; and

C. A comprehensive list and copies of all existing relevant reports with titles, authors, and subject matter, as well as a description of the results of all previous investigations of the Sites and areas in the vicinity of the Sites, including copies of all available topographic and property surveys, engineering studies and aerial photographs.

II. Investigation Work Plan Contents and Submittals

A. Within 60 days after the effective date of this Order, Respondent shall submit to the Department a detailed work plan describing the methods and procedures to be implemented in performing a Focused Remedial Investigation at both Sites and a Focused Feasibility Study at the Photocircuits Corporation Site ("Investigation Work Plan").

B. 1. The Investigation Work Plan shall include, but not be limited to, the following:

a. A chronological description of the anticipated FRI/FFS activities together with a schedule for the performance of these activities.

b. A Sampling and Analysis Plan that shall include:

(i) A quality assurance project plan that describes the quality assurance and quality control protocols necessary to achieve the initial data quality objectives. This plan shall designate a data validation expert and must describe such individual's qualifications and experience.

(ii) A field sampling plan that defines sampling and data gathering methods in a manner consistent with the "Field Methods Compendium," OSWER Directive 9285.2-11 (draft June 1993), as supplemented by the Department.

c. A health and safety plan to protect persons at and in the vicinity of the Sites during the performance of the FRI/FFS which shall be prepared in accordance with 29 CFR 1910 and all other applicable standards by a certified health and safety professional. Respondent shall add supplemental items to this plan necessary to ensure the health and safety of all persons at or in the vicinity of the Sites during the performance of any work pursuant to this Order.

d. A citizen participation plan that is, at a minimum, consistent with the Department's publication, "New York State Inactive Hazardous Waste Site Citizen Participation Plan," dated August 30, 1988, and any subsequent revisions thereto, and 6 NYCRR Part 375.

2. The FRI/FFS Work Plan shall incorporate all elements of an RI/FS as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA") [42 USC 9601 et seq.], as amended, the National Contingency Plan ("NCP") of March 8, 1990 [40 CFR Part 300], the USEPA guidance document entitled "Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA," dated October 1988, and any subsequent revisions to that guidance document in effect at the time the FRI/FFS Work Plan is submitted, and appropriate USEPA and Department technical and administrative guidance documents.

III. Performance and Reporting of the FRI

A. Respondent shall commence the Focused Remedial Investigation for both Sites in accordance with the schedule contained in the Department-approved Investigation Work Plan.

B. Respondent shall perform the Focused Remedial Investigation for both Sites in accordance with the Department-approved Investigation Work Plan.

C. During the performance of the Focused Remedial Investigation, Respondent shall have on-Site a full-time representative who is qualified to supervise the work done.

D. For each Site and within the time frame set forth in the Department-approved Investigation Work Plan, Respondent shall prepare a Focused Remedial Investigation Report that shall:

1. include all data generated and all other information obtained during the Focused Remedial Investigation:
2. provide all of the assessments and evaluations set forth in CERCLA, the NCP, and the guidance documents identified in Subparagraph II.B.2;
3. identify any additional data that must be collected; and
4. include a certification by the individual or firm with primary responsibility for the day to day performance of the Focused Remedial Investigation that all activities that comprised the Focused Remedial Investigation were performed in full accordance with the Department-approved Investigation Work Plan.

IV. Focussed Feasibility Study

A. In accordance with the schedule contained in the Department-approved Investigation Work Plan, Respondent shall submit a Focussed Feasibility Study for the Photocircuits Corporation Site, evaluating on-Site and off-Site remedial actions to eliminate, to the maximum extent practicable, all health and environmental hazards and potential hazards attributable to hazardous waste disposal at the Photocircuits Corporation Site. The Focussed Feasibility Study shall be prepared by and have the signature and seal of a professional engineer who shall certify that the Feasibility Study was prepared in accordance with this Order.

B. Respondent shall perform and prepare the Focussed Feasibility Study in accordance with the Department-approved Investigation Work Plan and in a manner consistent with CERCLA, the NCP, and the guidance documents identified in Subparagraph II.B.2.

C. After the Department's approval of the Focused Feasibility Study, Respondent shall cooperate and assist the Department in soliciting public comment on the Focussed Feasibility Study and on the proposed remedial action plan, in accordance with CERCLA, the NCP, the guidance documents identified in Subparagraph II.B.2, and with any Department policy and guidance documents in effect at the time the public comment period is initiated. After the close of the public comment period, the Department shall select a final remedial alternative for the site in a Record of Decision ("ROD"). The ROD shall be incorporated into and become an enforceable part of this Order.

V. Interim Remedial Measures

A. 1. Respondent shall propose one or more Interim Remedial Measures ("IRMs") for each Site.

2. In proposing each IRM, Respondent shall submit to the Department a work plan that includes a chronological description of the anticipated IRM activities together with a schedule for performance of those activities (an "IRM Work Plan" for that Site).

3. Upon the Department's determination that the proposal is an appropriate IRM and upon the Department's approval of such work plan, the IRM Work Plan shall be incorporated into and become an enforceable part of this Order; and Respondent shall submit to the Department for its review and (as appropriate) approval, in accordance with the schedule contained in the Department-approved IRM Work Plan, detailed documents and specifications prepared, signed, and sealed by a professional engineer to implement the Department-approved IRM. Such documents shall include a health and safety plan, contingency plan, and (if the Department requires such) a citizen participation plan that incorporates appropriate activities outlined in the Department's publication, "New York State Inactive Hazardous Waste Citizen Participation Plan," dated August 30, 1988, and any subsequent revisions thereto, and 6 NYCRR Part 375. Respondent shall then carry out such IRM in accordance with the requirements of the approved IRM Work Plan, detailed documents and specifications, and this Order. Respondent shall notify the Department of any significant difficulties that may be encountered in implementing the Department-approved work plan, detailed documents, or specifications and shall not modify any obligation unless first approved by the Department.

4. During implementation of all construction activities identified in the Department-approved IRM Work Plan, Respondent shall have on-Site a full-time representative who is qualified to supervise the work done at each site.

5. Within the schedule contained in the Department-approved IRM Work Plan, Respondent shall submit to the Department a final engineering report prepared by a professional engineer that includes a certification by that individual that all activities that comprised the Department-approved IRM were completed in accordance with the Department-approved IRM Work Plan and this Order.

a. If the performance of the Department-approved IRM encompassed construction activities, the final engineering report also shall include a detailed post-remedial operation and maintenance plan ("IRM O&M Plan"); "as-built" drawings and a final engineering report (each including all changes made to the Remedial Design during construction); and a certification by a professional engineer that the IRM was implemented and all construction activities were completed in accordance with the Department-approved detailed documents and specifications for the IRM and all such activities were personally witnessed by him or her or by a person under

his or her direct supervision. The IRM O&M Plan, "as built" drawings, final engineering report, and certification must be prepared, signed, and sealed by a professional engineer.

b. Upon the Department's approval of the IRM O&M Plan, Respondent shall implement the IRM O&M Plan in accordance with the requirements of the Department-approved IRM O&M Plan.

6. After receipt of the final engineering report and certification, the Department shall notify Respondent in writing whether the Department is satisfied that the IRM was completed in compliance with the Department-approved IRM Work Plan and design.

VI. Progress Reports

Respondent shall submit to the parties identified in Subparagraph XIV.B in the numbers specified therein copies of written monthly progress reports that:

- A. describe the actions which have been taken toward achieving compliance with this Order during the previous month;
- B. include all results of sampling and tests and all other data received or generated by Respondent or Respondent's contractors or agents in the previous month, including quality assurance/quality control information, whether conducted pursuant to this Order or conducted independently by Respondent;
- C. identify all work plans, reports, and other deliverables required by this Order that were completed and submitted during the previous month;
- D. describe all actions, including, but not limited to, data collection and implementation of work plans, that are scheduled for the next month and provide other information relating to the progress at the Sites;
- E. include information regarding percentage of completion, unresolved delays encountered or anticipated that may affect the future schedule for implementation of Respondent's obligations under the Order, and efforts made to mitigate those delays or anticipated delays;
- F. include any modifications to any work plans that Respondent has proposed to the Department or that the Department has approved; and

G. describe all activities undertaken in support of the Citizen Participation Plan during the previous month and those to be undertaken in the next month. Respondent shall submit these progress reports to the Department by the tenth day of every month following the effective date of this Order.

Respondent also shall allow the Department to attend, and shall provide the Department at least seven days advance notice of, any of the following: prebid meetings, job progress meetings, substantial completion meeting and inspection, and final inspection and meeting.

VII. Review of Submittals

A. 1. The Department shall review each of the submittals Respondent makes pursuant to this Order to determine whether it was prepared, and whether the work done to generate the data and other information in the submittal was done, in accordance with this Order and generally accepted technical and scientific principles. The Department shall notify Respondent in writing of its approval or disapproval of the submittal, except for the health and safety plan submittal in Subparagraph II.B.1.c, and the health and safety submittal in Subparagraph V.A.3. All Department-approved submittals shall be incorporated into and become an enforceable part of this Order.

2. a. If the Department disapproves a submittal, it shall so notify Respondent in writing and shall specify the reasons for its disapproval. Within 30 days after receiving written notice that Respondent's submittal has been disapproved, Respondent shall make a revised submittal to the Department that addresses and resolves all of the Department's stated reasons for disapproving the first submittal.

b. After receipt of the revised submittal, the Department shall notify Respondent in writing of its approval or disapproval. If the Department disapproves the revised submittal, Respondent may be held in violation of this Order and the Department may take any action or pursue whatever rights it has pursuant to any provision of statutory or common law. If the Department approves the revised submittal, it shall be incorporated into and become an enforceable part of this Order.

B. Respondent shall modify and/or amplify and expand a submittal upon the Department's direction to do so if the Department determines, as a result of reviewing data generated by an activity required under this Order or as a result of reviewing any other data or facts, that further work is necessary.

VIII. Penalties

A. 1. Respondent's failure to comply with any term of this Order constitutes a violation of this Order and the ECL.

2. Respondent shall be liable for payment to the Department of the sums set forth below as stipulated penalties for each day or part thereof that Respondent is found to be in violation of the terms of this Order. All penalties begin to accrue on the first day Respondent is in violation of the terms of this Order and continue to accrue through the final day of correction of any violation. Such sums shall be due and payable within 15 days after receipt of notification from the Department assessing the penalties. If such payment is not received within 15 days after Respondent receives such notification from the Department, interest shall be payable at the annual rate of nine per centum on the overdue amount from the day on which it was due through, and including, date of payment. Penalties shall be paid by certified check or money order, made payable to "New York State Department of Environmental Conservation" and shall be delivered personally or by certified mail, return receipt requested, to the Director, Division of Environmental Enforcement, N.Y.S.D.E.C., 50 Wolf Road, Albany, New York 12233-5500. Payment of the penalties shall not in any way alter Respondent's obligation to complete performance under the terms of this Order. Stipulated penalties shall be due and payable under Subparagraph VIII.A.2 pursuant to the following schedule:

<u>Period of Non-Compliance</u>	<u>Penalty Per Day</u>
First through 15th day	\$ 5,000
16th through 30th day	\$ 10,000
31st day and thereafter	\$ 15,000

B. Respondent shall not suffer any penalty under this Order or be subject to any proceeding or action if it cannot comply with any requirement hereof because of war, riot, or an unforeseeable disaster arising exclusively from natural causes which the exercise of ordinary human prudence could not have prevented. Respondent shall, within five days of when it obtains knowledge of any such condition, notify the Department in writing. Respondent shall include in such notice the measures taken and to be taken by Respondent to prevent or minimize any delays and shall request an appropriate extension or modification of this Order. Failure to give such notice within such five-day period constitutes a waiver of any claim that a delay is not subject to penalties. Respondent shall have the burden of proving that an event is a defense to compliance with this Order pursuant to Subparagraph VIII.B.

IX. Entry upon Site

Respondent hereby consents to the entry upon either or both Sites or areas in the vicinity of either or both Sites which may be under the control of Respondent by any duly designated employee, consultant, contractor, or agent of the Department or any State agency for purposes of inspection, sampling, and testing and to ensure Respondent's compliance with this Order. Respondent shall provide the Department with suitable office space at the Sites, including access to a telephone, and shall permit the Department full access to all records relating to matters addressed by this order and job meetings.

X. Payment of State Costs

Within 30 days after receipt of an itemized invoice from the Department, Respondent shall pay to the Department a sum of money which shall represent reimbursement for the State's expenses including, but not limited to, direct labor, fringe benefits, indirect costs, travel, analytical costs, and contractor costs incurred by the State of New York for work related to the Site, as well as for negotiating this Order, reviewing and revising submittals made pursuant to this Order, overseeing activities conducted pursuant to this Order, collecting and analyzing samples, and administrative costs associated with this Order. Such payment shall be made by certified check payable to the Department of Environmental Conservation and shall be sent to:

Bureau of Program Management.
Division of Environmental Remediation
New York State Department of Environmental Conservation
50 Wolf Road
Albany, NY 12233-7010.

Personal service costs shall be documented by reports of Direct Personal Service, which shall identify the employee name, title, biweekly salary, and time spent (in hours) on the project during the billing period, as identified by an assigned time and activity code. Approved agency fringe benefit and indirect cost rates shall be applied. Non-personal service costs shall be summarized by category of expense (e.g., supplies, materials, travel, contractual) and shall be documented by expenditure reports.

XI. Department Reservation of Rights

A. Nothing contained in this Order shall be construed as barring, diminishing, adjudicating, or in any way affecting any of the Department's civil, criminal, or administrative rights or authorities.

B. Nothing contained in this Order shall be construed to prohibit the Commissioner or his duly authorized representative from exercising any summary abatement powers.

XII. Indemnification

Respondent shall indemnify and hold the Department, the State of New York, and their representatives and employees harmless for all claims, suits, actions, damages, and costs of every name and description arising out of or resulting from the fulfillment or attempted fulfillment of this Order by Respondent and/or any of Respondent's directors, officers, employees, servants, agents, successors, and assigns.

XIII. Public Notice

A. Within 30 days after the effective date of this Order, Respondent shall file a Declaration of Covenants and Restrictions with the Nassau County Clerk's Office to give all parties who may acquire any interest in either or both Sites notice of this Order.

B. If Respondent proposes to convey the whole or any part of Respondent's ownership interest in either or both Sites, Respondent shall, not fewer than 60 days before the date of conveyance, notify the Department in writing of the identity of the transferee and of the nature and proposed date of the conveyance and shall notify the transferee in writing, with a copy to the Department, of the applicability of this Order.

XIV. Communications

A. All written communications required by this Order shall be transmitted by United States Postal Service, by private courier service, or hand delivered as follows:

Communication from Respondent shall be sent to:

1. Chittibabu Vasudevan, Ph.D., P.E.
Chief, Remedial Section A.
Bureau of Eastern Remedial Action
Division of Environmental Remediation
NYS Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

2. G. Anders Carlson, Ph.D.
Director, Bureau of Environmental Exposure Investigation
New York State Department of Health
2 University Place
Albany, New York 12203

3. John F. Byrne, Esq.
N.Y.S. Dept. of Environmental Conservation
Division of Environmental Enforcement
200 White Plains Road - 5th Floor
Tarrytown, New York 10591-5805

4. Joseph Jones
Project Manager
Remedial Section A.
Bureau of Eastern Remedial Action
Division of Environmental Remediation
NYS Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

Communication to be made from the Department to Respondent shall be sent to:

Mark C. Pennington, Esq.
Morgan, Lewis & Bockius
101 Park Avenue
New York, New York 10178-0060

B. Copies of work plans and reports shall be submitted as follows:

One copy to:

Chittibabu Vasudevan, Ph.D., P.E.
Chief, Remedial Section A.
Bureau of Eastern Remedial Action
Division of Environmental Remediation
NYS Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

Three copies (one unbound) to:

Joseph Jones
Remedial Section A.
Bureau of Eastern Remedial Action
Division of Environmental Remediation
NYS Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

Two copies to:

G. Anders Carlson, Ph.D.
Director, Bureau of Environmental Exposure Investigation
New York State Department of Health
2 University Place
Albany, New York 12203

One copy to:

Robert Becherer, P.E.
NYS Dept. of Environmental Conservation
Division of Environmental Remediation
Region 1 Office
S.U.N.Y. Campus - Building 40
Stony Brook, New York 11790-2356

One copy to:

John F. Byrne, Esq.
N.Y.S. Dept. of Environmental Conservation
Division of Environmental Enforcement
200 White Plains Road - 5th Floor
Tarrytown, New York 10591-5805

C. 1. Within 30 days of the Department's approval of any report submitted pursuant to this Order, Respondent shall submit to the Director, Division of Environmental Remediation, 50 Wolf Road, Albany, New York 12233-7010, a computer readable magnetic media copy of the approved report in American Standard Code for Information Interchange (ASCII) format.

2. Within 30 days after the Department's approval of the FRI/FFS, Respondent shall submit to the Department one microfilm copy (16 millimeter roll film M type cartridge) of the Department-approved FRI/FFS, as well as all other Department-approved submittals. Respondent shall submit same to Chittibabu Vasudevan, Ph.D., P.E.

D. The Department and Respondent reserve the right to designate additional or different addressees for communication or written notice to the other.

XV. Miscellaneous

A. 1. All activities and submittals required by this Order shall address both on-Site and off-Site contamination resulting from the disposal of hazardous wastes at both Sites.

2. All activities Respondent is required to undertake under this Order are ordinary and necessary expenses for the continued operation of Respondent.

B. Respondent shall retain professional consultants, contractors, laboratories, quality assurance/quality control personnel, and third party data validators acceptable to the Department to perform the technical, engineering, and analytical obligations required by this Order. The experience, capabilities, and qualifications of the firms or individuals selected by Respondent shall be submitted to the Department within 15 days after the effective date of this Order. The Department's approval of these firms or individuals shall be obtained before the start of any activities for which Respondent and such firms or individuals will be responsible. The responsibility for the performance of the professionals retained by Respondent shall rest solely with Respondent.

C. The Department shall have the right to obtain split samples, duplicate samples, or both, of all substances and materials sampled by Respondent, and the Department also shall have the right to take its own samples. Respondent shall make available to the Department the results of all sampling and/or tests or other data generated by Respondent with respect to implementation of this Order and shall submit these results in the progress reports required by this Order.

D. Respondent shall notify the Department at least 10 working days in advance of any field activities to be conducted pursuant to this Order.

E. Respondent shall obtain all permits, easements, rights-of-way, rights-of-entry, approvals, or authorizations necessary to perform Respondent's obligations under this Order.

F. Respondent and Respondent's officers, directors, agents, servants, employees, successors, and assigns shall be bound by this Order. Any change in ownership or corporate status of Respondent including, but not limited to, any transfer of assets or real or personal property shall in no way alter Respondent's responsibilities under this Order. Respondent's officers, directors, employees, servants, and agents shall be obliged to comply with the relevant provisions of this Order in the performance of their designated duties on behalf of Respondent.

G. Respondent shall provide a copy of this Order to each contractor hired to perform work required by this Order and to each person representing Respondent with respect to either or both Sites and shall condition all contracts entered into in order to carry out the obligations identified in this Order upon performance in conformity with the terms of this Order. Respondent or Respondent's contractors shall provide written notice of this Order to all subcontractors hired to perform any portion of the work required by this Order. Respondent shall nonetheless be responsible for ensuring that Respondent's contractors and subcontractors perform the work in satisfaction of the requirements of this Order.

H. "Interim Remedial Measure" shall have the meaning set forth in 6 NYCRR Part 375.

I. All references to "professional engineer" in this Order are to an individual registered as a professional engineer in accordance with Article 145 of the New York State Education Law. If such individual is a member of a firm, that firm must be authorized to offer professional engineering services in the State of New York in accordance with Article 145 of the New York State Education Law.

J. All references to "days" in this Order are to calendar days unless otherwise specified.

K. The section headings set forth in this Order are included for convenience of reference only and shall be disregarded in the construction and interpretation of any of the provisions of this Order.

L. 1. The terms of this Order constitute the complete and entire Order concerning the development of a Focused Remedial Investigation and Interim Remedial Measures for both Sites, and a Focused Feasibility Study for the Photocircuits Corporation Site. No term, condition, understanding, or agreement purporting to modify or vary any term of this Order shall be binding unless made in writing and subscribed by the party to be bound. No informal advice, guidance, suggestion, or comment by the Department regarding any report, proposal, plan, specification, schedule, or any other submittal shall be construed as relieving Respondent of Respondent's obligation to obtain such formal approvals as may be required by this Order.

2. If Respondent desires that any provision of this Order be changed, Respondent shall make timely written application, signed by Respondent, to the Commissioner setting forth reasonable grounds for the relief sought. Copies of such written application shall be delivered or mailed to:

John F. Byrne, Esq.
NYS Dept. of Environmental Conservation
Division of Environmental Enforcement
200 White Plains Road
5th Floor
Tarrytown, New York 10591-5805

and

Joseph Jones
Remedial Section A.
Bureau of Eastern Remedial Action
Division of Environmental Remediation
NYS Dept. of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

M. The effective date of this Order is the date the Commissioner or his designee signs it.

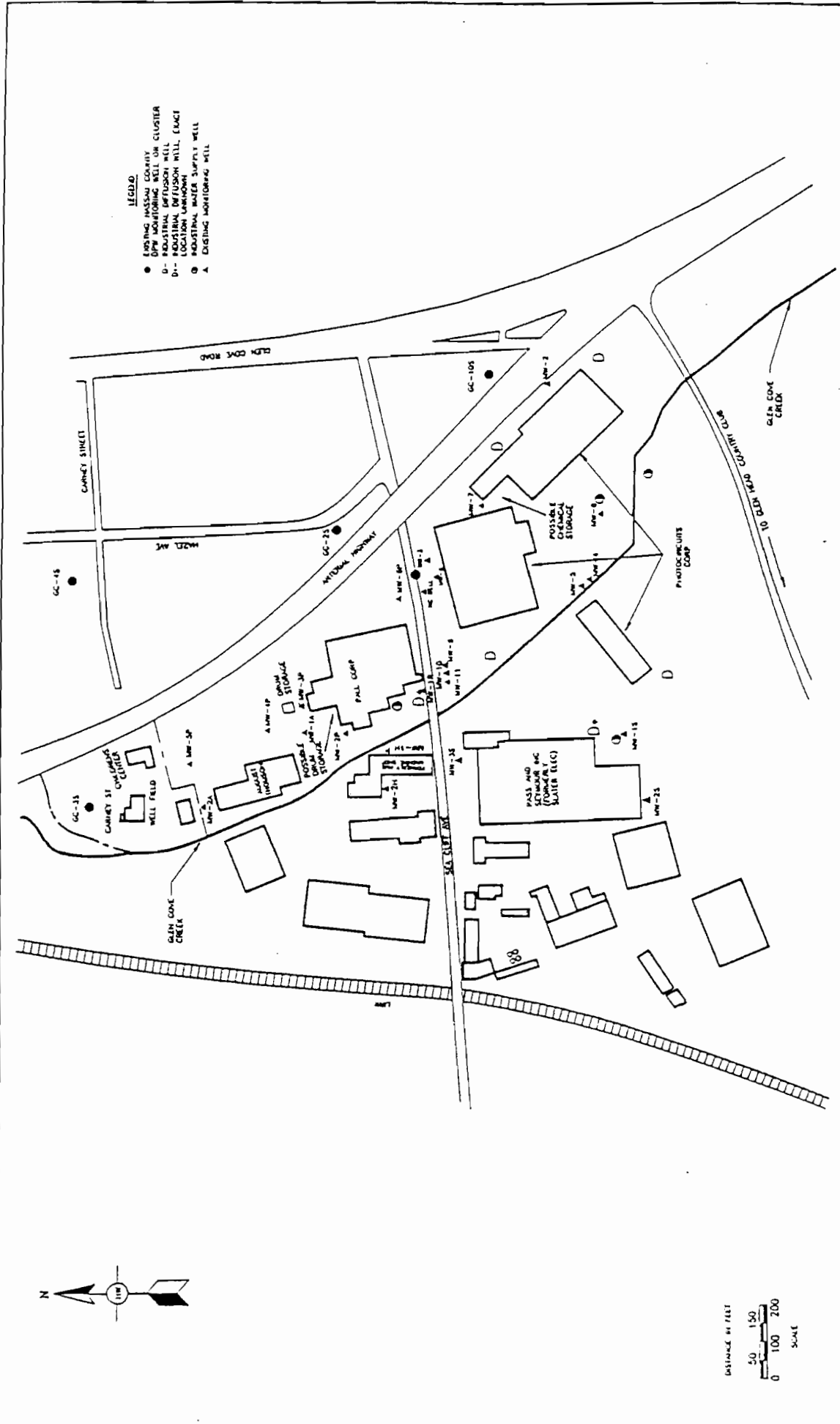
DATED: , New York
, 1996

MICHAEL D. ZAGATA
Commissioner
New York State Department
of Environmental Conservation

By:

Michael J. O'Toole, Jr.

APPENDIX A.



LEGEND

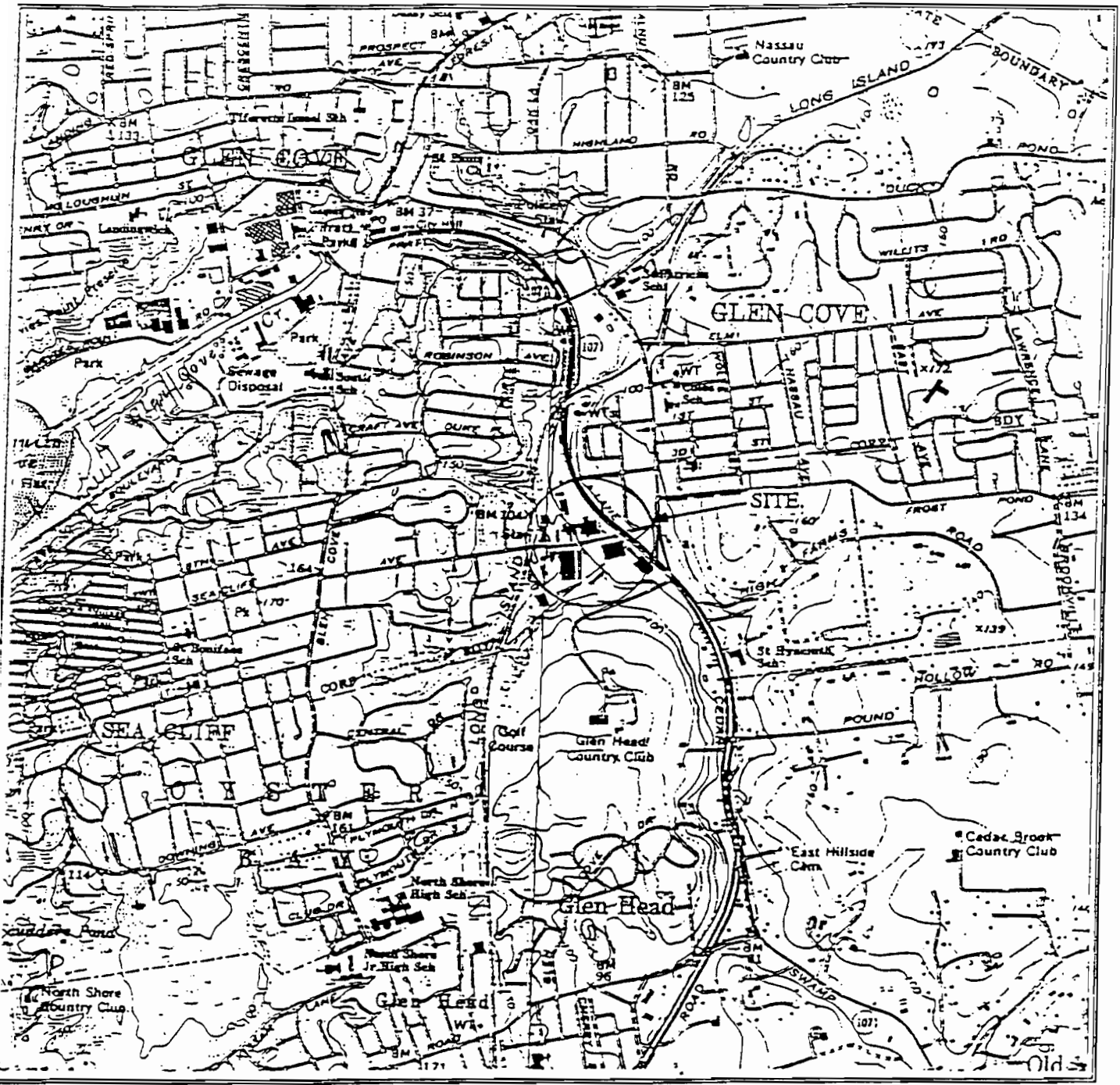
- EXISTING MONITORING WELL
- INDUSTRIAL FACILITY CLUSTER
- INDUSTRIAL DEFUSION WELL (EXACT LOCATION UNKNOWN)
- INDUSTRIAL WATER SUPPLY WELL
- EXISTING MONITORING WELL

FIGURE 1
SITE PLAN
GLEN COVE INDUSTRIAL AREA
GLEN COVE, NEW YORK

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
SANITATION & WATER SUPPLY
HAZARDOUS WASTE SERVICES UNIT

FILE NAME: \BFG\GCSIND	CONTRACT NUMBER:	SHEET NO.:
SCALE: AS SHOWN	DATE: BY:	1 OF 1
DESIGNED BY: M. FLAHERTY	DATE: 1/21/93	DATE: 1/21/93
DATE: 1/21/93	CHECKED BY: S. BURMAN	DATE: 1/21/93
ORIGINAL RELEASE		
REVISION DESCRIPTION		

APPENDIX B.

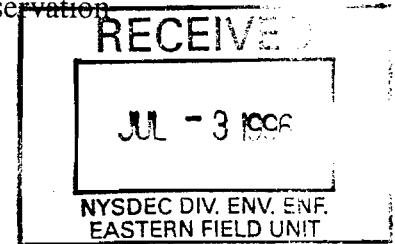


SITE LONGITUDE - 73.6231° W
 SITE LATITUDE - 40.8518° N



FIGURE A - SITE TOPOGRAPHY

Source: U.S.G.S. Sea Cliff and Hicksville Quadrangles
 Scale: 1" = 2000'



MEMORANDUM

Michael D. Zagata
Commissioner

TO: John Byrne, DEE - Eastern Field Unit
FROM: Dottie Norvik, DHWR - Bureau of Program Management, Albany
SUBJECT: Cost Recovery Request - Pass & Seymour, Site No. 1-30-053A

en
File

DATE: JUL 2 1996

The following is a cost summary for the referenced site. In May of 1996, this site was classified as a 2. At that time, the site specific time and activity (T&A) code B776 was established for this site. There are no charges to this site specific T&A code reported below because T&A reports are currently only available through March 6, 1996.

A Preliminary Site Assessment (PSA) was conducted at the Sea Cliff Ave, Site No. 1-30-053. The PSA resulted in the classification of three sites, Pass & Seymour, Photocircuits, and Pall Corporation. One third of the cost of the PSA and one third of the personal service costs that were charged to the Sea Cliff site specific T&A code B141 have been included in this summary per John Swartout.

Also, since DOH costs are not yet available to us, they have not been included in this summary. Please call Laura Zeppetelli at 518-457-9238 if you have any questions. The total costs are:

Personal Service (1/3 of B141 through 3/6/96)	\$ 6,456.02 (Exhibit 1)
Fringe Benefits	1,950.73 (Exhibit 1)
Indirect Costs	2,677.71 (Exhibit 1)
Contractual (1/3 of Sea Cliff Ave. PSA)	13,951.81 (Exhibit 2)
<u>Total Expenses</u>	<u>\$ 25,036.27</u>

Attachments

- cc: w/o Exhibits
- C.Sullivan, DEE
- J. Swartout
- J. Jones

Exhibit 1

New York State Department of Environmental Conservation
 Bureau of Federal & Municipal Accounts
 Time & Activity Detail Report
 1-30-009, 1-30-053A & 1-30-053B

PAGE NO. 1
 07/01/96

T&A Period	T&A Code	Description	Item No.	Payroll Header Cost Center	Name	Title	Prog & Loc Code	Average Biweekly Salary	Time Hours	Amount (Dollars) Including Leave
** Inum:	FY9192									
08/28/91	B141	SEA CLIFF AVE	47079	430221 L2 91	BREWSTER HAYDEN R	ASSNT SANI ENGR	QC/00	1426.18	11.50	263.65
09/25/91	B141	SEA CLIFF AVE	47079	430221 L2 91	BREWSTER HAYDEN R	ASSNT SANI ENGR	QC/00	1426.18	21.00	478.84
12/18/91	B141	SEA CLIFF AVE	47153	430221 L2 91	SWARTWOUT JR JOHN B	ENVIRNL ENGINEER 3	QC/00	2122.77	1.00	33.94
12/18/91	B141	SEA CLIFF AVE	47079	430221 L2 91	BREWSTER HAYDEN R	ASSNT SANI ENGR	QC/00	1426.18	10.00	228.02
03/11/92	B141	SEA CLIFF AVE	47153	430221 L2 91	SWARTWOUT JR JOHN B	ENVIRNL ENGINEER 3	QC/00	2122.77	1.00	33.06
** Subtotal **								8524.08	44.50	\$1,037.51

New York State Department of Environmental Conservation
 Bureau of Federal & Municipal Accounts
 Time & Activity Detail Report
 1-30-009, 1-30-053A & 1-30-053B

T&A Period	T&A Code	Description	Item No.	Payroll Header Cost Center	Name	Title	Prgram & Loc Code	Average Biweekly Salary	Time Hours	Amount (Dollars) Including Leave
** Inum: FY9293										
06/03/92	B141	SEA CLIFF AVE	47153	430221 L2 92	SWARTWOUT JR JOHN B	ENVIRNL ENGINEER 3	QC/00	2128.60	1.00	34.26
10/21/92	B141	SEA CLIFF AVE	47153	430221 L2 92	SWARTWOUT JR JOHN B	ENVIRNL ENGINEER 3	QC/00	2128.60	6.50	222.68
10/21/92	B141	SEA CLIFF AVE	47079	430221 L2 92	BREWSTER HAYDEN R	ENVIRNL ENGINEER 1	QC/00	1430.10	18.00	1,307.88
01/13/93	B141	SEA CLIFF AVE	47079	430221 L2 92	BREWSTER HAYDEN R	ENVIRNL ENGINEER 1	QC/00	1430.10	4.50	101.28
02/10/93	B141	SEA CLIFF AVE	47079	430221 L2 92	BREWSTER HAYDEN R	ENVIRNL ENGINEER 1	QC/00	1430.10	2.50	55.98
03/10/93	B141	SEA CLIFF AVE	47079	430221 L2 92	BREWSTER HAYDEN R	ENVIRNL ENGINEER 1	QC/00	1430.10	7.75	178.38
** Subtotal **								9977.60	40.25	\$1,900.46

New York State Department of Environmental Conservation
Bureau of Federal & Municipal Accounts
Time & Activity Detail Report

I-30-009, I-30-053A & I-30-053B

T&A Period	T&A Code	Description	Item No.	Payroll Header Cost Center	Name	Title	Prgram & Loc Code	Average Biweekly Salary	Time Hours	Amount (Dollars) Including Leave
** Inum: FY9394										
04/07/93	B141	SEA CLIFF AVE	47079	430221 L2 93	BREWSTER HAYDEN R	ENVIRNL ENGINEER 1	QC/00	1430.10	7.00	160.80
05/05/93	B141	SEA CLIFF AVE	47079	430221 L2 93	BREWSTER HAYDEN R	ENVIRNL ENGINEER 1	QC/00	1430.10	9.50	218.23
06/02/93	B141	SEA CLIFF AVE	47079	430221 L2 93	BREWSTER HAYDEN R	ENVIRNL ENGINEER 1	QC/00	1430.10	4.00	91.88
06/30/93	B141	SEA CLIFF AVE	47079	430221 L2 93	BREWSTER HAYDEN R	ENVIRNL ENGINEER 1	QC/00	1430.10	44.25	1,016.47
07/28/93	B141	SEA CLIFF AVE	38470	430221 93	LINDERCANTWELL C L	ENVIRNL CONS PGM AIDE	QB/00	928.52	4.50	67.11
07/28/93	B141	SEA CLIFF AVE	47079	430221 L2 93	BREWSTER HAYDEN R	ENVIRNL ENGINEER 1	QC/00	1430.10	8.50	195.26
07/28/93	B141	SEA CLIFF AVE	47153	430221 L2 93	SWARTWOUT JR JOHN B	ENVIRNL ENGINEER 3	QC/00	2128.60	1.00	33.74
08/25/93	B141	SEA CLIFF AVE	38470	430221 93	LINDERCANTWELL C L	ENVIRNL CONS PGM AIDE	QB/00	1983.87	3.00	95.60
08/25/93	B141	SEA CLIFF AVE	47079	430221 L2 93	BREWSTER HAYDEN R	ENVIRNL ENGINEER 1	QC/00	2834.87	7.50	341.52
09/22/93	B141	SEA CLIFF AVE	47079	430221 L2 93	BREWSTER HAYDEN R	ENVIRNL ENGINEER 1	QC/00	1829.15	15.00	440.71
10/20/93	B141	SEA CLIFF AVE	47079	430221 L2 93	BREWSTER HAYDEN R	ENVIRNL ENGINEER 1	QC/00	1580.07	40.25	1,017.06
12/15/93	B141	SEA CLIFF AVE	47101	430221 L2 93	CHAKRABORTI AMITAVA	ENVIRON CHEM 1	QA/00	1316.88	24.00	507.66
12/15/93	B141	SEA CLIFF AVE	47079	430221 L2 93	BREWSTER HAYDEN R	ENVIRNL ENGINEER 1	QC/00	1698.05	11.00	295.40
01/12/94	B141	SEA CLIFF AVE	38470	430221 93	LINDERCANTWELL C L	ENVIRNL CONS PGM AIDE	QB/00	1038.10	3.00	50.02
01/12/94	B141	SEA CLIFF AVE	47079	430221 L2 93	BREWSTER HAYDEN R	ENVIRNL ENGINEER 1	QC/00	1580.07	18.50	469.53
02/09/94	B141	SEA CLIFF AVE	47079	430221 L2 93	BREWSTER HAYDEN R	ENVIRNL ENGINEER 1	QC/00	1580.07	25.75	653.54
02/09/94	B141	SEA CLIFF AVE	47153	430221 L2 93	SWARTWOUT JR JOHN B	ENVIRNL ENGINEER 3	QC/00	2338.45	1.00	34.25
03/09/94	B141	SEA CLIFF AVE	38470	430221 93	LINDERCANTWELL C L	ENVIRNL CONS PGM AIDE	QB/00	1038.10	2.00	33.35
03/09/94	B141	SEA CLIFF AVE	47079	430221 L2 93	BREWSTER HAYDEN R	ENVIRNL ENGINEER 1	QC/00	1580.07	22.75	577.40
								30605.37	252.50	\$6,299.53

** Subtotal **

New York State Department of Environmental Conservation
Bureau of Federal & Municipal Accounts
Time & Activity Detail Report
1-30-009, 1-30-053A & 1-30-053B

T&A Period	T&A Code	Description	Item No.	Payroll Header Cost Center	Name	Title	Prgram & Loc Code	Average Biweekly Salary	Time Hours	Amount (Dollars) Including Leave
** Inum: 04/06/94	B141	SEA CLIFF AVE	47079	430221 L2 94	BREWSTER HAYDEN R	ENVIRNL ENGINEER 1	QC/00	1589.21	30.50	775.08
05/04/94	B141	SEA CLIFF AVE	47071	430221 L2 94	BARCOMB EARL II	ENVIRNL ENGINEER 4	QC/00	3086.89	1.00	47.46
05/04/94	B141	SEA CLIFF AVE	47079	430221 L2 94	BREWSTER HAYDEN R	ENVIRNL ENGINEER 1	QC/00	1691.53	7.00	189.65
05/04/94	B141	SEA CLIFF AVE	47153	430221 L2 94	SWARTWOUT JR JOHN B	ENVIRNL ENGINEER 3	QC/00	2496.82	2.00	79.85
06/01/94	B141	SEA CLIFF AVE	47079	430221 L2 94	BREWSTER HAYDEN R	ENVIRNL ENGINEER 1	QC/00	1691.53	30.50	821.23
06/29/94	B141	SEA CLIFF AVE	47079	430221 L2 94	BREWSTER HAYDEN R	ENVIRNL ENGINEER 1	QC/00	1691.53	45.00	1,217.19
07/27/94	B141	SEA CLIFF AVE	47075	430221 L2 94	BREWSTER HAYDEN R	ENVIRNL ENGINEER 2	QC/00	1691.53	11.00	297.53
08/24/94	B141	SEA CLIFF AVE	47221	430221 L2 94	SHAH AJAY R	ENVIRNL ENGINEER 3	QA/10	2399.12	7.00	268.54
08/24/94	B141	SEA CLIFF AVE	47075	430221 L2 94	BREWSTER HAYDEN R	ENVIRNL ENGINEER 2	QC/00	1817.94	25.50	738.84
08/24/94	B141	SEA CLIFF AVE	47153	430221 L2 94	SWARTWOUT JR JOHN B	ENVIRNL ENGINEER 3	QC/00	2683.90	1.00	42.92
09/21/94	B141	SEA CLIFF AVE	47075	430221 L2 94	BREWSTER HAYDEN R	ENVIRNL ENGINEER 2	QC/00	1818.41	30.00	860.85
10/19/94	B141	SEA CLIFF AVE	47075	430221 L2 94	BREWSTER HAYDEN R	ENVIRNL ENGINEER 2	QC/00	1829.33	10.50	303.10
11/16/94	B141	SEA CLIFF AVE	47075	430221 L2 94	BREWSTER HAYDEN R	ENVIRNL ENGINEER 2	QC/00	1840.24	6.00	176.56
02/08/95	B141	SEA CLIFF AVE	47075	430221 L2 94	BREWSTER HAYDEN R	ENVIRNL ENGINEER 2	QC/00	1840.24	7.50	220.70
03/08/95	B141	SEA CLIFF AVE	47075	430221 L2 94	BREWSTER HAYDEN R	ENVIRNL ENGINEER 2	QC/00	1840.24	6.50	191.27
** Subtotal **								30008.46	221.00	\$6,230.77

New York State Department of Environmental Conservation
 Bureau of Federal & Municipal Accounts
 Time & Activity Detail Report

1-30-009, 1-30-053A & 1-30-053B

T & A Period	T & A Code	Description	Item No.	Payroll Header Cost Center	Name	Title	Program & Loc Code	Average Biweekly Salary	Time Hours	Amount (Dollars) Including Leave
** Inum: FY9596										
04/05/95	B141	SEA CLIFF AVE	47075	430221 L2 95	BREWSTER HAYDEN R	ENVIRNL ENGINEER 2	QC/00	1840.24	14.00	414.24
05/03/95	B141	SEA CLIFF AVE	47075	430221 L2 95	BREWSTER HAYDEN R	ENVIRNL ENGINEER 2	QC/00	1887.57	4.00	121.40
06/28/95	B141	SEA CLIFF AVE	47075	430221 L2 95	BREWSTER HAYDEN R	ENVIRNL ENGINEER 2	QC/00	1887.57	19.50	563.63
07/26/95	B141	SEA CLIFF AVE	47075	430221 L2 95	BREWSTER HAYDEN R	ENVIRNL ENGINEER 2	QC/00	1887.57	7.50	227.62
08/23/95	B141	SEA CLIFF AVE	47075	430221 L2 95	BREWSTER HAYDEN R	ENVIRNL ENGINEER 2	QC/00	1887.57	23.50	667.60
08/23/95	B141	SEA CLIFF AVE	47153	430221 L2 95	SWARTWOUT JR JOHN B	ENVIRNL ENGINEER 3	QC/00	2520.97	1.00	40.53
09/20/95	B141	SEA CLIFF AVE	47828	430116 L2 95	ECKL JAMES II	ASSOC ATTY	CC/00	2648.61	6.00	251.33
09/20/95	B141	SEA CLIFF AVE	47075	430221 L2 95	BREWSTER HAYDEN R	ENVIRNL ENGINEER 2	QC/00	1887.57	10.50	318.67
09/20/95	B141	SEA CLIFF AVE	47153	430221 L2 95	SWARTWOUT JR JOHN B	ENVIRNL ENGINEER 3	QC/00	2520.97	2.50	98.62
09/20/95	B141	SEA CLIFF AVE	47228	430310 L2 95	LAFEMINA CHRISTOPHER	ENVIRNL ENGINEER 1	QD/10	1502.88	7.00	169.15
10/18/95	B141	SEA CLIFF AVE	47075	430221 L2 95	BREWSTER HAYDEN R	ENVIRNL ENGINEER 2	QC/00	1887.57	7.00	212.45
12/13/95	B141	SEA CLIFF AVE	47075	430221 L2 95	BREWSTER HAYDEN R	ENVIRNL ENGINEER 2	QC/00	1887.57	7.00	195.80
01/10/96	B141	SEA CLIFF AVE	23505	240228 MF 95	RUSINKO ROSALIE KOLB	SENR ATTORNEY	CC/00	2005.72	1.00	32.25
01/10/96	B141	SEA CLIFF AVE	47075	430221 L2 95	BREWSTER HAYDEN R	ENVIRNL ENGINEER 2	QC/00	1887.57	8.50	257.97
01/10/96	B141	SEA CLIFF AVE	47153	430221 L2 95	SWARTWOUT JR JOHN B	ENVIRNL ENGINEER 3	QC/00	2520.97	1.00	40.00
02/07/96	B141	SEA CLIFF AVE	47075	430221 L2 95	BREWSTER HAYDEN R	ENVIRNL ENGINEER 2	QC/00	1887.57	3.50	106.22
02/07/96	B141	SEA CLIFF AVE	47153	430221 L2 95	SWARTWOUT JR JOHN B	ENVIRNL ENGINEER 3	QC/00	2520.97	3.00	121.60
03/06/96	B141	SEA CLIFF AVE	47075	430221 L2 95	BREWSTER HAYDEN R	ENVIRNL ENGINEER 2	QC/00	1887.57	2.00	60.70
** Subtotal **										
								36957.03	128.50	\$3,895.78
*** Total ***								116072.54	686.75	\$19,368.05

Summary of Time & Activity costs	:	\$19,368.05
Total Personal Service Cost	:	\$5,852.19
Total Fringe Benefits	:	\$8,033.12
Total Indirect Costs	:	\$53,253.36

Summary of Time & Activity costs through 3/6/96 for each of the following sites: 1-30-009, 1-30-053A, & 1-30-053B

Total Personal Service Cost / 3 : \$6,456.02

Total Fringe Benefits / 3 : \$1,950.73

Total Indirect Costs / 3 : \$2,677.71

Total Time & Activity Costs / 3 : \$11,084.46

STATE
OF
NEW YORK

STANDARD VOUCHER

Exhibit 2

Voucher No.

Originating Agency Department of Environmental Conservation	Orig. Agency Code 09000	Interest Eligible (Y/N) N	2 P-Contract C300280
--	----------------------------	------------------------------	-------------------------

Payment Date (MM) (DD) (YY) / /	OSC Use Only	Liability Date (MM) (DD) (YY) / /
------------------------------------	--------------	--------------------------------------

Payee ID 11-6000463	Additional	Zip Code 11501	Payee Amount \$ 4,349.32
------------------------	------------	-------------------	-----------------------------

Payee Name (Limit to 30 spaces) County of Nassau, New York	1099 Code	Merch/Inv. Rec'd Date (MM/DD/YY) 10/18/94
---	-----------	--

Payee Name (Limit to 30 spaces)	Statistic Type	Statistic
---------------------------------	----------------	-----------

Address (Limit to 30 spaces) One West Street	5 Ref/Inv. No. (Limit to 20 spaces) DEC/DPW PSA #3
---	---

Address (Limit to 30 spaces)	Ref/Inv. Date (MM) (DD) (YY) / /
------------------------------	-------------------------------------

City (Limit to 20 spaces) Mineola	(Limit to 2 spaces)	State NY	Zip Code 11501
--------------------------------------	---------------------	-------------	-------------------

Purchase Order No. and Date	Description of Material/Service If items are too numerous to be incorporated into the block below, use form AC 93 and carry total forward.	Quantity	Unit	Price	Amount
C300280 Pay #3	<p>Preliminary Site Assessments (PSA) for potential New York State Hazardous Waste Sites. Retainage (5%) from all engineering, drilling, sampling and equipment services as approved by the State for contract # C300-280-09000 for the following sites:</p> <p>Sea Cliff Ave. Industrial Area (N.Y. Site # 130049)</p> <p>Franklin Cleaners (N.Y. Site # 130050)</p> <p>Autotronic Product (N.Y. Site # 130030)</p>				\$4,349.32

<p>Payee Certification: I certify that the above bill is just, true and correct; that no part thereof has been paid except as stated and that the balance is actual/9 due and owing, and that taxes from which the State is exempt are excluded.</p> <p><i>[Signature]</i> Date: 10/14/94</p> <p>Commissioner Title Nassau County Department of Public Works Name of Company</p>	<p>Total \$4,349.32</p> <p>Discount % -----</p> <p>Net \$4,349.32</p>
--	---

FOR AGENCY USE ONLY		STATE COMPTROLLER'S PRE-AUDIT	
<p>Merchandise Received 10/18/94 Date</p> <p>Page No. 1</p> <p>By: <i>[Signature]</i> Date: 10/19/94</p>	<p>I certify that this voucher is correct and just, and payment is approved.</p> <p>Authorized Signature Date</p>	<p>Verified</p> <p>Audited</p> <p>Special Approval (as required)</p>	<p>Certified for Payment of Net Amount</p> <p>By: _____</p>

Cost Cent.	Var.	Yr.	Object	Expenditure		Amount	Liquidation			
				Dept.	Statewide		Orig Agency	PO/Contract	Line	F/P
6771		94	6995			4349.32	09000	C300280		

MUNICIPALITY'S APPLICATION FOR PAYMENT
(TITLE 3 STATE ASSISTANCE CONTRACT)

TO BE COMPLETED BY MUNICIPALITY		FOR AGENCY USE ONLY
PAYEE (Name & Address) County of Nassau, New York	Comptroller Contract No. C300280	Orig. Agency Code 09000
One West Street	Application No. DEC/DPW PSA#3	Date App. Rec'd 10/18/94
Mineola, New York 11501	Work Period Ending 12/93	
	Payee ID No. 11-6000 463	

With Final Payments Attach Labor Affidavits For Payroll Period to Conform to New York State Labor Law Section 220A

SCHEDULE I FINANCIAL STATEMENT

CONTRACT VALUE	(Values indicate 75% Reimbursement Amounts)	CONTRACT WORK PERFORMED
Line		Line
1. Original Contract	\$ 182,600.67	1. Work performed in previous applications
2. Amendments	\$ -----	2. Work performed this application
3. Net Contract Amount	\$ 182,600.67	3. Work performed to date
4. Maximum Retainage (5% of line 3)	\$ 9,130.03	4. Retainage (Less Releases)*
*Retainage Releases:		5. Work performed to date less retainage
5% TOTAL		6. Less previous payments
Rel. No. 1		7. Payment this application
Rel. No. 2		
Rel. No. 3		
Net Retainage		

SCHEDULE II CERTIFICATION BY MUNICIPALITY

I John M. Waltz do hereby certify that I am Commissioner of Public Works of
(Name) (Title)
the Municipality herein referenced. According to my knowledge and belief all items and amounts shown on the face of this application payment are correct, all work has been performed and/or materials supplied, the foregoing is a true and correct statement of the contract account up to and including the last day of the period covered by this application.
10/14/94 (Date) [Signature] (Signature)

SCHEDULE III CERTIFICATION BY NYSDEC ENGINEER/PROJECT MANAGER

I certify that I have checked this application for payment; that to the best of my knowledge and belief it is a true and correct statement of work performed and/or materials supplied by the contractor, and that the work has been performed and/or materials supplied in accordance with the contract requirements.
11/01/94 (Date) [Signature] (Signature)

SCHEDULE IV ENDORSED BY DEPARTMENT OF ENVIRONMENTAL CONSERVATION

EXAMINED AND APPROVED BY RESPONSIBLE DIVISION OR BUREAU APPROVED FOR PAYMENT BY DIVISION OF FISCAL MANAGEMENT
12/9/94 Edward J. Calefano DATE SIGNATURE DATE SIGNATURE

New York State Department Of Environmental Conservation
 Division of Hazardous Waste Remediation

Cost Control Report

Site Name SEACLIFF AVENUE INDUSTRIAL AREA
 Site Number 13000 ~~53~~ 53
 SAC Contract Number C300280
 Contractors Name NASSAU COUNTY
 Stage / Program Element

1-30-004 Photocircuits \$13,951.81
 1-30-053A Pass + Salmour \$13,951.81
 1-30-053B Pall Nord \$13,951.82

MAP Application No. (Payment No.) 3
 Work Period Ending 12/93
 Contractors Invoice No. _____
 % Contract Complete 100%

SUMMARY OF FISCAL INFORMATION
 SEA CLIFF AVENUE INDUSTRIAL AREA SITE

Expenditure Category	A		B		C		D		E		F	
	Eligible Costs Claimed This Application Incl: Resubmittals	Eligible Costs Approved For Payment on Previous Applications	Total Eligible Costs To Date (A+B)	Total Estimated Eligible Costs	Approved Budget	Estimated Under/Over (E-D)						
1. Direct Salary Costs	\$0.00	\$37,452.29	\$37,452.29	\$37,452.29	\$54,743.98	\$17,291.69						
2. Indirect Costs %												
3. Subtotal Direct Salary Costs & Indirect Costs	\$0.00	\$37,452.29	\$37,452.29	\$37,452.29	\$54,743.98	\$17,291.69						
4. Travel												
5. Other Non-Salary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$3,615.00	\$3,615.00						
6. Subtotal Direct Non-Salary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$3,615.00	\$3,615.00						
7. Subcontractors	\$0.00	\$4,403.15	\$4,403.15	\$4,403.15	\$59,300.00	\$54,896.85						
8. Total Contract Cost	\$0.00	\$41,855.44	\$41,855.44	\$41,855.44	\$117,658.98	\$75,803.54						
9. Fixed fee %	\$2,092.77	\$0.00	\$2,092.77	\$2,092.77	\$5,882.95	\$3,790.18						
10. Total Contract Price	\$2,092.77	\$41,855.44	\$43,948.21	\$43,948.21	\$117,658.98	\$79,598.72						

Project Manager retaining value

SAC Authorized Representative _____ Date _____ \$ 411,855.44 + 3 sites = \$ 13,951,8133

Cost Control Report

Site Name AUTOTRONIC PRODUCTS
 Site Number 130030
 SAC Contract Number C300280
 Contractors Name MASSAU COUNTY
 Stage / Program Element

MAP Application No. (Payment Hto.) 3
 Work Period Ending 12/93
 Contractors Invoice No. _____

% Contract Complete 100%

SUMMARY OF FISCAL INFORMATION
 AUTOTRONIC PRODUCTS SITE

Expenditure Category	A		B		C		D		E		F	
	Eligible Costs Claimed This Application Incl. Resubmittals	Eligible Costs Approved For Payment on Previous Applications	Total Eligible Costs To Date (A+B)	Total Eligible Costs	Approved Budget	Estimated Under/Over (E-D)						
1. Direct Salary Costs	\$0.00	\$112,762.04	\$112,762.04	\$112,762.04	\$114,867.29	\$2,105.25						
2. Indirect Costs %												
3. Subtotal Direct Salary Costs & Indirect Costs	\$0.00	\$112,762.04	\$112,762.04	\$112,762.04	\$114,867.29	\$2,105.25						
4. Travel												
5. Other Non-Salary Costs	\$0.00	\$565.00	\$565.00	\$565.00	\$300.00	(\$265.00)						
6. Subtotal Direct Non-Salary Costs	\$0.00	\$565.00	\$565.00	\$565.00	\$300.00	(\$265.00)						
7. Subcontractors	\$0.00	\$2,512.60	\$2,512.60	\$2,512.60	\$4,317.00	\$1,804.40						
8. Total Contract Cost	\$0.00	\$15,839.64	\$15,839.64	\$15,839.64	\$19,484.29	\$3,644.65						
9. Fixed Fee 5 %	\$791.98	\$0.00	\$791.98	\$791.98	\$974.22	\$182.24						
10. Total Contract Price	\$791.98	\$15,839.64	\$16,631.62	\$16,631.62	\$19,484.29	\$2,852.67						

Project Manager retaining release Date _____

SAC Authorized Representative _____ Date _____

Cost Control Report

Site Name FRANKLIN CLEANERS
 Site Number 130048 50
 SAC Contract Number C300280
 Contractors Name MASSAU COUNTY
 Stage / Program Element

MAP Application No. (Payment No.) 3
 Work Period Ending 12/93
 Contractors Invoice No. _____

% Contract Complete 100%

SUMMARY OF FISCAL INFORMATION
 FRANKLIN CLEANERS SITE

Expenditure Category	A		B		C		D		E		F	
	Eligible Costs Claimed This Application Incl. Resubmittals	Eligible Costs Approved For Payment on Previous Applications	Total Eligible Costs To Date (A+B)	Total Estimated Eligible Costs	Approved Budget	Estimated Under/Over (E-D)						
1. Direct Salary Costs	\$0.00	\$21,423.01	\$21,423.01	\$21,423.01	\$26,677.40	\$5,254.39						
2. Indirect Costs %												
3. Subtotal Direct Salary Costs & Indirect Costs	\$0.00	\$21,423.01	\$21,423.01	\$21,423.01	\$26,677.40	\$5,254.39						
4. Travel												
5. Other Non-Salary Costs	\$0.00	\$465.00	\$465.00	\$465.00	\$1,305.00	\$840.00						
6. Subtotal Direct Non-Salary Costs	\$0.00	\$465.00	\$465.00	\$465.00	\$1,305.00	\$840.00						
7. Subcontractors	\$0.00	\$7,403.40	\$7,403.40	\$7,403.40	\$17,475.00	\$10,071.60						
8. Total Contract Cost	\$0.00	\$29,291.41	\$29,291.41	\$29,291.41	\$45,457.40	\$16,165.99						
9. Retention Fixed-fee 5 %	\$1,464.57	\$0.00	\$1,464.57	\$1,464.57	\$2,272.87	\$808.30						
10. Total Contract Price	\$1,464.57	\$29,291.41	\$30,755.98	\$30,755.98	\$45,457.40	\$14,701.42						

Project Manager _____

retention release

Date _____

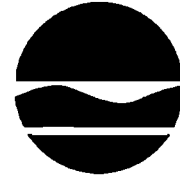
SAC Authorized Representative _____

Date _____

FILE

R. Marino

New York State Department of Environmental Conservation
50 Wolf Road, Albany, New York 12233 - 7010



Michael Zagata
Commissioner

JUN 26 1996

County of Nassau
County Clerk
County Office Building
240 Old Country Road
Mineola, New York 11501

Dear Sir/Madam:

The Department of Environmental Conservation (DEC) maintains a Registry of sites where hazardous waste disposal has occurred. Property located at 45 Sea Cliff Avenue in the City of Glen Cove and County of Nassau and designated as Tax Map Numbers Sec. 21, Block S, Lots 844, 895A, 895B, 896, 897, and 898 was recently added as a Class 2 in the Registry. The name and site I.D. number of this property as listed in the Registry is Pass and Seymour Site, Site #130053A.

The Classification Code 2 means that a significant threat to the public health or environment exists -- action required.

We are sending this letter to you and others who own property near the site listed above, as well as the county and town clerks. We are notifying you about these activities at this site because we believe it is important to keep you informed.

If you currently are renting or leasing your property to someone else, please share this information with them. If you no longer own the property to which this letter was sent, please provide this information to the new owner and provide this office with the name and address of the new owner so that we can correct our records.

The reason for this recent classification decision is as follows:

- Tetrachloroethene (PCE) was used in the company's production facility {4,500 gallons/year}, and was stored on the premises. It has also been found in the on-site soil, and in the groundwater {directly downgradient of their drum/tank storage area}, at concentrations well above its applicable standard. Its breakdown products have also been detected. No other upgradient source for this contamination has been uncovered. Hazardous waste disposal at this site has affected the underlying sole source aquifer, and is presenting a significant threat to the environment. In addition, PCE disposal at this facility, and at another company in the Sea Cliff Avenue Industrial Area that used PCE, has threatened the downgradient Carney Street Public Water Supply Wells, and may have contributed to the tetrachloroethene, trichloroethene and dichloroethene levels that in 1977 caused these wells to be no longer used as a source of potable water. Quarterly monitoring of municipal drinking water supplies ensure that water quality meets or exceeds all drinking water standards.

If you would like additional information about this site or the inactive hazardous waste site remedial program, call:

DEC's Inactive Hazardous Waste Site Toll-Free Information Number 1-800-342-9296 or
New York State Health Department's Health Liaison Program (HeLP) 1-800-458-1158, ext.
402.

Sincerely,



Robert L. Marino
Chief
Site Control Section
Bureau of Hazardous Site Control
Division of Hazardous Waste Remediation

bcc: R. Marino
J. Swartwout
J. Epstein, R/1
A. Sylvester
A. Carlson
L. Ennist

AS/srh



Michael Zagata
Commissioner

JUN 26 1996

City of Glen Cove
City Clerk
City Hall
Glen Cove, New York 11542

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402.

Sincerely,



Robert L. Marino
Chief
Site Control Section
Bureau of Hazardous Site Control
Division of Hazardous Waste Remediation

bcc: R. Marino
J. Swartwout
J. Epstein, R/1
A. Sylvester
A. Carlson
L. Ennist

AS/srh

FLOWER AND MEDALIE

ATTORNEYS AT LAW
24 E. MAIN STREET, SUITE 201
BAY SHORE, NY 11706

(516) 968-7600
FAX (516) 665-4293

EDWARD FLOWER
RANDOLPH M. MEDALIE
DONALD MARKOWITZ
ALAN WASSER
JEFFREY HERZBERG

June 5, 1996

Mr. Robert Marino
DEC - Division of Hazardous Waste Remediation
50 Wolf Road
Albany, NY 12233-7010

Pass to Seymour 130053A

Re: Enal Development Corp.
45 Sea Cliff Avenue, Glen Cove, New York
Our File No.: 19086-4

Dear Mr. Marino:


Per our conversation last week, this will confirm that my client, Enal Development Corp., no longer owns the property located at 45 Sea Cliff Avenue, Glen Cove, New York, In fact, at no time during my client's ownership of the property did my client ever occupy the premises or operate a business from that location; my client at all times being an absentee landlord.

In any event, the premises were conveyed by my client to a firm known as Alpha Forty Five LLC on April 30, 1996 and I have enclosed herein a copy of the Deed for your files.

If you have any questions or if I can provide you with any further assistance regarding this matter, please do not hesitate to call.

Very truly yours,

FLOWER & MEDALIE


Donald Markowitz

DM:el
Enc.

DEED

THIS INDENTURE made as of the 30th day of April, 1996 between Enal Development Corp. , having an address at One Executive Boulevard, Yonkers, New York, 10701, party of the first part and Alpha Forty Five LLC, party of the second part, having an address at 31 Sea Cliff Avenue, Glen Cove, New York 11542, party of the second part.

WITNESSETH, that the party of the first part, in consideration of the sum of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs, or successors and assigns of the party of the second part forever, all that certain plot, piece, or parcel of land and all buildings and improvements thereon erected, situate lying and being partly in the City of Glen Cove and partly in Glen Head, in the Town of Oyster Bay, County of Nassau and State of New York and bounded and described as set forth on Schedule A annexed hereto.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof;

TOGETHER with all appurtenances and all estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND, the party of the first part, in compliance with Section 13 of the Lien law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word party shall be construed as if it read "parties" whenever the sense of this indenture so requires.

The party of the second part acknowledges that it is taking subject to and assuming all obligations under the following documents:

a. Note made by Enal Development Corp. to NatWest Bank (f/k/a National Westminster Bank USA) in the principal amount of \$5,137,000.00 dated November 3, 1989, and a note made by Enal Development Corp. to NatWest Bank dated February 8, 1990 in the amount of \$300,000.00, as same was superseded by Superseding Mortgage Note in the principal amount of \$5,437,000.00, dated May 3, 1995, and which notes are being assigned by NatWest Vista LLC (successor to NatWest) to Photocircuits Corp. simultaneously herewith.

b. Mortgage dated November 3, 1989 in the principal amount of \$5,137,000 made by Enal Development Corp. to NatWest Bank recorded in Liber 13278 Mp 870 and Mortgage dated February 8, 1990 in the principal amount of \$300,000 recorded in Liber 13403 Mp 209, as same was consolidated by Consolidation and Modification and Agreement dated February 8, 1990 and recorded in Liber 13403, Page 230, which mortgages were further modified by that Restated Mortgage and Mortgage Consolidation, Modification and Extension Agreement and Assignment of Leases and Rents dated as of May 3, 1995, recorded in Liber 16941 Mp 843, which Agreements are being assigned by NatWest Vista LLC to Photocircuits Corp. simultaneously herewith.

The party of the second part hereby indemnifies and holds the party of the first part and Allan V. Rose, and their respective successors and assigns and/or heirs harmless from and against any claims, damages, losses, liabilities, costs and expenses, including attorney's fees arising out of the foregoing assumption and any matters arising under or relating to the loan documents.

Schedule "A"

All that certain plot, piece or parcel of land, situate, lying and being partly in the City of Glen Cove and partly at Glen head in the Town of Oyster Bay, County of Nassau and State of New York, being bounded and described as follows:

BEGINNING at a point on the southerly side of Sea Cliff Avenue, distant 399.00 feet easterly from the point where the southerly side of Sea Cliff Avenue is intersected by the easterly line of land of the Long Island Railroad;

Running thence along the southerly side of Sea Cliff Avenue south 87 degrees 07 minutes 00 seconds east 316.15 feet to land now or formerly of P.C. Acquisition Corp.;

thence along said last mentioned land the following two courses and distances:

1. South 37 degrees 51 minutes 40 seconds east 256.62 feet;
2. South 36 degrees 03 minutes 55 seconds East 153.88 feet to other land now or formerly of P.C. Acquisition Corp.;

thence along said last mentioned land the following four courses and distances:

1. South 58 degrees 19 minutes 27 seconds west 392.83 feet;
2. North 18 degrees 03 minutes 24 seconds west 3.15 feet;
3. South 71 degrees 56 minutes 36 seconds west 122.94 feet;
4. South 29 degrees 34 minutes 10 seconds east 180.72 feet to land now or formerly of Glen Head Country Club, Inc.;

thence along said last mentioned land the following three courses and distances:

1. South 75 degrees 39 minutes 30 seconds west 208.46 feet;
2. South 74 degrees 28 minutes 45 seconds west 116.56 feet;
3. South 81 degrees 07 minutes 40 seconds west 16.90 feet to land now or formerly of Keyco, Inc.;

thence along said last mentioned land north 10 degrees 48 minutes 56 seconds west 420.00 feet to land now or formerly of Sea Cliff Avenue Corp.;

thence along said last mentioned land and land now or formerly of Zoomar, Inc.; the following three courses and distances:

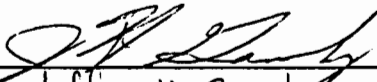
1. North 62 degrees 09 minutes 10 seconds east 86.01 feet;
2. North 57 degrees 01 minutes 30 seconds east 140.53 feet;
3. North 02 degrees 53 minutes 00 seconds east 298.07 feet to the southerly side of Sea Cliff Avenue, the point or place of BEGINNING.

Being the same premises conveyed to the party of the first part herein by deed recorded in liber 10030 cp 101.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed on the day and year first above written.

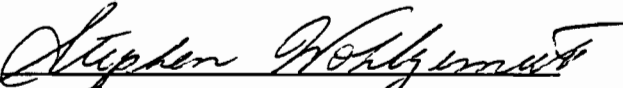
Enal Development Corp.

In Presence of: _____

By: 
Name: Jeffrey H. Gauberg
Title: Vice President

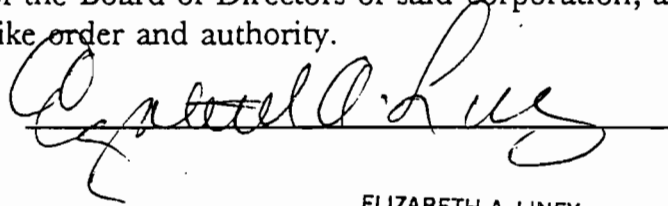
Alpha Forty Five LLC

In Presence of: _____

By: 
Name: STEPHEN WOHLGENUTH
U.P. MEMBER

STATE OF NEW YORK)
) SS.:
COUNTY OF WESTCHESTER)

On this 30 day of April, 1996 before me personally appeared Fletcher S. Migatz Burns to me known, who being by me first duly sworn did depose and say that he/she resides in Putnam County, NY, that he is the Vice Pres. of Enal Development Corp. the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the corporate seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order and authority.

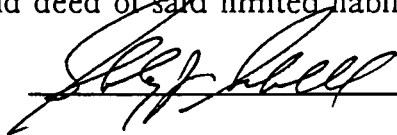


Return to:
Name: Fletcher Sibell Migatz Burns and Mulry
22 Bayview Avenue
Manhasset, NY 11030

ELIZABETH A. LINEY
NOTARY PUBLIC, State of New York
No. 4953920
Qualified in Westchester County
Term Expires 7-31-97

STATE OF NEW YORK)
)
) *Nassau*) SS.:
)
COUNTY OF ~~WESTCHESTER~~)

On the 30th day of APRIL, 1996 before me personally came STEPHEN WOHLGENUTH, to me known to be the individual who executed the foregoing instrument, and who being duly sworn by me, did depose and say that he is the VICE PRESIDENT + MANAGER of Alpha Forty Five LLC, a New York Limited Liability company, and that he has authority to sign the same, and acknowledged that he executed the same as the act and deed of said limited liability company.



STANLEY J. SIBELL
Notary Public, State of New York
No. 30-3653815
Qualified in Nassau County
Commission Expires March 30, 1997

New York State Department of Environmental Conservation
50 Wolf Road, Albany, New York 12233 - 7010

S. Ercolina
Jal



Michael Zagata
Commissioner

JUN - 5 1996

① Copy to J. Jones
② File - Create a new file

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Alpha Forty Five, L.L.C.
31 Sea Cliff Avenue
Glen Cove, New York 11542

Dear Sir/Madam:

As mandated by Section 27-1305 of the Environmental Conservation Law (ECL), copy enclosed, the New York State Department of Environmental Conservation (NYSDEC) must maintain a registry of all inactive disposal sites suspected or known to contain hazardous wastes. The ECL also mandates that this Department notify, by certified mail, the owner of all or any part of each site or area included in the Registry of Inactive Hazardous Waste Disposal Sites.

Our records indicate that you represent the owner or part owner of the site listed below. Therefore, this letter constitutes notification of the inclusion of such site in the Registry of Inactive Hazardous Waste Disposal Sites in New York State.

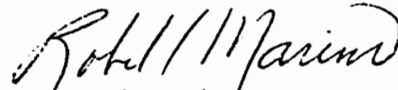
DEC Site No.: 130053A
Site Name: Pass and Seymour
Site Address: 45 Sea Cliff Avenue, Glen Cove, NY 11542
Site Classification: 2

Enclosed is a copy of the New York State Department of Environmental Conservation, Division of Hazardous Waste Remediation, Inactive Hazardous Waste Disposal Site Report form as it appears in the Registry and Annual Report, and an explanation of the site classifications. The Law allows the owner and/or operator of a site listed in the Registry to petition the Commissioner of the New York State Department of Environmental Conservation for deletion of such site, modification of site classification, or modification of any information regarding such site, by submitting a written statement setting forth the grounds of the petition. Such petition may be addressed to:

Mr. Michael D. Zagata
Commissioner
New York State Department of Environmental Conservation
50 Wolf Road
Albany, New York 12233-1010

For additional information, please contact me at (518) 457-0747.

Sincerely,



Robert L. Marino
Chief
Site Control Section
Bureau of Hazardous Site Control
Division of Hazardous Waste Remediation

Enclosures

bcc: w/o Enc.
E. Barcomb
R. Marino
J. Swartwout
A. Sylvester

w/Enc. (Copy of Site Report form only)
R. Dana
G. Anders Carlson, NYSDOH
L. Concra
L. Riley, R/1
A. Shah, R/1
S. Ervolina

AS/srh

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

5/29/96

CLASSIFICATION CODE: 2 REGION: 1 SITE CODE: 130053A
EPA ID:

NAME OF SITE : Pass and Seymour
STREET ADDRESS: 45 Sea Cliff Avenue
TOWN/CITY: COUNTY: ZIP:
Glen Cove Nassau 11542

SITE TYPE: Open Dump- Structure-X Lagoon- Landfill- Treatment Pond-
ESTIMATED SIZE: 7.96 Acres

SITE OWNER/OPERATOR INFORMATION:

CURRENT OWNER NAME....: Alpha Forty Five, L.L.C.
CURRENT OWNER ADDRESS.: 31 Sea Cliff Ave., Glen Cove, NY
OWNER(S) DURING USE...: Slater Electric / Enal Development Corp.
OPERATOR DURING USE...: Slater Develop. Corp./Pass & Semour
OPERATOR ADDRESS.....: 45 Sea Cliff Ave., Glen Cove, NY
PERIOD ASSOCIATED WITH HAZARDOUS WASTE: From 1959 To present

SITE DESCRIPTION:

The Pass and Seymour property is located in the Sea Cliff Ave. Industrial Area. It was constructed in 1959 and used as an industrial facility by Slater Electric. Additions to the building were made in 1981. During 1988, Pass and Seymour, Legrande began operations at the premises, which is currently owned by Enal Development Corp. Pass and Seymour produces electric components using an injection molding process. There are indoor and outdoor drum storage areas. The manufacturing process includes a degreasing operation which uses tetrachloroethylene (PCE) as the solvent. The solvent is stored in two tanks located outside of the building.

The Preliminary Site Assessment (PSA), completed in 1994, utilized existing data from previous investigations. The PSA showed that PCE was found in the soil beneath the site, indicating past disposal of this compound on the property. PCE was also found in the groundwater under the site, at concentrations well above its NYS Class GA standard. This contamination is evidently originating at the Sea Cliff Ave. property, and because of the levels found, it is presenting a significant threat to the environment. Specifically, in 1977, the Carney Street Public Supply Wells were no longer able to be used as a source of potable water. Contamination from this site probably contributed to the levels of volatile organic compounds (VOCs) which caused the restricted usage of the wells.

HAZARDOUS WASTE DISPOSED:

TYPE	QUANTITY (units)
----- tetrachloroethylene (PCE) { F001 Waste}	----- unknown

SITE CODE: 130053A

ANALYTICAL DATA AVAILABLE:

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

CONTRAVENTION OF STANDARDS:

Groundwater-X Drinking Water- Surface Water- Air-

LEGAL ACTION:

TYPE...: State- Federal-
STATUS: Negotiation in Progress- Order Signed-

REMEDIAL ACTION:

Proposed- Under design- In Progress- Completed-
NATURE OF ACTION:

GEOTECHNICAL INFORMATION:

SOIL TYPE: sand and gravel
GROUNDWATER DEPTH: 8 ft.

ASSESSMENT OF ENVIRONMENTAL PROBLEMS:

Hazardous waste mismanagement, spillage or disposal has caused contamination of the groundwater.

ASSESSMENT OF HEALTH PROBLEMS:



STATE OF NEW YORK
DEPARTMENT OF HEALTH

*- Hayden
- 10/1*

Office of Public Health

11 University Place

Albany, New York 12203-3399

Barbara A. DeBuono, M.D., M.P.H.
Commissioner

Karen Schimke
Executive Deputy Commissioner

April 3, 1996

Mr. Earl Barcomb, P.E., Director
Bureau of Hazardous Site Control
NYS Department of Environmental Conservation
50 Wolf Road
Albany, NY 12233

RE: Site Investigation Information
Pass and Seymour
Site #130053A
Oyster Bay, Nassau County

Dear Mr. Barcomb:

My staff have reviewed the classification documents for the proposed listing of Pass and Seymour as a Class 2 site. We have also reviewed the March 1994 Draft Preliminary Site Assessment for the Sea Cliff Industrial Area of which this site is a part. Based on that review, I concur with the recommendation to classify the Pass and Seymour site Class 2 because there is documented on-site disposal of hazardous waste; groundwater and soil are contaminated, and the site threatens the sole-source aquifer.

If you have any questions, please call Mr. Steven Bates of my staff at 458-6305.

Sincerely,

G. Anders Carlson, Ph.D.
Director
Bureau of Environmental Exposure
Investigation

1mw/96088PRO0287

cc: Dr. N. Kim
Mr. S. Bates/Mr. G. Laccetti/Ms. K. Evans
Mr. T. Mulvihill - NCHD
Mr. M. Alarcon - NCHD
Mr. R. Marino - DEC
Mr. A. Shah - DEC, Region 1

ERM-Northeast

175 Froehlich Farm Blvd.
Woodbury, NY 11797
(516) 921-4300
(516) 921-5637 (Fax)

March 19, 1996

Mr. John Swartout, P.E.
Chief Eastern Investigation Section
Bureau of Hazardous Site Control
NYSDEC
50 Wolf Road
Albany, N.Y. 12233-7010



Re: Submittal of Site Investigation Report
Pass and Seymour (Slater) Site
Sea Cliff Ave. Industrial Area, ID# 130053

Dear John,

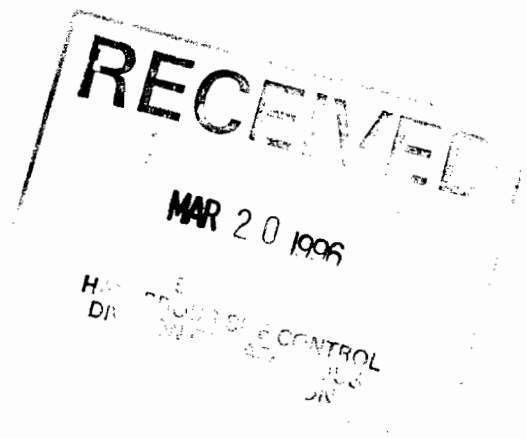
On behalf of Pass and Seymour, Slater, and ENAL, ERM-Northeast submits two copies of the subject report. Upon review of this report, which is based upon data presented in reports prepared by NYSDEC, Nassau County Department of Health, and various Consultants, ERM has concluded and recommends that the subject property not be listed on the NYSDEC's registry of inactive hazardous waste sites. Should you have any questions, my clients (Pass and Seymour, Slater Development Group, and ENAL Corporation) and I are willing to meet with you in Albany.

As per your request, I have also forward one copy of the subject report to the following individuals:

Mr. G. Anders Carlson
Director of Bureau of Environmental Exposure
NYS Department of Health
2 University Place - Room 205
Albany, NY 12203-3313

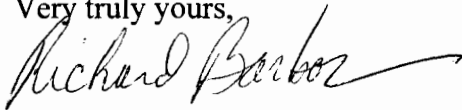
and

Mr. A. J. Shah
Regional Hazardous Waste Engineer
NYSDEC Region 1
SUNY Campus Stony Brook
Loop Road - Bldg. 40
Stony Brook, NY 11790-2356



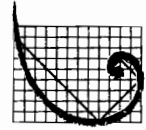
As always, should you have any questions please feel free to contact me.

Very truly yours,



Richard Barbour
Senior Associate

cc: G. Anders Carlson
A.J. Shah
R. Leland, Esq.
D. Simmons, Esq.
D. Markowitz, Esq.



ERM

11/01/96

~~John Hayden~~

Can we rebut J. Conners &
C. LaFollette's arguments re'
Passing the court Fall Cop. - Should we
defer them on Ramco Wiping Cloth
until the court order is signed?
Should we have a conference call?
Wayne

18 (12-75)



State Department of Environmental Conservation

MEMORANDUM

fact 3/17/94 jac

TO: Hayden [unclear] [unclear]
FROM: John [unclear] *John Conner*
SUBJECT: PSA [unclear] Industrial Area #1-30-053
Date: [unclear] 1994
DATE: March [unclear] 1994

Review Comments

Page 4

Photocirc [unclear] recommended as a class 2 site. I agree.

Page 5

Pass & Se [unclear] recommended as a class 2 site. I disagree. No documented [unclear] of hazardous waste, MW 1S (with perc) is upgradient [unclear] - do a soil gas survey). Test storm drains and cesspools.

object to 2/25/94 JB

Page 6

Pall Corp. [unclear] recommended as a class 1. I disagree - no documented disposal of hazardous waste. (Try P - do a soil gas survey). Test storm drains and cesspools.

Page 7

August The [unclear] recommended as a class 2. I disagree - No documented [unclear] of hazardous waste. (P?) Test storm drains and cesspools.

Page 23

Was the survey [unclear] done by a licensed surveyor?

Page 25

Table 1 Groundwater elevation of 6/11/93 - 6/16/93. Why did it take five [unclear] to record these levels? Was there rain on any of these days? [unclear] are the boring logs for these wells? (This part of [unclear] can have clay lenses. If we could review the boring logs [unclear] could determine if any of the wells were screened in perched [unclear].

Page 45

Gamma butyl [unclear] should be tested for in future groundwater samples.


Page 1 of 2

New York State Department of Environmental Conservation
Building 40 - SUNY, Stony Brook, New York 11790-2356
Division of Hazardous Waste Remediation
Telephone: (516) 444-0240
Facsimile: (516) 444-0373



Michael D. Zagata
Commissioner

MEMORANDUM

To: Ajay Shah, P.E.
From: Chris LaFemina 
Re: Listing Packages for Pall Corporation and Pass and Seymour,
Sea Cliff Avenue Industrial Area, Glen Cove, NY

Date: August 31, 1995

Pall Corporation

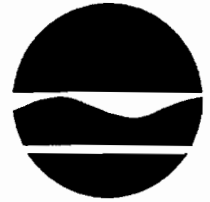
In a listing package prepared by Hayden Brewster, it is proposed to classify Pall Corporation as a "class 2" site. I emphatically disagree with this proposal. Hayden bases his recommendation on data presented in the March, 1994 Preliminary Site Assessment Report for the Sea Cliff Avenue Industrial Area. According to this report, groundwater downgradient from the Pall facility is contaminated by VOC's. Upgradient groundwater quality, however, has not been determined. There is no documented disposal of hazardous waste at this site. Soil samples revealed low levels of contamination by VOC's (below TAGM 94-4046 guidelines). I recommend that Pall Corporation should be a "P" site. Leaching pools, catch basins and soil in vicinity of underground storage tanks should be tested.

Pass and Seymour

In a listing package prepared by Hayden Brewster, it is proposed to classify Pass and Seymour as a "class 2" site. Again, I emphatically disagree with this proposal. According to the 1994 PSA Report for the Sea Cliff Avenue Industrial Area, groundwater beneath this site is contaminated by VOC's. The source of this contamination has not been identified and may be upgradient of the Pass and Seymour site. There is no documented disposal of hazardous waste at this site. Only very low levels of VOC's have been identified in on site soils. I recommend that Pass and Seymour should be a "P" site. Leaching pools, catch basins, and soil around underground storage tanks should be tested. Documented disposal of hazardous waste has not been confirmed.

Furthermore, John Conover reviewed the PSA Report for the Sea Cliff Avenue Industrial Area and, on March 14, 1994, prepared appropriate comments in a memo to Hayden Brewster (attached). At

New York State Department of Environmental Conservation
50 Wolf Road, Albany, New York 12233 - 7010



Michael D. Zagata
Commissioner

JAN 10 1996

Mr. Richard Barbour
ERM - Northeast
175 Froehlich Farm Blvd.
Woodbury, NY 11797

Dear Mr. Barbour:

Re: Pass and Seymour (Slater) Site
Sea Cliff Ave. Industrial Area, ID #130053 A

This is in response to your January 9, 1996 letter. Based on the analytical data you have provided regarding the soil which has been excavated at this site, this soil may be disposed of as non-hazardous material.

n

Please call me at (518) 457-0639 should you have any questions.

Sincerely,

John B. Swartwout, P.E.
Chief
Eastern Investigation Section
Bureau of Hazardous Site Control
Division of Hazardous Waste Remediation

bcc: A. Shah
J. Swartwout
H. Brewster
file

JS/ma

9 January, 1996

Mr. John Swartwout
NYSDEC
50 Wolf Road
Albany, NY



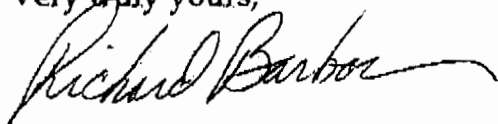
Re: Telcon
Request for letter classifying soil as non-hazardous

Dear John:

Enclosed is a copy of our telephone conversation record which took place earlier today. In order to dispose of the soil as non-hazardous, I need a letter from NYSDEC classifying the soil as non-hazardous. I have provided a copy of the analytical data for your files demonstrating that the soil is non-hazardous. I would appreciate it if you could forward a letter to me as soon as possible so I can remove and dispose the soil.

Thank you for your cooperation.

Very truly yours,



Richard Barbour
Senior Associate

Enc.



ERM-Northeast

175 Froehlich Farm Blvd.
Woodbury, NY 11797
(516) 921-4300
(516) 921-5679 (Fax)

TELEPHONE CONVERSATION RECORD

To: John Swartwout (NYSDEC)/Slater Working Group

Date: January 9, 1996

Time: 1:20 PM

Person Called: John Swartwout, NYSDEC, Albany
(518) 457-0639

Called By: Richard Barbour, ERM-Northeast

Subject: Update of Sea Cliff Avenue Site
Disposal of Soils as Non-Hazardous



Summary

R. Barbour provided an update to Mr. Swartwout on recent activities associated with the Sea Cliff Avenue Site. Mr. Barbour informed Mr. Swartwout of the following:

1. The excavation has been completed and the hole has been backfilled.
2. ERM hopes to asphalt the hole by the end of this week, weather depending.
3. Post excavation sampling of the side walls (one sample per wall, total 4 samples) and bottom (one sample) were analyzed for total VOC's using EPA 8260 method. Results were found to be below detection limits for all samples and all parameters. A trip blank was also tested and results were found to be below detection limits.
4. The soil excavated was analyzed for RCRA metals, total VOC's (TCL Purgeable Organics) and TCLP Volatiles. The results were found to be below detection limits for all VOC parameters (total and TCLP analysis) and below any action/hazardous levels for RCRA metals.



5. Mr. Barbour stated that there is no knowledge of how any historical soil contamination occurred or its source. Mr. Barbour stated that all recent analytical data demonstrates that the soil is non-hazardous and as such should be disposed of as "non-hazardous". Mr. Swartwout agreed with Mr. Barbour that the soil should be classified as non-hazardous based on the results of the analytical data. Mr. Barbour stated that it is the Slater Working Group's intention to disposed of the soil as non-hazardous. Mr. Swartwout stated that it was all right to dispose of the soil as non-hazardous.



file: 130053A

ERM-Northeast

175 Froehlich Farm Blvd.
Woodbury, NY 11797
(516) 921-4300
(516) 921-5637 (Fax)

9 January, 1996

JAN 12 1996

Mr. John Swartwout
NYSDEC
50 Wolf Road
Albany, NY



Re: Telcon
Request for letter classifying soil as non-hazardous

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Very truly yours,

Richard Barbour
Senior Associate

Enc.



TELEPHONE CONVERSATION RECORD

To: John Swartwout (NYSDEC)/Slater Working Group

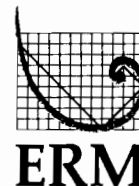
Date: January 9, 1996

Time: 1:20 PM

Person Called: John Swartwout, NYSDEC, Albany
(518) 457-0639

Called By: Richard Barbour, ERM-Northeast

Subject: Update of Sea Cliff Avenue Site
Disposal of Soils as Non-Hazardous



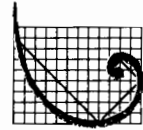
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ERM

END POINT (EP) AND TRIP BLANK ANALYSIS

H2M LABS, INC.

575 Broad Hollow Road, Melville, N.Y. 11747
(516)694-3040 FAX:(516)420-8436 NYSDOH ID# 10478

LAB NO: 9533145

ENVIRONMENTAL RESOURCES MGMT.
CHRIS WENCZEL
175 FROELICH FARM BLVD.
WOODBURY, NY 11797

TYPE..... SOIL
SPECIAL
METHOD.... GRAB

DATE COLLECTED. 11/28/95
DATE RECEIVED.. 11/28/95
COLLECTED BY... CL99

POINT NO:
LOCATION: EP-1

REMARKS: SLATER GROUP
SEA CLIFF AVE. SITE

TCL PURGEABLE ORGANICS - (ug/kg)

<u>PARAMETER (S)</u>	<u>RESULT</u>	<u>PARAMETER (S)</u>	<u>RESULT</u>
CHLOROMETHANE	<10		
BROMOMETHANE	<10		
VINYL CHLORIDE	<10		
CHLOROETHANE	<10		
METHYLENE CHLORIDE	<10		
1,1-DICHLOROETHENE	<10		
1,1-DICHLOROETHANE	<10		
TOTAL-1,2-DICHLOROETHENE	<10		
CHLOROFORM	<10		
1,2-DICHLOROETHANE	<10		
1,1,1-TRICHLOROETHANE	<10		
CARBON TETRACHLORIDE	<10		
BROMODICHLOROMETHANE	<10		
1,2-DICHLOROPROPANE	<10		
TRANS-1,3-DICHLOROPROPENE	<10		
TRICHLOROETHENE	<10		
DIBROMOCHLOROMETHANE	<10		
1,1,2-TRICHLOROETHANE	<10		
CIS-1,3-DICHLOROPROPENE	<10		
BENZENE	<10		
BROMOFORM	<10		
1,1,2,2-TETRACHLOROETHANE	<10		
TETRACHLOROETHENE	<10		
TOLUENE	<10		
CHLOROBENZENE	<10		
ETHYLBENZENE	<10		
XYLENES (TOTAL)	<10		
ACETONE	<10		
2-BUTANONE (MEK)	<10		
4-METHYL-2PENTANONE(MIBK)	<10		
CARBON DISULFIDE	<10		
2-HEXANONE	<10		
STYRENE	<10		

COPIES TO:

DATE ISSUED 11/29/95

DATE RUN..... 11/28/95
DATE REPORTED.. 11/29/95

ORIGINAL


LABORATORY DIRECTOR

H2M LABS, INC.

575 Broad Hollow Road, Melville, N.Y. 11747
(516)694-3040 FAX:(516)420-8436 NYSDOH ID# 10478

LAB NO: 9533145

ENVIRONMENTAL RESOURCES MGMT.
CHRIS WENCZEL
175 FROELICH FARM BLVD.
WOODBURY, NY 11797

TYPE..... SOIL
SPECIAL
METHOD.... GRAB

DATE COLLECTED. 11/28/95
DATE RECEIVED.. 11/28/95
COLLECTED BY... CL99

POINT NO:
LOCATION: EP-1

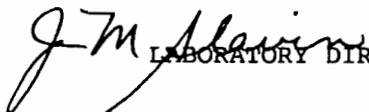
REMARKS: SLATER GROUP
SEA CLIFF AVE. SITE

<u>PARAMETER (S)</u>	<u>RESULTS</u>	<u>UNITS</u>
TOTAL SOLIDS	97.5	%

COPIES TO:

DATE ISSUED 11/29/95

ORIGINAL


LABORATORY DIRECTOR

H2M LABS, INC.

575 Broad Hollow Road, Melville, N.Y. 11747
(516)694-3040 FAX:(516)420-8436 NYSDOH ID# 10478

LAB NO: 9533146

ENVIRONMENTAL RESOURCES MGMT.
CHRIS WENCZEL
175 FROELICH FARM BLVD.
WOODBURY, NY 11797

TYPE..... SOIL
SPECIAL
METHOD.... GRAB

DATE COLLECTED. 11/28/95
DATE RECEIVED.. 11/28/95
COLLECTED BY... CL99

POINT NO:
LOCATION: EP-2

REMARKS: SLATER GROUP
SEA CLIFF AVE. SITE

TCL PURGEABLE ORGANICS - (ug/kg)

<u>PARAMETER (S)</u>	<u>RESULT</u>	<u>PARAMETER (S)</u>	<u>RESULT</u>
CHLOROMETHANE	<10		
BROMOMETHANE	<10		
VINYL CHLORIDE	<10		
CHLOROETHANE	<10		
METHYLENE CHLORIDE	<10		
1,1-DICHLOROETHENE	<10		
1,1-DICHLOROETHANE	<10		
TOTAL-1,2-DICHLOROETHENE	<10		
CHLOROFORM	<10		
1,2-DICHLOROETHANE	<10		
1,1,1-TRICHLOROETHANE	<10		
CARBON TETRACHLORIDE	<10		
BROMODICHLOROMETHANE	<10		
1,2-DICHLOROPROPANE	<10		
TRANS-1,3-DICHLOROPROPENE	<10		
TRICHLOROETHENE	<10		
DIBROMOCHLOROMETHANE	<10		
1,1,2-TRICHLOROETHANE	<10		
CIS-1,3-DICHLOROPROPENE	<10		
BENZENE	<10		
BROMOFORM	<10		
1,1,2,2-TETRACHLOROETHANE	<10		
TETRACHLOROETHENE	<10		
TOLUENE	<10		
CHLOROBENZENE	<10		
ETHYLBENZENE	<10		
XYLENES (TOTAL)	<10		
ACETONE	<10		
2-BUTANONE (MEK)	<10		
4-METHYL-2PENTANONE(MIBK)	<10		
CARBON DISULFIDE	<10		
2-HEXANONE	<10		
STYRENE	<10		

COPIES TO:

DATE ISSUED 11/29/95

DATE RUN..... 11/28/95
DATE REPORTED.. 11/29/95

ORIGINAL


LABORATORY DIRECTOR

H2M LABS, INC.

575 Broad Hollow Road, Melville, N.Y. 11747
(516)694-3040 FAX:(516)420-8436 NYSDOH ID# 10478

LAB NO: 9533146

ENVIRONMENTAL RESOURCES MGMT.
CHRIS WENCZEL
175 FROELICH FARM BLVD.
WOODBURY, NY 11797

TYPE..... SOIL
SPECIAL
METHOD.... GRAB

DATE COLLECTED. 11/28/95
DATE RECEIVED.. 11/28/95
COLLECTED BY... CL99

POINT NO:
LOCATION: EP-2

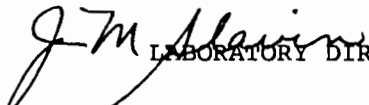
REMARKS: SLATER GROUP
SEA CLIFF AVE. SITE

<u>PARAMETER (S)</u>	<u>RESULTS</u>	<u>UNITS</u>
TOTAL SOLIDS	99.6	%

COPIES TO:

DATE ISSUED 11/29/95

ORIGINAL


LABORATORY DIRECTOR

ENVIRONMENTAL RESOURCES MGMT.
CHRIS WENCZEL
175 FROELICH FARM BLVD.
WOODBURY, NY 11797

TYPE..... SOIL
SPECIAL
METHOD.... GRAB

DATE COLLECTED. 11/28/95
DATE RECEIVED.. 11/28/95
COLLECTED BY... CL99

POINT NO:
LOCATION: EP-3

REMARKS: SLATER GROUP
SEA CLIFF AVE. SITE

TCL PURGEABLE ORGANICS - (ug/kg)


<u>PARAMETER (S)</u>	<u>RESULT</u>	<u>PARAMETER (S)</u>	<u>RESULT</u>
CHLOROMETHANE	<10		
BROMOMETHANE	<10		
VINYL CHLORIDE	<10		
CHLOROETHANE	<10		
METHYLENE CHLORIDE	<10		
1,1-DICHLOROETHENE	<10		
1,1-DICHLOROETHANE	<10		
TOTAL-1,2-DICHLOROETHENE	<10		
CHLOROFORM	<10		
1,2-DICHLOROETHANE	<10		
1,1,1-TRICHLOROETHANE	<10		
CARBON TETRACHLORIDE	<10		
BROMODICHLOROMETHANE	<10		
1,2-DICHLOROPROPANE	<10		
TRANS-1,3-DICHLOROPROPENE	<10		
TRICHLOROETHENE	<10		
DIBROMOCHLOROMETHANE	<10		
1,1,2-TRICHLOROETHANE	<10		
CIS-1,3-DICHLOROPROPENE	<10		
BENZENE	<10		
BROMOFORM	<10		
1,1,2,2-TETRACHLOROETHANE	<10		
TETRACHLOROETHENE	<10		
TOLUENE	<10		
CHLOROBENZENE	<10		
ETHYLBENZENE	<10		
XYLENES (TOTAL)	<10		
ACETONE	<10		
2-BUTANONE (MEK)	<10		
4-METHYL-2PENTANONE(MIBK)	<10		
CARBON DISULFIDE	<10		
2-HEXANONE	<10		
STYRENE	<10		

COPIES TO:

DATE ISSUED 11/29/95

DATE RUN..... 11/28/95
DATE REPORTED.. 11/29/95

ORIGINAL


LABORATORY DIRECTOR

H2M LABS, INC.

575 Broad Hollow Road, Melville, N.Y. 11747
(516)694-3040 FAX:(516)420-8436 NYSDOH ID# 10478

LAB NO: 9533147

ENVIRONMENTAL RESOURCES MGMT.
CHRIS WENCZEL
175 FROELICH FARM BLVD.
WOODBURY, NY 11797

TYPE..... SOIL
SPECIAL
METHOD.... GRAB

DATE COLLECTED. 11/28/95
DATE RECEIVED.. 11/28/95
COLLECTED BY... CL99

POINT NO:
LOCATION: EP-3

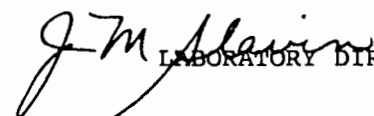
REMARKS: SLATER GROUP
SEA CLIFF AVE. SITE

<u>PARAMETER (S)</u>	<u>RESULTS</u>	<u>UNITS</u>
TOTAL SOLIDS	97.9	%

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ORIGINAL


LABORATORY DIRECTOR

H2M LABS, INC.

575 Broad Hollow Road, Melville, N.Y. 11747
(516)694-3040 FAX:(516)420-8436 NYSDOH ID# 10478

LAB NO: 9533148

ENVIRONMENTAL RESOURCES MGMT.
CHRIS WENCZEL
175 FROELICH FARM BLVD.
WOODBURY, NY 11797

TYPE..... SOIL
SPECIAL
METHOD.... GRAB

DATE COLLECTED. 11/28/95
DATE RECEIVED.. 11/28/95
COLLECTED BY... CL99

POINT NO:
LOCATION: EP-4

REMARKS: SLATER GROUP
SEA CLIFF AVE. SITE

TCL PURGEABLE ORGANICS - (ug/kg)

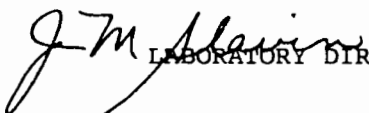
<u>PARAMETER (S)</u>	<u>RESULT</u>	<u>PARAMETER (S)</u>	<u>RESULT</u>
CHLOROMETHANE	<10		
BROMOMETHANE	<10		
VINYL CHLORIDE	<10		
CHLOROETHANE	<10		
METHYLENE CHLORIDE	<10		
1,1-DICHLOROETHENE	<10		
1,1-DICHLOROETHANE	<10		
TOTAL-1,2-DICHLOROETHENE	<10		
CHLOROFORM	<10		
1,2-DICHLOROETHANE	<10		
1,1,1-TRICHLOROETHANE	<10		
CARBON TETRACHLORIDE	<10		
BROMODICHLOROMETHANE	<10		
1,2-DICHLOROPROPANE	<10		
TRANS-1,3-DICHLOROPROPENE	<10		
TRICHLOROETHENE	<10		
DIBROMOCHLOROMETHANE	<10		
1,1,2-TRICHLOROETHANE	<10		
CIS-1,3-DICHLOROPROPENE	<10		
BENZENE	<10		
BROMOFORM	<10		
1,1,2,2-TETRACHLOROETHANE	<10		
TETRACHLOROETHENE	<10		
TOLUENE	<10		
CHLOROBENZENE	<10		
ETHYLBENZENE	<10		
XYLENES (TOTAL)	<10		
ACETONE	<10		
2-BUTANONE (MEK)	<10		
4-METHYL-2PENTANONE(MIBK)	<10		
CARBON DISULFIDE	<10		
2-HEXANONE	<10		
STYRENE	<10		

COPIES TO:

DATE ISSUED 11/29/95

DATE RUN..... 11/28/95
DATE REPORTED.. 11/29/95

ORIGINAL


LABORATORY DIRECTOR

H2M LABS, INC.

575 Broad Hollow Road, Melville, N.Y. 11747
(516)694-3040 FAX:(516)420-8436 NYSDOH ID# 10478

LAB NO: 9533148

ENVIRONMENTAL RESOURCES MGMT.
CHRIS WENCZEL
175 FROELICH FARM BLVD.
WOODBURY, NY 11797

TYPE..... SOIL
SPECIAL
METHOD.... GRAB

DATE COLLECTED. 11/28/95
DATE RECEIVED.. 11/28/95
COLLECTED BY... CL99

POINT NO:
LOCATION: EP-4

REMARKS: SLATER GROUP
SEA CLIFF AVE. SITE

<u>PARAMETER (S)</u>	<u>RESULTS</u>	<u>UNITS</u>
TOTAL SOLIDS	98.6	%

COPIES TO:

DATE ISSUED 11/29/95

ORIGINAL


LABORATORY DIRECTOR

ENVIRONMENTAL RESOURCES MGMT.
CHRIS WENCZEL
175 FROELICH FARM BLVD.
WOODBURY, NY 11797TYPE..... SOIL
SPECIAL
METHOD.... GRABDATE COLLECTED. 11/28/95
DATE RECEIVED.. 11/28/95
COLLECTED BY... CL99POINT NO:
LOCATION: EP-5REMARKS: SLATER GROUP
SEA CLIFF AVE. SITE

TCL PURGEABLE ORGANICS - (ug/kg)

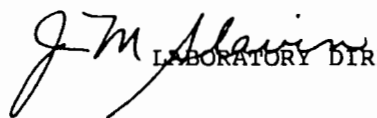
<u>PARAMETER (S)</u>	<u>RESULT</u>	<u>PARAMETER (S)</u>	<u>RESULT</u>
CHLOROMETHANE	<10		
BROMOMETHANE	<10		
VINYL CHLORIDE	<10		
CHLOROETHANE	<10		
METHYLENE CHLORIDE	<10		
1,1-DICHLOROETHENE	<10		
1,1-DICHLOROETHANE	<10		
TOTAL-1,2-DICHLOROETHENE	<10		
CHLOROFORM	<10		
1,2-DICHLOROETHANE	<10		
1,1,1-TRICHLOROETHANE	<10		
CARBON TETRACHLORIDE	<10		
BROMODICHLOROMETHANE	<10		
1,2-DICHLOROPROPANE	<10		
TRANS-1,3-DICHLOROPROPENE	<10		
TRICHLOROETHENE	<10		
DIBROMOCHLOROMETHANE	<10		
1,1,2-TRICHLOROETHANE	<10		
CIS-1,3-DICHLOROPROPENE	<10		
BENZENE	<10		
BROMOFORM	<10		
1,1,2,2-TETRACHLOROETHANE	<10		
TETRACHLOROETHENE	<10		
TOLUENE	<10		
CHLOROBENZENE	<10		
ETHYLBENZENE	<10		
XYLENES (TOTAL)	<10		
ACETONE	<10		
2-BUTANONE (MEK)	<10		
4-METHYL-2PENTANONE(MIBK)	<10		
CARBON DISULFIDE	<10		
2-HEXANONE	<10		
STYRENE	<10		

COPIES TO:

DATE ISSUED 11/29/95

DATE RUN..... 11/28/95
DATE REPORTED.. 11/29/95

ORIGINAL


LABORATORY DIRECTOR

H2M LABS, INC.

575 Broad Hollow Road, Melville, N.Y. 11747
(516)694-3040 FAX:(516)420-8436 NYSDOH ID# 10478

LAB NO: 9533149

ENVIRONMENTAL RESOURCES MGMT.
CHRIS WENCZEL
175 FROELICH FARM BLVD.
WOODBURY, NY 11797

TYPE..... SOIL
SPECIAL
METHOD.... GRAB

DATE COLLECTED. 11/28/95
DATE RECEIVED.. 11/28/95
COLLECTED BY... CL99

POINT NO:
LOCATION: EP-5

REMARKS: SLATER GROUP
SEA CLIFF AVE. SITE

<u>PARAMETER (S)</u>	<u>RESULTS</u>	<u>UNITS</u>
TOTAL SOLIDS	98.6	%

COPIES TO:

DATE ISSUED 11/29/95

ORIGINAL


LABORATORY DIRECTOR

ENVIRONMENTAL RESOURCES MGMT.
CHRIS WENCZEL
175 FROELICH FARM BLVD.
WOODBURY, NY 11797

TYPE..... BLANK
ROUTINE

DATE COLLECTED. 11/27/95
DATE RECEIVED.. 11/28/95
COLLECTED BY... CL99

POINT NO:
LOCATION: TRIP BLANK

REMARKS: SLATER GROUP
SEA CLIFF AVE. SITE
METHOD 8260

TCL PURGEABLE ORGANICS - (ug/l)

<u>PARAMETER (S)</u>	<u>RESULT</u>	<u>PARAMETER (S)</u>	<u>RESULT</u>
CHLOROMETHANE	<10		
BROMOMETHANE	<10		
VINYL CHLORIDE	<10		
CHLOROETHANE	<10		
METHYLENE CHLORIDE	<10		
1,1-DICHLOROETHENE	<10		
1,1-DICHLOROETHANE	<10		
TOTAL-1,2-DICHLOROETHENE	<10		
CHLOROFORM	<10		
1,2-DICHLOROETHANE	<10		
1,1,1-TRICHLOROETHANE	<10		
CARBON TETRACHLORIDE	<10		
BROMODICHLOROMETHANE	<10		
1,2-DICHLOROPROPANE	<10		
TRANS-1,3-DICHLOROPROPENE	<10		
TRICHLOROETHENE	<10		
DIBROMOCHLOROMETHANE	<10		
1,1,2-TRICHLOROETHANE	<10		
CIS-1,3-DICHLOROPROPENE	<10		
BENZENE	<10		
BROMOFORM	<10		
1,1,2,2-TETRACHLOROETHANE	<10		
TETRACHLOROETHENE	<10		
TOLUENE	<10		
CHLOROBENZENE	<10		
ETHYLBENZENE	<10		
XYLENES (TOTAL)	<10		
ACETONE	<10		
2-BUTANONE (MEK)	<10		
4-METHYL-2PENTANONE(MIBK)	<10		
CARBON DISULFIDE	<10		
2-HEXANONE	<10		
STYRENE	<10		

COPIES TO:

DATE ISSUED 11/30/95

DATE RUN..... 11/29/95
DATE REPORTED.. 11/30/95

ORIGINAL


LABORATORY DIRECTOR

WASTE PILE ANALYSIS

ENVIRONMENTAL RESOURCES MGMT.
RICH BARBOUR
175 FROELICH FARM BLVD.
WOODBURY, NY 11797

TYPE..... SOIL
SPECIAL
METHOD.... GRAB

DATE COLLECTED. 12/05/95
TIME COLLECTED. 0840 HRS.
DATE RECEIVED.. 12/05/95
COLLECTED BY... CL99

POINT NO:
LOCATION: DISPOSAL SAMPLE

REMARKS: SLATER GROUP-SEA CLIFF AVE SITE
TCLP PREP.

TCLP VOLATILES - (ug/l)

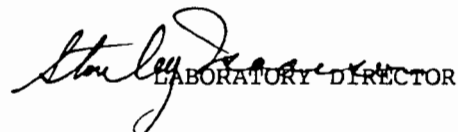
<u>PARAMETER (S)</u>	<u>RESULT</u>	<u>PARAMETER (S)</u>	<u>RESULT</u>
VINYL CHLORIDE	<10		
1,1-DICHLOROETHENE	<10		
CHLOROFORM	<10		
1,2-DICHLOROETHANE	<10		
CARBON TETRACHLORIDE	<10		
TRICHLOROETHENE	<10		
BENZENE	<10		
TETRACHLOROETHENE	<10		
CHLOROBENZENE	<10		
2-BUTANONE (MEK)	<10		

COPIES TO:

DATE ISSUED 12/13/95

DATE RUN..... 12/12/95
DATE REPORTED.. 12/13/95

ORIGINAL


LABORATORY DIRECTOR

ENVIRONMENTAL RESOURCES MGMT.
 RICH BARBOUR
 175 FROELICH FARM BLVD.
 WOODBURY, NY 11797

TYPE..... SOIL
 SPECIAL
 METHOD.... GRAB

DATE COLLECTED. 12/05/95
 TIME COLLECTED. 0840 HRS.
 DATE RECEIVED.. 12/05/95
 COLLECTED BY... CL99

POINT NO:
 LOCATION: DISPOSAL SAMPLE

REMARKS: SLATER GROUP-SEA CLIFF AVE SITE

TCL PURGEABLE ORGANICS - (ug/kg)

<u>PARAMETER (S)</u>	<u>RESULT</u>	<u>PARAMETER (S)</u>	<u>RESULT</u>
CHLOROMETHANE	<10		
BROMOMETHANE	<10		
VINYL CHLORIDE	<10		
CHLOROETHANE	<10		
METHYLENE CHLORIDE	<10		
1,1-DICHLOROETHENE	<10		
1,1-DICHLOROETHANE	<10		
TOTAL-1,2-DICHLOROETHENE	<10		
CHLOROFORM	<10		
1,2-DICHLOROETHANE	<10		
1,1,1-TRICHLOROETHANE	<10		
CARBON TETRACHLORIDE	<10		
BROMODICHLOROMETHANE	<10		
1,2-DICHLOROPROPANE	<10		
TRANS-1,3-DICHLOROPROPENE	<10		
TRICHLOROETHENE	<10		
DIBROMOCHLOROMETHANE	<10		
1,1,2-TRICHLOROETHANE	<10		
CIS-1,3-DICHLOROPROPENE	<10		
BENZENE	<10		
BROMOFORM	<10		
1,1,2,2-TETRACHLOROETHANE	<10		
TETRACHLOROETHENE	<10		
TOLUENE	<10		
CHLOROBENZENE	<10		
ETHYLBENZENE	<10		
XYLENES (TOTAL)	<10		
ACETONE	<10		
2-BUTANONE (MEK)	<10		
4-METHYL-2PENTANONE(MIBK)	<10		
CARBON DISULFIDE	<10		
2-HEXANONE	<10		
STYRENE	<10		

COPIES TO:

DATE ISSUED 12/13/95

DATE RUN..... 12/12/95
 DATE REPORTED.. 12/13/95

ORIGINAL

Stanley J. ...
 LABORATORY DIRECTOR

ENVIRONMENTAL RESOURCES MGMT.
RICH BARBOUR
175 FROELICH FARM BLVD.
WOODBURY, NY 11797

TYPE..... SOIL
SPECIAL
METHOD.... GRAB

DATE COLLECTED. 12/05/95
TIME COLLECTED. 0840 HRS.
DATE RECEIVED.. 12/05/95
COLLECTED BY... CL99

POINT NO:
LOCATION: DISPOSAL SAMPLE


REMARKS: SLATER GROUP-SEA CLIFF AVE SITE

<u>PARAMETER (S)</u>	<u>RESULTS</u>	<u>UNITS</u>
SILVER	<1.0	mg/kg
ARSENIC	1.0	mg/kg
BARIUM	<20.4	mg/kg
CADMIUM	<0.51	mg/kg
CHROMIUM	4.1	mg/kg
MERCURY	<0.09	mg/kg
LEAD	4.0	mg/kg
SELENIUM	<0.51	mg/kg
TOTAL SOLIDS	98.0	%

COPIES TO:

DATE ISSUED 12/13/95

ORIGINAL


LABORATORY DIRECTOR

New York State Department of Environmental Conservation
50 Wolf Road, Albany, New York 12233-7010



Michael Zagata
Commissioner

DEC 08 1995

Mr. Thomas Perna
Enal Development Corp.
One Executive Boulevard
Yonkers, N.Y. 10701

Dear Mr. Perna:

Re: Pass & Seymour; Site ID #130053A

We recently received a response from Photocircuits Corporation, regarding our discovery demand, which requested that they submit any sampling data that was available for borings B-7 and B-8, and groundwater monitoring well MW-1.

According to Photocircuits' counsel, field screenings for the above-mentioned borings did not show readings above background, thus no samples were submitted to the laboratory. The data for MW-1 is enclosed. The only detection we noted was the 5 ppb of 1,1,1-trichloroethane (1,1,1-TCA) found at the 6/23/87 sampling event. This is the compound for which Photocircuits was listed, whereas the chemical of concern at Pass & Seymour is tetrachloroethene. In addition, none of the breakdown products of 1,1,1-TCA were found at the Pass & Seymour property.

Clearly, we cannot point to Photocircuits as the source of the contamination found in the soil and in the groundwater associated with Pass & Seymour's premises, based solely on this additional data. If there are any questions about the data and our interpretation of it, please give me a call at (518) 457-0639.

Sincerely,

A handwritten signature in cursive script that reads "John B. Swartwout".

John B. Swartwout, P.E.
Chief

Eastern Investigation Section
Bureau of Hazardous Site Control
Division of Hazardous Waste Remediation

bcc: A. Shah
R. Marino
H. Brewster
File

HB/hb

Enclosure

cc: Richard G. Leland, Esq.
Donald Markowitz, Esq.
Doreen Simmons, Esq.

101 Park Avenue
New York, NY 10178-0060
212-309-6000
Fax: 212-309-6273

**Morgan, Lewis
& Bockius LLP**
C O U N S E L O R S A T L A W

Mark C. Pennington
212-309-6175

November 16, 1995

BY FEDERAL EXPRESS

John B. Swartwout, P.E.
New York State Department
of Environmental Conservation
50 Wolf Road
Albany, NY 12233-7010

Re: Discovery Demand
Photocircuits Corporation
Site No. 130009



NOV 17 1995

Dear Mr. Swartwout:

As counsel to Photocircuits Corporation ("Photocircuits"), we submit this response to your discovery demand dated September 19, 1995 with respect to the referenced site. The investigations that produced the enclosed data were conducted by consultants retained by Kollmorgen, the prior owner of the facility. It is Photocircuit's understanding, based on discussions with Kollmorgen's consultants, that the information provided in this letter and its attachments comprises all the available data that is responsive to the discovery demand.

No laboratory data was produced from Borings 7 and 8. It is our understanding that these borings were not submitted for laboratory analysis because field screening of the borings conducted in 1986 did not show elevated HNu readings. Monitoring of well MW-1 was discontinued in November 1988 after three consecutive sampling rounds showed no detectable organics.

Please be advised that this response is submitted without waiver of Photocircuits' rights, claims, privileges or defenses

John B. Swartwout, P.E.
November 16, 1995
Page 2

in connection with this matter. If you have any questions
about the information provided, please give me a call.

Sincerely,


Mark C. Pennington

/ggg

cc: Louis J. Stans

H2M LABS, INC.

575 BROAD HOLLOW ROAD, MELVILLE, N.Y. 11747 • 516-694-3040

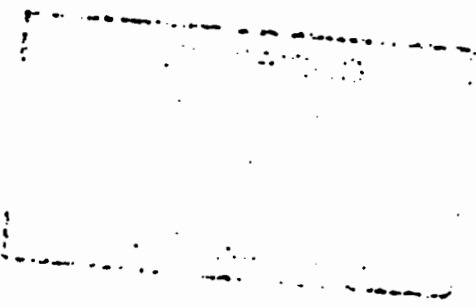
HOLZMACHER, McLENDON and MURRELL, P.C. • ENVIRONMENTAL and INDUSTRIAL ANALYTICAL SERVICES

Photocircuits
Sea Cliff Ave.
Glen Cove, NY 11542

Sample Lab No. 757099
Date Collected: 6-23-87
Date Received: 6-23-87
Type: Misc. - Liquid Sample
Point: MW #1 - 1100 Hrs.
Monitoring Well
Collected By: VH 03

RESULTS FOR VOLATILE HALOGENATED ORGANICS

Compound	ug/l
chloromethane	< 1
bromomethane	< 1
vinyl chloride	< 1
dichlorodifluoromethane.	< 1
chloroethane	< 1
methylene chloride	< 1
trichlorofluoromethane	< 1
1,1-dichloroethylene	< 1
1,1-dichloroethane	< 1
* < trans-1,2-dichloroethylene	
< cis-1,2-dichloroethylene	1
chloroform	< 1
1,1,2-trichlorotrifluoroethane.< 1	
1,2-dichloroethane	< 1
1,1,1-trichloroethane.	5
carbon tetrachloride	< 1
bromodichloromethane	< 1
1,2-dichloropropane.	< 1
2,3-dichloropropene.	< 1
cis-1,3-dichloropropene.	< 1
trichloroethylene.	1
chlorodibromomethane	< 1
1,1,2-trichloroethane.	< 1
trans-1,3-dichloropropene.	< 1
bromoform.	< 1
1,1,1,2-tetrachloroethane.	< 1
* < tetrachloroethylene.	1
< 1,1,2,2-tetrachloroethane.	
chlorobenzene.	< 1
1,3-dichlorobenzene.	< 1
1,2-dichlorobenzene.	< 1
1,4-dichlorobenzene.	< 1



*Reported value represents total.

Date Reported: 7-9-87

* *S.C. McLendon* *

S.C. McLendon, P.E.
Laboratory Director

Photocircuits
Sea Cliff Avenue
Glen Cove, NY 11542

Sample Lab No. 760539
Date Collected: 9/2/87
Date Received: 9/3/87
Type: Misc.
Point: #MW #1 (Upgradient)
Method 624 Hr: 1300
Collected By: KFS 03
Conc./Dil. factor: 1.1 Conc: Low
Date Anal: 9/09/87 Date Ext: 9/09/87

RESULTS FOR PRIORITY POLLUTANTS ANALYSIS
PURGEABLE ORGANICS

Scan #	C.A.S. Number		ug/l
	74-87-3	Chloromethane	10U
	74-83-9	Bromomethane	10U
	75-01-4	Vinyl Chloride	10U
	75-00-3	Chloroethane	10U
	75-09-2	Methylene Chloride	10B
	75-34-4	1,1-Dichloroethane	5U
	75-34-3	1,1-Dichloroethene	5U
	156-60-5	cis/trans-1,2-Dichloroethene	5U
	67-66-3	Chloroform	5U
	107-06-2	1,2-Dichloroethane	5U
	75-55-6	Trichlorofluoromethane	5U
	71-55-6	1,1,1-Trichloroethane	5U
	56-23-5	Carbon tetrachloride	5U
	75-27-4	Bromodichloromethane	5U
	78-87-5	1,2-Dichloropropane	5U
	10061-02-6	trans-1,3-Dichloropropene	5U
	79-01-6	Trichloroethene	5U
	124-48-1	Dibromochloromethane	5U
	79-00-5	1,1,2-Trichloroethane	5U
	71-43-2	Benzene	5U
	10061-01-5	cis-1,3-Dichloropropene	5U
	110-75-6	2-Chloroethylvinylether	10U
	75-25-2	Bromoform	5U
	137-18-4	Tetrachloroethene	5U
	79-34-5	1,1,2,2-Tetrachloroethane	5U
	108-88-3	Toluene	5U
	108-90-7	Chlorobenzene	5U
	100-41-4	Ethylbenzene	5U
	92-50-1	1,3-Dichlorobenzene	5U
	91-73-1	1,2-Dichlorobenzene	5U
	106-46-7	1,4-Dichlorobenzene	5U

Date Reported: 10/19/87

*  *

S.C. McLendon, P.E.
Laboratory Director



H2M LABS, INC.
Environmental Testing Laboratories

575 Broad Hollow Road, Melville, New York 11747-5076 • (516) 694-3040

LABORATORY REPORT

Water/Waste Water Laboratory • Hazardous Waste Laboratory • Air Testing Laboratory
Pilot Plant Studies and Other Analytical Services

LAB NO. 760540
PROJECT NO. PHIC 8701 LA

CLIENT'S NAME AND ADDRESS		TYPE OF SAMPLE - MISCELLANEOUS	
PHOTOCIRCUITS		DATE COLLECTED - 9/ 2/87	
SEA CLIFF AV		DATE RECEIVED - 9/ 3/87	
GLEN COVE, NY 11542		SAMPLE ID #MM #1 (UPGRADIENT)	
		1300 HRS	
		METALS SAMPLE FILTERED UPON RECEIPT AT LABORATORY	

PARAM-ETER	RESULT	PARAM-ETER	RESULT	PARAM-ETER	RESULT
CHLOR-IDE	5.00	AMMONIA (NH3-N)	<0.02	ZINC	<20.0 # NE
IRON	200. #	ANTI-MONY	<60.0 #	NO2-N + NO3-N	0.60
MANGANESE	30.0 #	ARSENIC	<10.0 #		
COPPER	<25.0 #	BERYL- <td><5.00#</td> <td></td> <td></td>	<5.00#		
NICKEL	<40.0 #	CADMIUM	<5.00#		
SILVER	<10.0 #	LEAD	<5.00#		
CHROM-IUM	<10.0 #	MERCURY	<0.20#		
CYANIDE	<10.0 #	SELEN-IUM	<5.00#		
PHENOLS	<1.00#	THAL-LIUM	<10.0 #		

REMARKS - BILLS & RPTS: KFS

ALL RESULTS IN (MG/L) EXCEPT AS NOTED BY # (UG/L) OR % (PERCENT) AND
 T. COLT BACT. & FECAL COLI (MPN/100ML)
 COLOR, ODOR, TURBIDITY & PH (UNITS)
 APC & FECAL STREP (COUNTS/ML)
 SPEC. COND. (UMHOS) SETT. SOLIDS (ML/L)

DATE REPORTED 10/14/87

M. S. DeLuca
LABORATORY DIRECTOR

THE LIABILITY OF H2M LABS, INC. SHALL BE LIMITED TO THE PRICE OF THE SERVICE RENDERED AND PAID.

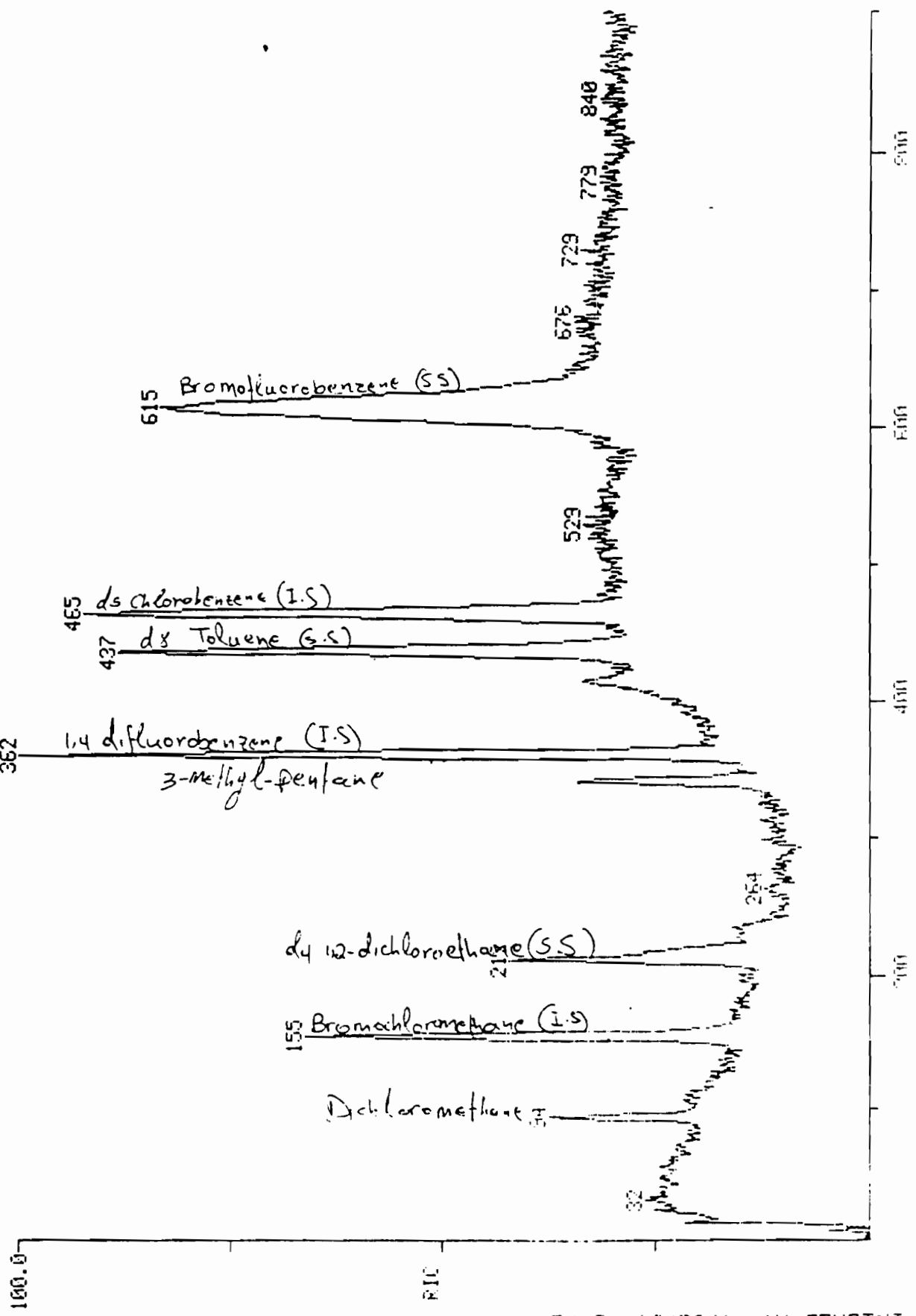
III. 2. Reporting Package for
ID# MW#1

SCANS 1 TO 900

DATA: PU7472 #1
CALI: PU7472 #2

RIC
09/09/87 10:17:00
SAMPLE: 5ML5 #MIN-1
COND.:
RANGE: G 1.900 LABEL: N 0, 4.0 QUAN: A 0, 1.0 J 0 BASE: U 20, 3

362



CA FINISHED, 7 FOUND 5 02 44
FINISHED AT: 9/05/87

QUANTITATION REPORT FILE: PU7472

ATA: PU7472.TI
 9/09/87 10:17:00
 SAMPLE: SMLS #MW-1
 CONDS:

SUBMITTED BY: PHOTOCIR ANALYST: CC

AMOUNT=AREA * REF AMNT/(REF AREA * RESP FACT)
 RESP. FAC. FROM LIBRARY ENTRY

- No NAME
- 1 BROMOCHLOROMETHANE (INT. STD.)
- 2 1,2-DICHLOROETHANE D4 (SURR. STD)
- 3 CHLOROMETHANE
- 4 BROMOMETHANE
- 5 VINYL CHLORIDE
- 6 CHLOROETHANE
- 7 METHYLENE CHLORIDE (C)
- 8 ACETONE
- 9 CARBON DISULPHIDE
- 10 1,1-DICHLOROETHENE (B)
- 11 1,1-DICHLOROETHANE(E)
- 12 TRANS -1,2-DICHLOROETHENE (D)
- 13 CHLOROFORM
- 14 1,2-DICHLOROETHANE(H)
- 15 TRICHLOROFLUOROMETHANE
- 16 DICHLOROFLUOROMETHANE
- 17 ACROLEIN
- 18 ACRYLONITRILE
- 19 1,4-DIFLUOROBENZENE(INT. STD)
- 20 2-BUTANONE (MEK)
- 21 1,1,1-TRICHLOROETHANE (I)
- 22 CARBON TETRACHLORIDE(J)
- 23 VINYL ACETATE
- 24 BROMODICHLOROMETHANE(L)
- 25 1,2-DICHLOROPROPANE(X)
- 26 TRANS 1,3-DICHLOROPROPENE (AA)
- 27 TRICHLOROETHENE(K)
- 28 DIBROMOCHLOROMETHANE(O)
- 29 1,1,2-TRICHLOROETHANE(M)
- 30 BENZENE(BEN)
- 31 CIS-1,3-DICHLOROPROPENE(Z)
- 32 2-CHLOROETHYLVINYLETHER(NN)
- 33 BROMOFORM(P)
- 34 CHLOROBENZENE-D5 (INT. STD)
- 35 2-HEXANONE(MBK)
- 36 4-METHYL-2-PENTANONE(MIBK)
- 37 TETRACHLOROETHENE(N)
- 38 ETHANE, 1,1,2,2-TETRACHLORO-
- 39 TOLUENE(TOL)
- 40 CHLOROBENZENE(Q)
- 41 ETHYLBENZENE(EB)
- 42 STYRENE
- 43 META-XYLENE
- 44 ORTHO/PARA-XYLENE
- 45 META-DICHLOROBENZENE(MDCB)
- 46 ORTHO-DICHLOROBENZENE (ODCB)
- 47 PARA-DICHLOROBENZENE(PDCB)
- 48 DB-TOLUENE(SURR. STD)
- 49 BROMOFLUOROBENZENE(SURR. STD)

No	M/Z	SCAN	TIME	REF	RRT	METH	AREA(HGHT)	AMOUNT	%Tot
1	128	155	7:45	1	1.000	A BV	116581.	50.000 UG/L	6.26
2	65	212	10:36	1	1.368	A BB	148182.	44.875 UG/L	5.62
3	50	21	1:03	1	0.135	A*BV	24146.	4.595 UG/L	0.58
4	94	38	1:54	1	0.245	A*VV	5129.	3.462 UG/L	0.43
5	62	51	2:33	1	0.329	A*BV	2189.	0.944 UG/L	0.12
6	64	68	3:24	1	0.439	A BB	607.	0.301 UG/L	0.04
7	NOT FOUND								
8	43	139	6:34	1	0.239	A*BB	19062.	0.662 UG/L	0.08
9	76	116	5:58	1	0.716	A*BB	3780.	294.412 UG/L	36.88
10	96	147	7:21	1	0.948	A*BB	4007.	1.164 UG/L	0.15
11	63	176	8:48	1	1.135	A*BB	2567.	0.423 UG/L	0.05
12	96	188	9:24	1	1.213	A BB	981.	0.233 UG/L	0.03
13	83	197	9:51	1	1.271	A BB	1140.	0.146 UG/L	0.02
14	62	215	10:45	1	1.387	A*BB	3861.	0.821 UG/L	0.10
15	101	138	6:54	1	0.890	A BB	1082.	0.313 UG/L	0.04
16	85	56	2:48	1	0.361	A BB	434.	1.490 UG/L	0.19
17	56	134	6:42	1	0.865	A*VB	2409.	15.177 UG/L	1.90
18	53	137	6:51	1	0.884	A BB	708.	4.992 UG/L	0.63
19	114	362	18:06	19	1.000	A BB	595906.	50.000 UG/L	6.26

20	42	180	9:00	19	0.497	A*BB	5192.	137.943	UG/L	17.28
21	NOT FOUND									
22	NOT FOUND									
23	43	235	11:45	19	0.649	A*BB	13680.	8.633	UG/L	1.08
24	NOT FOUND									
25	63	272	13:36	19	0.751	A BB	2050.	0.283	UG/L	0.04
26	75	268	13:24	19	0.740	A*BB	2300.	0.502	UG/L	0.06
27	130	300	15:00	19	0.829	A BB	4053.	0.583	UG/L	0.07
28	129	310	15:30	19	0.856	A BB	456.	0.076	UG/L	0.01
29	97	314	15:42	19	0.867	A*BB	4620.	0.772	UG/L	0.10
30	78	297	14:51	19	0.820	A*VV	3313.	0.223	UG/L	0.03
31	NOT FOUND									
32	63	328	16:24	19	0.906	A BB	741.	0.194	UG/L	0.02
33	NOT FOUND									
34	117	465	23:15	34	1.000	A BB	465359.	50.000	UG/L	6.26
35	43	343	17:09	34	0.738	A VB	124856.	36.446	UG/L	4.56
36	43	378	18:54	34	0.813	A*BB	37164.	17.656	UG/L	2.21
37	NOT FOUND									
38	83	368	18:24	34	0.791	A VV	7378.	0.790	UG/L	0.10
39	92	408	20:24	34	0.877	A*BB	1149.	0.119	UG/L	0.01
40	112	426	21:18	34	0.916	A*BV	3224.	0.280	UG/L	0.04
41	106	477	23:51	34	1.026	A*BB	3094.	0.548	UG/L	0.07
42	104	615	30:45	34	1.323	A BB	2815.	1.152	UG/L	0.14
43	NOT FOUND									
44	106	648	32:24	34	1.394	A*BV	4191.	1.182	UG/L	0.15
45	NOT FOUND									
46	146	790	39:30	34	1.699	A*BB	1148.	0.169	UG/L	0.02
47	146	807	40:21	34	1.735	A BB	571.	0.072	UG/L	0.01
48	100	437	21:51	34	0.940	A BB	297408.	51.740	UG/L	6.48
49	95	611	30:33	34	1.314	A*BB	430560.	51.172	UG/L	6.41

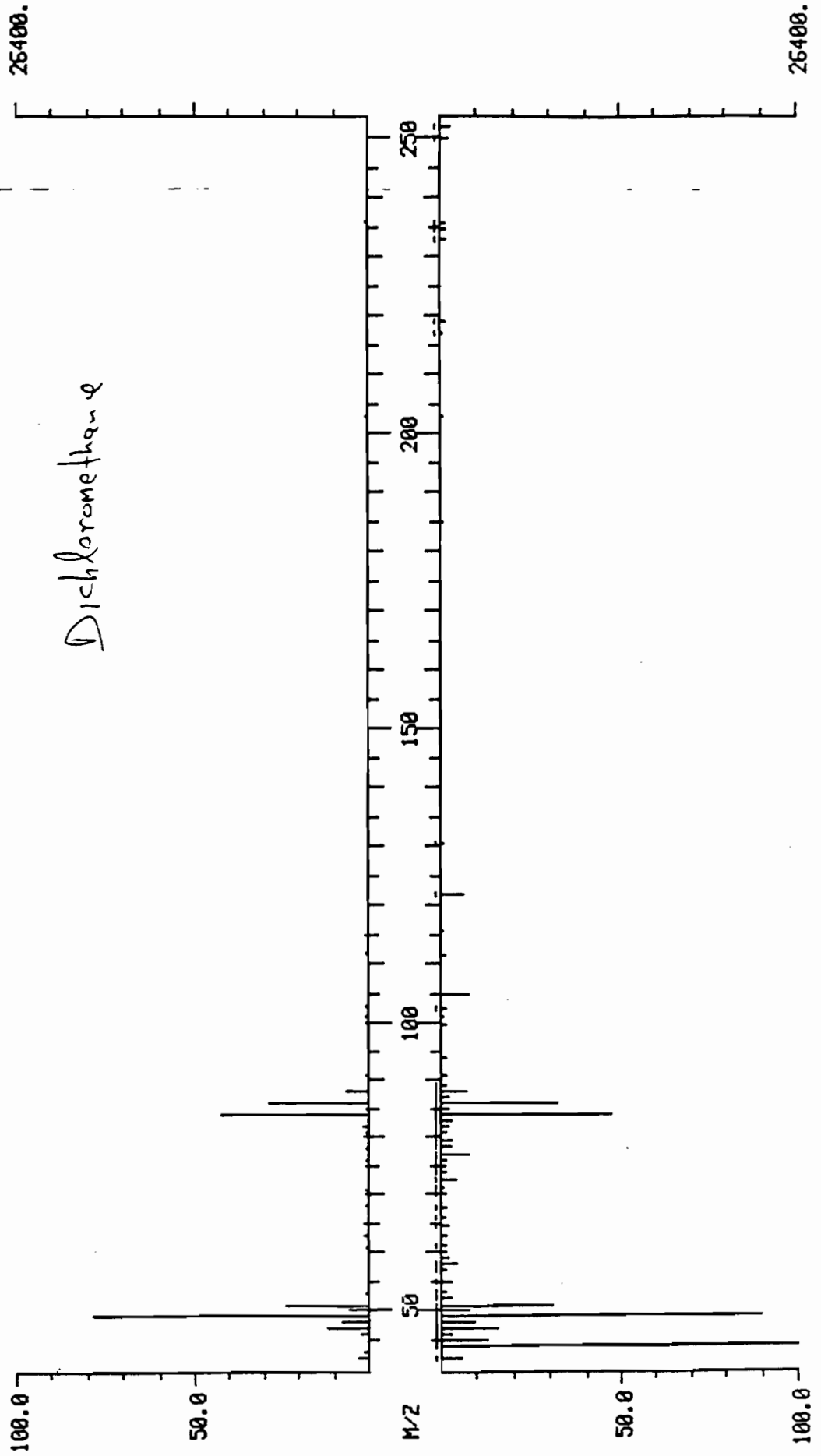
Abysmal 14/15

You Forgot Companies

<i>Scan #</i>	<i>Ref. pl.</i>	<i>Area</i>	<i>Amount (ug/l)</i>
94	1	339869	16 J
343	19	415392	14 JB

DUAL MASS SPECTRUM
09/09/87 10:17:00 + 4:42
SAMPLE: 5MLS #MW-1
CONDS.:
ENHANCED (S 15B 2N 0T)

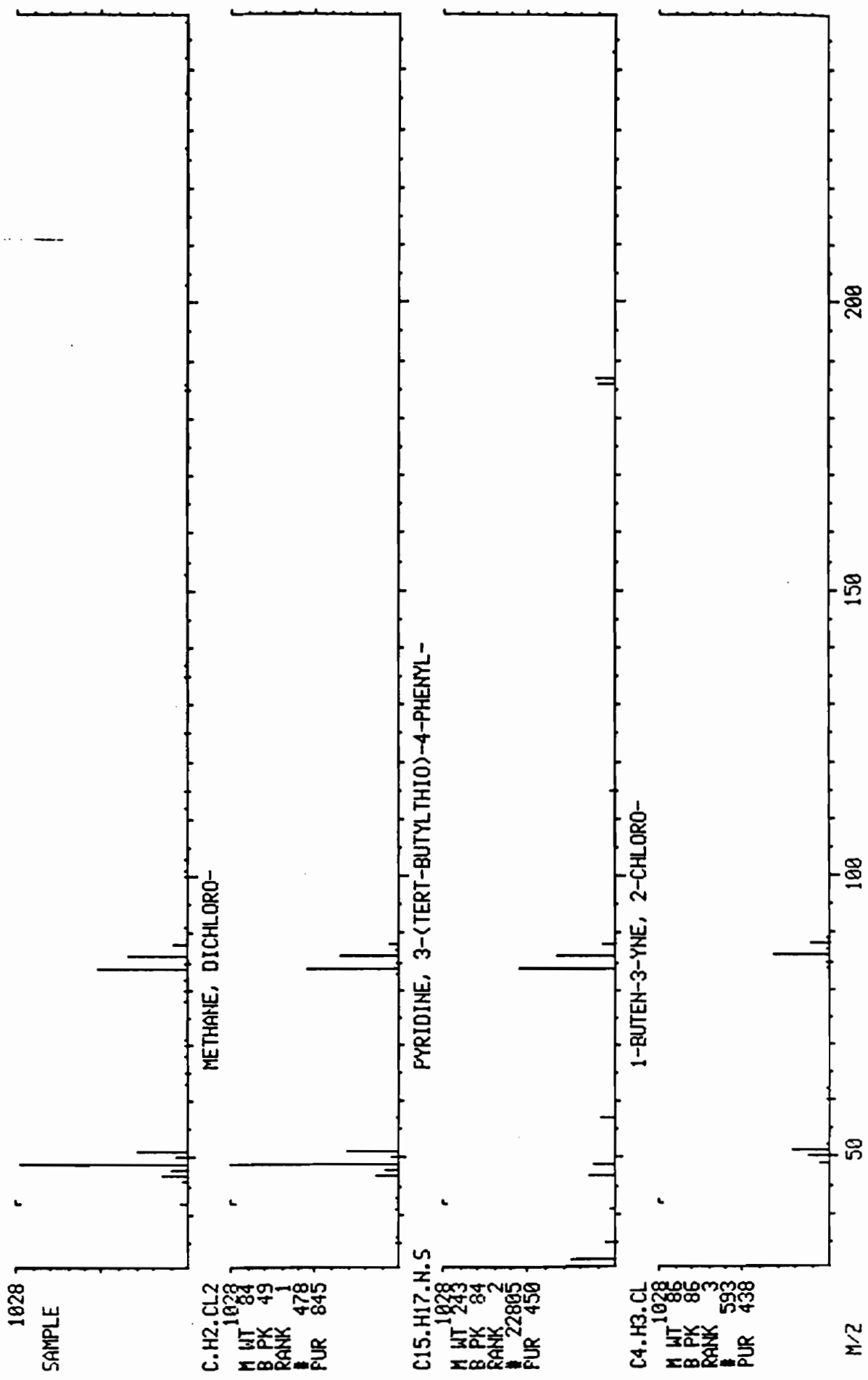
DATA: PU7472 #94
CALI: PU7472 #2
BASE M/Z: 49/ 44
RIC: 60543./ 119423.



LIBRARY SEARCH
 09/09/87 10:17:00 + 4:42
 SAMPLE: 5MLS #MW-1
 CONDS.:
 ENHANCED (S 158 2N 0T)

DATA: PU7472 # 94
 CALI: PU7472 # 2

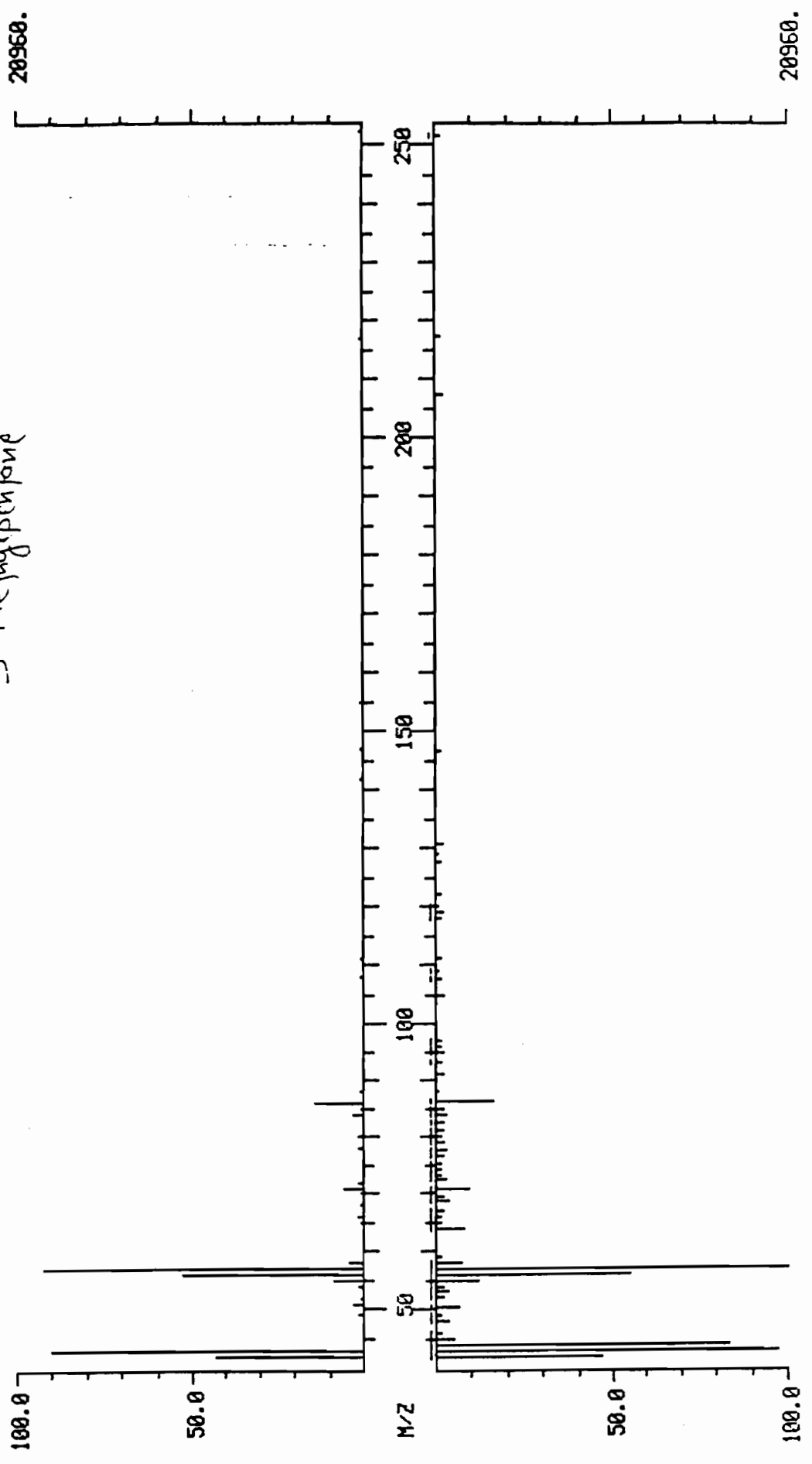
BASE M/Z: 49
 RIC: 59253.



DUAL MASS SPECTRUM
09/09/87 10:17:00 + 17:09
SAMPLE: 5MLS #MW-1
CONDS.:
ENHANCED (S 158 2N 0T)

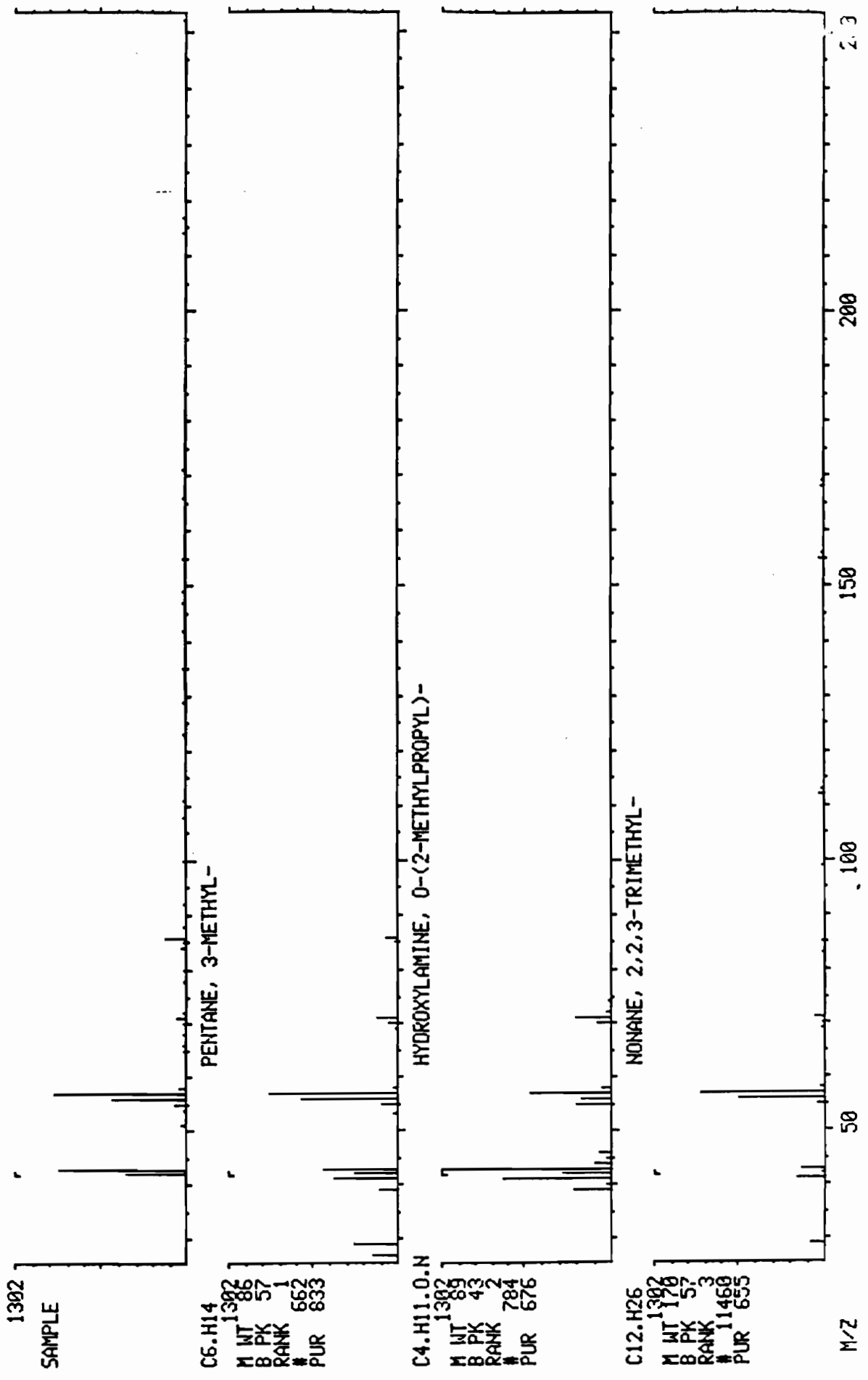
DATA: PU7472 #343
CALI: PU7472 #2
BASE M/Z: 57/ 57
RIC: 70527./ 109951.

3-Methylpentane



LIBRARY SEARCH
 09/09/87 10:17:00 + 17:09
 SAMPLE: 5ML5 #MW-1
 CONDS.:
 ENHANCED (S 158 2N 0T)

DATA: PU7472 # 343
 CALI: PU7472 # 2
 BASE M/Z: 57
 RIC: 70015.



M/Z 2.3 200 150 100 50



H2M LABS, INC.

Environmental Testing Laboratories
575 Broad Hollow Road, Melville, New York 11747-5076 • (516) 694-3040

LABORATORY REPORT

Water/Waste Water Laboratory • Hazardous Waste Laboratory • Air Testing Laboratory
Pilot Plant Studies and Other Analytical Services

LAB NO. 757105

PROJECT NO. PHIC 8701 LA

COLLECTED BY VH 03
DATE RECEIVED - 6/23/87

CLIENT'S NAME AND ADDRESS
PHOTOCIRCUITS
SEA CLIFF AV
GLEN COVE, NY 11542

TYPE OF SAMPLE - MISCELLANEOUS
DATE COLLECTED - 6/23/87
PHOTOCIRCUITS (LIQUID SAMPLES)
MONITORING WELLS

LAB NO.	SAMPLE ID INFORMATION	MANGA-NESE	COPPER	NICKEL	SILVER	CHROM-IUM	CYANIDE
757105	MW #1 1100 HRS	16.5	0.23	0.18	<0.02	0.17	<10.0 #
757106	MW #2 1145 HRS	1.50	0.05	<0.04	<0.02	0.04	<10.0 #
757107	MW #3 1400 HRS	14.2	0.35	0.46	<0.02	0.44	<10.0 #
757108	MW #4 1500 HRS	0.24	0.11	<0.04	<0.02	0.02	<10.0 #
757109	MW #5 1615 HRS	0.15	0.10	<0.04	<0.02	0.07	<10.0 #
757110	MW #6 1243 HRS	3.78	0.17	0.04	<0.02	0.12	<10.0 #

REMARKS - BILLS AND RPTS: KFS

ALL RESULTS IN (MG/L) EXCEPT AS NOTED BY # (UG/L) OR % (PERCENT) AND
T. COLI BACT. & FECAL COLI (MPN/100ML)
COLOR, OOUR, TURBIDITY & PH (UNITS)
APC & FECAL STREP (COUNTS/ML)
SPEC. CONT. (UMHOS) SETT. SOLIDS (ML/L)

DATE REPORTED 9/ 3/87

JM Sla
LABORATORY DIRECTOR

CHARGED TO THE PRICE OF THE SERVICE RENDERED AND PAID

FIELD SAMPLING RECORD

SITE Photocircuits

JOB# K068801 FW

DATE 11/8/88

TIME 9:50 -

SAMPLE LOCATION MW #1 Upgradient

SAMPLERS KFS/CLV

WEATHER 90° Sunny

DEPTH TO H2O 17.34'

MEAS. POINT 2" PVC ColAR

STATIC H2O LEVEL

STATIC VOLUME

VOLUME H2O TO BE REMOVED

EVACUATION TECHNIQUE:

BAILED 10 g removed # OF BAILS

CENT. PUMP then sampled FLOW RATE

SUBM. PUMP TIME PUMPED

TRIP BLANK I.D. #

SAMPLE BLANK I.D. #

CONTAINERS FILLED AND I.D. #'S

VOAs - 2 40 ml.

SAMPLE CHARACTERISTICS: Turbid / Muddy

REFRIGERATION: Yes

DATE

TIME

COOLER #

FIELD PARAMETERS: Taken at 10 gallons

pH 6.02

TEMP

CONDUCTIVITY 200 μ S



HOLZMACHER, McLENDON & MURRELL, P.C.
CONSULTING ENGINEERS, ENVIRONMENTAL SCIENTISTS and PLANNERS

MELVILLE, N.Y.
FARMINGDALE, N.Y.
RIVERHEAD, N.Y.
FAIRFIELD, N.J.

FIELD SAMPLING RECORD

SITE Photocourts

JOB# KCLG 8801 FW

DATE 9/22/88

TIME 4:35

SAMPLE LOCATION MW #1 (Bottle 3)

SAMPLERS VFS/G.JH

WEATHER 75°

DEPTH TO H2O 19.40

MEAS. POINT 2" PVC - FLUSH

STATIC H2O LEVEL 5.18

STATIC VOLUME .85g

VOLUME H2O TO BE REMOVED 2.5g

EVACUATION TECHNIQUE:

BAILED



5 gallons

OF BAILS

Stainless Steel
dedicated

CENT. PUMP



removed

FLOW RATE

SUBM. PUMP



TIME PUMPED

TRIP BLANK I.D. #

SAMPLE BLANK I.D. #

CONTAINERS FILLED AND I.D. #'S (2) 40ml vials

SAMPLE CHARACTERISTICS: Muddy / dark brown

REFRIGERATION: Yes

DATE 9/22/88 TIME 4:40 COOLER # 1 of 1

FIELD PARAMETERS: Yes

pH

TEMP

CONDUCTIVITY

3.23

malfunction

H2M

HOLZMACHER, McLENDON & MURRELL, P.C.
CONSULTING ENGINEERS, ENVIRONMENTAL SCIENTISTS and PLANNERS

MELVILLE, N.Y.
FARMINGDALE, N.Y.
RIVERHEAD, N.Y.
FAIRFIELD, N.J.

ENVIRONMENTAL and INDUSTRIAL ANALYTICAL SERVICES

Photocircuits
Sea Cliff Avenue
Glen Cove, NY 11542

Sample Lab No. 868500
Date Collected: 9-23-88
Date Received: 9-23-88
Type: Groundwater Sample
Point: Well #1
Collected By: KFS 03

RESULTS FOR VOLATILE HALOGENATED ORGANICS

Compound	ug/l
Chloromethane	< 3
Bromomethane.	< 3
Vinyl chloride.	< 3
Dichlorodifluoromethane.	< 3
Chloroethane.	< 3
Methylene chloride.	< 3
Trichlorofluoromethane.	< 3
1,1-Dichloroethylene.	< 3
1,1-Dichloroethane.	< 3
Trans-1,2-dichloroethylene.	< 3
Cis-1,2-dichloroethylene.	< 3
Chloroform.	< 3
1,1,2-Trichlorotrifluoroethane.	< 3
1,2-Dichloroethane.	< 3
1,1,1-Trichloroethane	< 3
Carbon tetrachloride.	< 3
Bromodichloromethane.	< 3
1,2-Dichloropropane	< 3
2,3-Dichloropropene	< 3
Cis-1,3-dichloropropene	< 3
Trichloroethylene	< 3
Chlorodibromomethane.	< 3
1,1,2-Trichloroethane	< 3
Trans-1,3-dichloropropene	< 3
Bromoform.	< 3
1,1,1,2-Tetrachloroethane.	< 3
Tetrachloroethylene.	< 3
1,1,2,2-Tetrachloroethane.	< 3
Chlorobenzene.	< 3
1,2-Dichlorobenzene.	< 3
1,3-Dichlorobenzene.	< 3
1,4-Dichlorobenzene.	< 3

VOLATILE NON-HALOGENATED ORGANICS

Benzene	< 3
Toluene	< 3
Ethylbenzene.	< 3
1,3-Xylene.	< 3
1,4-Xylene.	< 3
1,2-Xylene.	< 3

Date Analyzed: 9-27-88

Date Reported: 10-3-88

* *John J. Molloy* *

John J. Molloy, P.E.
Laboratory Director

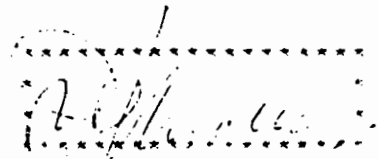
ENVIRONMENTAL and INDUSTRIAL ANALYTICAL SERVICES

Koch Incorporated
 31 Sea Cliff Ave.
 Glen Cove, NY 11542

Sample Lab No. 872156
 Date Collected: 11-8-88
 Date Received: 11-8-88
 Type: Groundwater Sample
 Point: Sta #6 MW #1 (25' Upgradient)
 Photocircuit
 Collected By: KFS 03

ANALYTICAL RESULTS FOR VOLATILE HALOGENATED ORGANICS

<u>Compound</u>	<u>ug/l</u>
Chloromethane	< 3
Bromomethane	< 3
Vinyl chloride	< 3
Dichlorodifluoromethane	< 3
Chloroethane	< 3
Methylene chloride	< 3
Trichlorofluoromethane	< 3
1,1-Dichloroethylene	< 3
1,1-Dichloroethane	< 3
trans-1,2-dichloroethylene	< 3
cis-1,2-Dichloroethylene	< 3
Chloroform	< 3
1,1,2-Trichlorotrifluoroethane	< 3
1,2-Dichloroethane	< 3
1,1,1-Trichloroethane	< 3
Carbon tetrachloride	< 3
Bromodichloromethane	< 3
1,2-Dichloropropane	< 3
2,3-Dichloropropane	< 3
cis-1,3-Dichloropropane	< 3
Trichloroethylene	< 3
Chlorodibromomethane	< 3
1,1,2-Trichloroethane	< 3
trans-1,3-dichloropropane	< 3
Bromoform	< 3
1,1,1,2-Tetrachloroethane	< 3
Tetrachloroethylene	< 3
1,1,2,2-Tetrachloroethane	< 3
Chlorobenzene	< 3
1,2-Dichlorobenzene	< 3
1,4-Dichlorobenzene	< 3
1,3-Dichlorobenzene	< 3
VOLATILE NON-HALOGENATED ORGANICS	
Benzene	< 3
Toluene	< 3
Ethylbenzene	< 3
1,3-Xylene	< 3
1,2-Xylene	< 3
1,4-Xylene	< 3



John J. Molloy, P.E.
 Laboratory Director

Date Analyzed: 11-15-88
 Date Reported: 11-18-88

1982

1000



H2M LABS, INC.

Environmental Testing Laboratories
575 Broad Hollow Road, Melville, New York 11747-5076 • (516) 694-3040

LABORATORY REPORT

Water/Waste Water Laboratory • Hazardous Waste Laboratory • Air Testing Laboratory
Pilot Plant Studies and Other Analytical Services

LAB NO. 757105
PROJECT NO. PHIC 8701 LA

CLIENT'S NAME AND ADDRESS	TYPE OF SAMPLE - MISCELLANEOUS	DATE COLLECTED - 6/23/87	DATE RECEIVED - 6/23/87
PHOTOCIRCUITS	PHOTOCIRCUITS (LIQUID SAMPLES)		
SEA CLIFF AV	MONITORING WELLS		
GLEN COVE, NY 11542			

LAB NO.	SAMPLE ID INFORMATION	MANGA-NESE	COPPER	NICKEL	SILVER	CHROM-IUM	CYANIDE
757105	MW #1 1100 HRS	16.5	0.23	0.18	<0.02	0.17	<10.0 #
757106	MW #2 1145 HRS	1.50	0.05	<0.04	<0.02	0.04	<10.0 #
757107	MW #3 1400 HRS	14.2	0.35	0.46	<0.02	0.44	<10.0 #
757108	MW #4 1500 HRS	0.24	0.11	<0.04	<0.02	0.02	<10.0 #
757109	MW #5 1615 HRS	0.15	0.10	<0.04	<0.02	0.07	<10.0 #
757110	MW #6 1245 HRS	3.78	0.17	0.04	<0.02	0.12	<10.0 #

REMARKS - BILLS AND RPTS: KFS

ALL RESULTS IN (MG/L) EXCEPT AS NOTED BY # (UG/L) OR % (PERCENT) AND

T. COLI BACT. & FECAL COLI (MPN/100ML)

COLOR, ODOUR, TURBIDITY & PH (UNITS)

AFC & FECAL STREFF (COUNTS/ML)

SPEC. CONC. (UMHOS) SFTT. SOLIDS (ML/L)

DATE REPORTED 9/ 3/87

J. M. DeLa
LABORATORY DIRECTOR

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Photocircuits
Sea Cliff Ave.
Glen Cove, NY 11542

Sample Lab No. 757102
Date Collected: 6-23-87
Date Received: 6-23-87
Type: Misc. - Liquid Sample
Point: MW #4 1500 Hrs.
Monitoring Well
Collected By: VH 03

RESULTS FOR VOLATILE HALOGENATED ORGANICS

Compound	ug/l
chloromethane	< 1
bromomethane	< 1
vinyl chloride	< 1
dichlorodifluoromethane.	< 1
chloroethane	< 1
methylene chloride	4
trichlorofluoromethane	< 1
1,1-dichloroethylene	< 1
1,1-dichloroethane	1
* { trans-1,2-dichloroethylene	
cis-1,2-dichloroethylene	20
chloroform	< 1
1,1,2-trichlorotrifluoroethane. < 1	
1,2-dichloroethane	< 1
1,1,1-trichloroethane.	2
carbon tetrachloride	< 1
bromodichloromethane	< 1
1,2-dichloropropane.	< 1
2,3-dichloropropene.	< 1
cis-1,3-dichloropropene.	< 1
trichloroethylene.	11
chlorodibromomethane	< 1
1,1,2-trichloroethane.	< 1
trans-1,3-dichloropropene.	< 1
bromoform.	< 1
1,1,1,2-tetrachloroethane.	< 1
* { tetrachloroethylene.	18
1,1,2,2-tetrachloroethane.	
chlorobenzene.	< 1
1,3-dichlorobenzene.	< 1
1,2-dichlorobenzene.	< 1
1,4-dichlorobenzene.	< 1



*Reported value represents total.

Date Reported: 7-9-87

S.C. McLendon

S.C. McLendon, P.E.
Laboratory Director

HOLZMACHER, McLENDON and MURRELL, P.C. • ENVIRONMENTAL and INDUSTRIAL ANALYTICAL SERVICES

Photocircuits Sample Lab No. 760555
Sea Cliff Avenue Date Collected: 09/02/87
Glen Cove, NY 11542 Date Received: 09/03/87
 Type: Misc.
 Point: MW #4 (Shallow)
 Hr: 1745
 Collected By: KFS 03
 Conc./Dil. factor: 1.1 Conc: Low
 Date Anal: 9/10/87

**RESULTS FOR PRIORITY POLLUTANTS ANALYSIS
PURGEABLE ORGANICS**

Scan #	C.A.S. Number		ug/l
21	74-87-3	Chloromethane	25B
	74-83-9	Bromomethane	10U
	75-01-4	Vinyl Chloride	10U
	75-00-3	Chloroethane	10U
88	75-09-2	Methylene Chloride	14B
139	75-35-4	1,1-Dichloroethene	3J
163	75-34-3	1,1-Dichloroethane	2J
176	156-60-5	cis/trans-1,2-Dichloroethene	34
	67-66-3	Chloroform	5U
	107-02-2	1,2-Dichloroethane	5U
228	71-55-6	1,1,1-Trichloroethane	4J
	56-23-5	Carbon tetrachloride	5U
	75-27-4	Bromodichloromethane	5U
	70-87-5	1,2-Dichloropropane	5U
	10061-02-6	trans-1,3-Dichloropropene	5U
289	79-01-6	Trichloroethene	13
	124-48-1	Dibromochloromethane	5U
	79-00-5	1,1,2-Trichloroethane	5U
	71-43-2	Benzene	5U
	10061-01-5	cis-1,3-Dichloropropene	5U
	110-75-6	2-Chloroethylvinylether	10U
	75-25-2	Bromoform	5U
400	127-18-4	Tetrachloroethene	20
	79-34-5	1,1,2,2-Tetrachloroethene	5U
423	108-88-3	Toluene	11B
	108-90-7	Chlorobenzene	5U
	100-41-4	Ethylbenzene	5U
	541-72-1	1,3-Dichlorobenzene	5U
	95-50-1	1,2-Dichlorobenzene	5U
	106-46-7	1,4-Dichlorobenzene	5U

Date Reported: 10/08/87

*  *

S.C. McLendon, P.E.
Laboratory Director



H2M LABS, INC.
 Environmental Testing Laboratories
 575 Broad Hollow Road, Melville, New York 11747-5076 • (516) 694-3040

LABORATORY REPORT

Water/Waste Water Laboratory • Hazardous Waste Laboratory • Air Testing Laboratory
 Pilot Plant Studies and Other Analytical Services

LAB NO. 760556
 PROJECT NO. PHIC 8201 1A

CLIENT'S NAME AND ADDRESS PHOTOCIRCUITS SEA CLIFF AV GLEN COVE, NY 11542	TYPE OF SAMPLE - MISCELLANEOUS DATE COLLECTED - 9/ 2/87 SAMPLE ID# MW #4 (SILICUM) 1745 HRS. (METALS SAMPLE FILTERED UPON RECEIPT AT LABORATORY)
---	--

PARAM-ETER	RESULT	PARAM-ETER	RESULT	PARAM-ETER	RESULT
CHLOR-IDE	57.0	AMMONIA (NH3-N)	<0.02	ZINC	50.0 # NE
IRON	70.0 #	ANTI-MONY	<60.0 #	NO2-N + NO3-N	0.60
MANGA-NESE	40.0 #	ARSENIC BERYL-	<10.0 #		
COPPER	30.0 #	LIUM	<5.00#		
NICKEL	<40.0 #	CADMIUM	<5.00#		
SILVER	<10.0 #	LEAD	<5.00#		
CHROM-IUM	<10.0 #	MERCURY SELEN-IUM	<0.20#		
CYANIDE	<10.0 #	IUM	<5.00#		
PHENOLS	<1.00#	THAL-LIUM	<10.0 #		

REMARKS - BILLS & RPTS: KFS

ALL RESULTS IN (MG/L) EXCEPT AS NOTED BY # (UG/L) OR % (PERCENT) AND
 T. COLI BACT. & FECAL COLI (MPN/100ML)
 COLOR, ODOR, TURBIDITY & PH (UNITS)
 AFC & FECAL STREP (COUNTS/ML)
 SPEC. COND. (UMHDS) SETT. SOLIDS(M/L)

DATE REPORTED 10/14/87

J. M. De...
 LABORATORY DIRECTOR

FIELD SAMPLING RECORD

SITE Photocircuits

JOB# KOLG 8801 FW

DATE 9/22/88

TIME 12:45

SAMPLE LOCATION MW-4 (Shallow - Creek)

SAMPLERS KIS/GJH

WEATHER 75°

DEPTH TO H2O 3.51'

MEAS. POINT 2' PVC - FUSL

STATIC H2O LEVEL 19.29'

STATIC VOLUME 3.14g

VOLUME H2O TO BE REMOVED 9.4g

EVACUATION TECHNIQUE:

BAILED

OF BAILS ^{sterile steel} dedicated ^{bails}

CENT. PUMP 20g removed

FLOW RATE

SUBM. PUMP

TIME PUMPED 5g bucket note

TRIP BLANK I.D. #

SAMPLE BLANK I.D. #

CONTAINERS FILLED AND I.D. #'S (2) 40 ml vials

SAMPLE CHARACTERISTICS: Very muddy at first - then clear

REFRIGERATION: Yes

DATE 9/22/88 TIME 12:50 COOLER # 1 of 1

FIELD PARAMETERS:

pH

TEMP

CONDUCTIVITY

3.41

493



HOLZMACHER, McLENDON & MURRELL, P.C.
CONSULTING ENGINEERS, ENVIRONMENTAL SCIENTISTS and PLANNERS

MELVILLE, N.Y.
FARMINGDALE, N.Y.
RIVERHEAD, N.Y.
FAIRFIELD, N.J.

FIELD SAMPLING RECORD

(2)

SITE Photocircuits

JOB# KCLG8801

DATE 11/8/88

TIME ~~10.~~ 11:30

SAMPLE LOCATION

MW-4

5

Ki ...

SAMPLERS

WEATHER .

DEPTH TO H2O 4.81

MEAS. POINT

STATIC H2O LEVEL

STATIC VOLUME

VOLUME H2O TO BE REMOVED

10 gal

20 pref.

EVACUATION TECHNIQUE:

X BAILED

10 gallons

OF BAILS

X CENT. PUMP

removed.

FLOW RATE

SUBM. PUMP

TIME PUMPED

TRIP BLANK I.D. #

FIELD BLANK I.D. #

CONTAINERS FILLED AND I.D. #'S (2) 40ml vials

SAMPLE CHARACTERISTICS: Muddy turbid

REFRIGERATION:

DATE

TIME

COOLER #

FIELD PARAMETERS: Taken at 10 gallons

pH

TEMP

CONDUCTIVITY

5.74

374

H2M

HOLZMACHER, McLENDON & MURRELL, P.C.
CONSULTING ENGINEERS, ENVIRONMENTAL SCIENTISTS and PLANNERS

BEVILLLE NY
FARMINGDALE NY
RIVERHEAD NY
FAIRFIELD NJ

ENVIRONMENTAL and INDUSTRIAL ANALYTICAL SERVICES

Photocircuits
Sea Cliff Avenue
Glen Cove, NY 11542

Sample Lab No. 868502
Date Collected: 9-23-88
Date Received: 9-23-88
Type: Groundwater Sample
Point: Well #4
Collected By: KFS 03

RESULTS FOR VOLATILE HALOGENATED ORGANICS

Compound	ug/l
Chloromethane	< 3
Bromomethane.	< 3
Vinyl chloride.	< 3
Dichlorodifluoromethane.	< 3
Chloroethane.	< 3
Methylene chloride.	< 3
Trichlorofluoromethane.	< 3
1,1-Dichloroethylene.	< 3
1,1-Dichloroethane.	< 3
* { Trans-1,2-dichloroethylene.	11
* { Cis-1,2-dichloroethylene.	
Chloroform.	< 3
1,1,2-Trichlorotrifluoroethane.	< 3
1,2-Dichloroethane.	< 2
1,1,1-Trichloroethane	< 3
Carbon tetrachloride.	< 3
Bromodichloromethane.	< 3
1,2-Dichloropropane	< 3
2,3-Dichloropropene	< 3
Cis-1,3-dichloropropene	< 3
Trichloroethylene	3
Chlorodibromomethane.	< 3
1,1,2-Trichloroethane	< 3
Trans-1,3-dichloropropene	< 3
Bromoform.	< 3
1,1,1,2-Tetrachloroethane.	< 3
* { Tetrachloroethylene.	6
* { 1,1,2,2-Tetrachloroethane.	
Chlorobenzene.	< 3
1,2-Dichlorobenzene.	< 3
1,3-Dichlorobenzene.	< 3
1,4-Dichlorobenzene.	< 3
VOLATILE NON-HALOGENATED ORGANICS	
Benzene	< 3
Toluene	< 3
Ethylbenzene.	< 3
1,3-Xylene.	< 3
1,4-Xylene.	< 3
1,2-Xylene.	< 3

*Reported value represents total.

Date Analyzed: 9-27-88

Date Reported: 10-3-88

* *John J. Molloy* *

John J. Molloy, P.E.
Laboratory Director

ENVIRONMENTAL and INDUSTRIAL ANALYTICAL SERVICES

Kollmanen Co.
31 Sea Cliff Ave.
Glen Cove, NY 11542

Sample Lab. No. 872157
Date Collected: 11-8-88
Date Received: 11-8-88
Type: Groundwater Sample
Point: Sta #7 MW #4 (25' Creek)
Photocircuit
Collected By: NPS 03

ANALYTICAL RESULTS FOR VOLATILE HALOGENATED ORGANICS

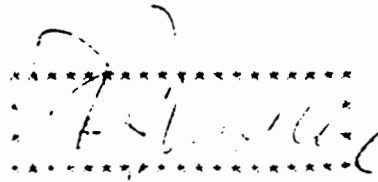
<u>Compound</u>	<u>ug/l</u>
Chloromethane	< 3
Bromomethane	< 3
Vinyl chloride	< 3
Dichlorodifluoromethane	< 3
Chloroethane	< 3
Methylene chloride	< 3
Trichlorofluoromethane	< 3
1,1-Dichloroethylene	< 3
1,1-Dichloroethane	< 3
* trans-1,2-dichloroethylene	< 3
cis-1,2-Dichloroethylene	< 3
Chloroform	< 3
1,1,2-Trichlorotrifluoroethane	< 3
1,2-Dichloroethane	< 3
1,1,1-Trichloroethane	< 3
Carbon tetrachloride	< 3
Bromodichloromethane	< 3
1,2-Dichloropropane	< 3
2,3-Dichloropropene	< 3
cis-1,3-Dichloropropene	< 3
Trichloroethylene	< 3
Chlorodibromomethane	< 3
1,1,2-Trichloroethane	< 3
trans-1,3-dichloropropane	< 3
Bromoform	< 3
1,1,1,2-Tetrachloroethane	< 3
Tetrachloroethylene	< 4
1,1,2,2-Tetrachloroethane	< 3
Chlorobenzene	< 3
1,2-Dichlorobenzene	< 3
1,4-Dichlorobenzene	< 3
1,3-Dichlorobenzene	< 3

VOLATILE NON-HALOGENATED ORGANICS

Benzene	< 3
Toluene	< 3
Ethylbenzene	< 3
1,3-Xylene	< 3
1,2-Xylene	< 3
1,4-Xylene	< 3

*Reported value represents total.

Date Analyzed: 11-15-88
Date Reported: 11-18-88



 John J. Molloy, R.E.
 Laboratory Director

H2M LABS, INC.

575 Broad Hollow Road, Melville, N.Y. 11747
 (516) 694-3040 FAX: (516) 694-4122

1A
 VOLATILE ORGANICS ANALYSIS DATA SHEET

EPA SAMPLE NO.

MW5

Lab Name: H2M Contract: NYSDEC
 Lab Code: H2M Case No.: CR0 SAS No.: SDG No.: 03
 Matrix: (soil/water) WATER Lab Sample ID: 9134834
 Sample wt/vol: 5.000 (g/mL) ML Lab File ID: P7642
 Level: (low/med) LOW Date Received: 12/ 6/91
 % Moisture: not dec. 100. Date Analyzed: 12/12/91
 Column: (pack/cap) CAP Dilution Factor: 1.00

CAS NO.	COMPOUND	CONCENTRATION UNITS: (ug/L or ug/Kg) UG/L	Q
74-87-3	-----Chloromethane	10.	U
74-83-9	-----Bromomethane	10.	U
75-01-4	-----Vinyl Chloride	10.	U
75-00-3	-----Chloroethane	10.	U
75-09-2	-----Methylene Chloride	5.	B
67-64-1	-----Acetone	10.	U
75-15-0	-----Carbon Disulfide	5.	U
75-35-4	-----1,1-Dichloroethene	20.	
75-34-3	-----1,1-Dichloroethane	4.	J
540-59-0	-----1,2-Dichloroethene (total)	65.	
67-66-3	-----Chloroform	5.	U
107-06-2	-----1,2-Dichloroethane	5.	U
78-93-3	-----2-Butanone	10.	U
71-55-6	-----1,1,1-Trichloroethane	32.	
56-23-5	-----Carbon Tetrachloride	5.	U
108-05-4	-----Vinyl Acetate	10.	U
75-27-4	-----Bromodichloromethane	5.	U
78-87-5	-----1,2-Dichloropropane	5.	U
10061-01-5	-----cis-1,3-Dichloropropene	5.	U
79-01-6	-----Trichloroethene	59.	
124-48-1	-----Dibromochloromethane	5.	U
79-00-5	-----1,1,2-Trichloroethane	5.	U
71-43-2	-----Benzene	5.	U
10061-02-6	-----trans-1,3-Dichloropropene	5.	U
75-25-2	-----Bromoform	5.	U
108-10-1	-----4-Methyl-2-Pentanone	10.	U
591-78-6	-----2-Hexanone	10.	U
127-18-4	-----Tetrachloroethene	66.	
79-34-5	-----1,1,2,2-Tetrachloroethane	5.	U
108-88-3	-----Toluene	5.	U
108-90-7	-----Chlorobenzene	5.	U
100-41-4	-----Ethylbenzene	5.	U
100-42-5	-----Styrene	5.	U
1330-20-7	-----Xylene (total)	5.	U

H2M LABS, INC.

575 Broad Hollow Road, Melville, N.Y. 11747
(516) 694-3040 FAX: (516) 694-4122
EPA SAMPLE NO.

VOLATILE ORGANICS ANALYSIS DATA SHEET TENTATIVELY IDENTIFIED COMPOUNDS

MW5

Lab Name: H2M

Contract: NYSDEC

Lab Code: H2M

Case No.: CRO

SAS No.:

SDG No.: 03

Matrix: (soil/water) WATER

Lab Sample ID: 9134834

Sample wt/vol: 5.000 (g/mL) ML

Lab File ID: P7642

Level: (low/med) LOW

Date Received: 12/ 6/91

% Moisture: not dec. 100.

Date Analyzed: 12/12/91

Column: (pack/cap) CAP

Dilution Factor: 1.00

Number TICs found: 1

CONCENTRATION UNITS:
(ug/L or ug/Kg) UG/L

CAS NUMBER	COMPOUND NAME	RT	EST. CONC.	Q
1.	- - UNKNOWN	15.75	5.	J
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				
25.				
26.				
27.				
28.				
29.				
30.				

H2M LABS, INC.

FORM I - IN

7/88

U.S. EPA - CLP

EPA SAMPLE NO.

1
INORGANIC ANALYSIS DATA SHEET

XXXXMW5

Lab Name: H2M LABS, INC.

Contract:

Lab Code: H2MLAB

Case No.: CRO03

SAS No.:

SDG No.: CRO003

Matrix (soil/water): WATER

Lab Sample ID: 9134834

Level (low/med): LOW

Date Received: 12/06/91

% Solids: 0.0

Concentration Units (ug/L or mg/kg dry weight): UG/L

CAS No.	Analyte	Concentration	C	Q	M
7429-90-5	Aluminum				NR
7440-36-0	Antimony				NR
7440-38-2	Arsenic				NR
7440-39-3	Barium				NR
7440-41-7	Beryllium				NR
7440-43-9	Cadmium				NR
7440-70-2	Calcium				NR
7440-47-3	Chromium				NR
7440-48-4	Cobalt				NR
7440-50-8	Copper	10.0	B		A
7439-89-6	Iron				NR
7439-92-1	Lead	3.9	B	W	F
7439-95-4	Magnesium				NR
7439-96-5	Manganese				NR
7439-97-6	Mercury				NR
7440-02-0	Nickel				NR
7440-09-7	Potassium				NR
7782-49-2	Selenium				NR
7440-22-4	Silver				NR
7440-23-5	Sodium				NR
7440-28-0	Thallium				NR
7440-62-2	Vanadium				NR
7440-66-6	Zinc				NR
	Cyanide				NR

Color Before: COLORLESS

Clarity Before: CLEAR

Texture:

Color After: COLORLESS

Clarity After: CLEAR

Artifacts:

Comments:

DATE REPORTED: JANUARY 9, 1991

S 0031



H2M LABS, INC.

Environmental Testing Laboratories
575 Broad Hollow Road, Melville, New York 11747-5076 • (516) 694-3040

LABORATORY REPORT

Water/Waste Water Laboratory • Hazardous Waste Laboratory • Air Testing Laboratory
Pilot Plant Studies and Other Analytical Services

LAB NO. 757105
PROJECT NO. PHIC 8701 LA

CLIENT'S NAME AND ADDRESS	TYPE OF SAMPLE - MISCELLANEOUS	DATE COLLECTED - 6/23/87	DATE RECEIVED - 6/23/87
PHOTOCIRCUITS	PHOTOCIRCUITS (LIQUID SAMPLES)		
SEA CLIFF AV	MONITORING WELLS		
GLEN COVF, NY 11542			

LAB NO.	SAMPLE ID INFORMATION	MANGA-NESE	COPPER	NICKEL	SILVER	CHROM-IUM	CYANIDE
757105	MW #1 1100 HRS	16.5	0.23	0.18	<0.02	0.17	<10.0 #
757106	MW #2 1145 HRS	1.50	0.05	<0.04	<0.02	0.04	<10.0 #
757107	MW #3 1400 HRS	14.2	0.35	0.46	<0.02	0.44	<10.0 #
757108	MW #4 1500 HRS	0.24	0.11	<0.04	<0.02	0.02	<10.0 #
757109	MW #5 1615 HRS	0.15	0.10	<0.04	<0.02	0.07	<10.0 #
757110	MW #6 1245 HRS	3.78	0.17	0.04	<0.02	0.12	<10.0 #

REMARKS - BILLS AND RPTS: KFS

ALL RESULTS IN (MG/L) EXCEPT AS NOTED BY # (UG/L) OR % (PERCENT) AND

1. COLI BACT. & FECAL COLI (MPN/100ML)

COLOR, ODOR, TURBIDITY & PH (UNITS)

AFC & FECAL STREFF (COUNTS/ML)

SPEC. CONT. (UHMOS) SPLIT. SOLIDS (ML/L)

DATE REPORTED 9/ 3/87

[Signature]
LABORATORY DIRECTOR

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Photocircuits
Sea Cliff Ave.
Glen Cove, NY 11542


Sample Lab No. 757103
Date Collected: 6-23-87
Date Received: 6-23-87
Type: Misc. - Liquid Sample
Point: MW #5 1615 Hrs.
Monitoring Well
Collected By: VH 03

RESULTS FOR VOLATILE HALOGENATED ORGANICS

Compound	ug/l
chloromethane	< 1
bromomethane	< 1
vinyl chloride	< 1
dichlorodifluoromethane.	< 1
chloroethane	< 1
methylene chloride	6
trichlorofluoromethane	< 1
1,1-dichloroethylene	2
1,1-dichloroethane	6
trans-1,2-dichloroethylene	
* cis-1,2-dichloroethylene	81
chloroform	< 1
1,1,2-trichlorotrifluoroethane. < 1	
1,2-dichloroethane:	< 1
1,1,1-trichloroethane.	2
carbon tetrachloride	< 1
bromodichloromethane	< 1
1,2-dichloropropane.	< 1
2,3-dichloropropene.	< 1
cis-1,3-dichloropropene.	< 1
trichloroethylene.	54
chlorodibromomethane	< 1
1,1,2-trichloroethane.	< 1
trans-1,3-dichloropropene.	< 1
bromoform.	< 1
1,1,1,2-tetrachloroethane.	< 1
* tetrachloroethylene.	34
1,1,2,2-tetrachloroethane.	
chlorobenzene.	< 1
1,3-dichlorobenzene.	< 1
1,2-dichlorobenzene.	< 1
1,4-dichlorobenzene.	< 1

*Reported value represents total.

Date Reported: 7-9-87

*  *

S.C. McLendon, P.E.
Laboratory Director

Photocircuits
Sea Cliff Avenue
Glen Cove, NY 11542

Sample Lab No. 760561
Date Collected: 09/02/87
Date Received: 09/03/87
Type: Misc.
Point: MW #5 (Deep)
Hr: 1005
Collected By: KFS 03
Conc./Dil. factor: 1.1 Conc: Low
Date Anal: 9/10/87

RESULTS FOR PRIORITY POLLUTANTS ANALYSIS
PURGEABLE ORGANICS

Scan #	C.A.S. Number		ug/l
	74-87-3	Chloromethane	10U
	74-83-9	Bromomethane	10U
	75-01-4	Vinyl Chloride	10U
	75-00-3	Chloroethane	10U
87	75-09-2	Methylene Chloride	11B
139	75-35-4	1,1-Dichloroethene	13
162	75-34-3	1,1-Dichloroethane	11
175	156-60-5	cis/trans-1,2-Dichloroethene	160
185	67-66-3	Chloroform	1J
	107-02-2	1,2-Dichloroethane	5U
226	71-55-6	1,1,1-Trichloroethane	8
	56-23-5	Carbon tetrachloride	5U
	75-27-4	Bromodichloromethane	5U
	70-87-5	1,2-Dichloropropane	5U
	10061-02-6	trans-1,3-Dichloropropene	5U
286	79-01-6	Trichloroethene	7B
	124-48-1	Dibromochloromethane	5U
	79-00-5	1,1,2-Trichloroethane	5U
297	71-43-2	Benzene	1J
	10061-01-5	cis-1,3-Dichloropropene	5U
	110-75-6	2-Chloroethylvinylether	10U
	75-25-2	Bromoform	5U
398	127-18-4	Tetrachloroethene	62
	79-34-5	1,1,2,2-Tetrachloroethene	5U
426	108-88-3	Toluene	12B
	108-90-7	Chlorobenzene	5U
	100-41-4	Ethylbenzene	5U
	541-72-1	1,3-Dichlorobenzene	5U
	95-50-1	1,2-Dichlorobenzene	5U
	106-46-7	1,4-Dichlorobenzene	5U

Date Reported: 10/08/87

*
* *S.C. McLendon* *
*

S.C. McLendon, P.E.
Laboratory Director



575 Broad Hollow Road, Melville, New York 11747-5076 • (516) 694-3040

Water/Waste Water Laboratory • Hazardous Waste Laboratory • Air Testing Laboratory
Pilot Plant Studies and Other Analytical Services



Environmental Testing Laboratories

LABORATORY REPORT

LAB NO. 760562

PROJECT NO. PHIC 8201 LA

TYPE OF SAMPLE - MISCELLANEOUS COLLECTED BY KFS 03

DATE COLLECTED - 9/ 2/87 DATE RECEIVED - 9/ 3/87

SAMPLE IN #HW #5 (DEEP)
1005 HRS.
(METALS SAMPLE FILTERED UPON RECEIPT AT LABORATORY)

CLIENT'S NAME AND ADDRESS
PHOTOCIRCUITS
SEA CLIFF AV
GLENN COVE, NY 11542

PARAM-ETER	RESULT	PARAM-ETER	RESULT	PARAM-ETER	RESULT
CHLOR-IDE	21.0	AMMONIA (NH3-N)	0.21	ZINC	<20.0 # NE
IRON	30.0 #	ANTI-MONY	<60.0 #	NO2-N + NO3-N	5.40
HANGA-NESE	<20.0 #	ARSENIC	<10.0 #		
		BERYL-			
COPPER	<25.0 #	LIUM	<5.00 #		
NICKEL	<40.0 #	CADMIUM	<5.00 #		
SILVER	<10.0 #	LEAD	<5.00 #		
CHROM-IUM	<10.0 #	MERCURY	0.50 #		
		SELEN-IUM	<5.00 #		
CYANIDE	<10.0 #	THAL-IUM	<20.0 #		
PHENOLS	<1.00 #	LIUM	<20.0 #		

REMARKS - BILLS & RPTS: KFS

ALL RESULTS IN (MG/L) EXCEPT AS NOTED BY # (UG/L) OR % (PERCENT) AND
T.COLI BACT. & FECAL COLI (MPN/100ML)
COLOR, ODOR, TURBIDITY & PH (UNITS)
APC & FECAL STREP (COUNTS/ML)
SPEC. COND. (UMHOS) SETT. SOLIDS (ML/L)

DATE REPORTED 10/14/87

J. M. De...
LABORATORY DIRECTOR

ENVIRONMENTAL and INDUSTRIAL ANALYTICAL SERVICES

Photocircuits
Sea Cliff Avenue
Glen Cove, NY 11542

Sample Lab No. 868503
Date Collected: 9-23-88
Date Received: 9-23-88
Type: Groundwater Sample
Point: Well #5
Collected By: KFS 03

RESULTS FOR VOLATILE HALOGENATED ORGANICS

Compound	ug/l
Chloromethane	< 3
Bromomethane	< 3
Vinyl chloride	< 3
Dichlorodifluoromethane	< 3
Chloroethane	< 3
Methylene chloride	< 3
Trichlorofluoromethane	< 3
1,1-Dichloroethylene	3
1,1-Dichloroethane	17
* { Trans-1,2-dichloroethylene	330
Cis-1,2-dichloroethylene	
Chloroform	< 3
1,1,2-Trichlorotrifluoroethane	< 3
1,2-Dichloroethane	< 3
1,1,1-Trichloroethane	4
Carbon tetrachloride	< 3
Bromodichloromethane	< 3
1,2-Dichloropropane	< 3
2,3-Dichloropropene	< 3
Cis-1,3-dichloropropene	< 3
Trichloroethylene	140
Chlorodibromomethane	< 3
1,1,2-Trichloroethane	< 3
Trans-1,3-dichloropropene	< 3
Bromoform	< 3
1,1,1,2-Tetrachloroethane	< 3
* { Tetrachloroethylene	78
1,1,2,2-Tetrachloroethane	
Chlorobenzene	< 3
1,2-Dichlorobenzene	< 3
1,3-Dichlorobenzene	< 3
1,4-Dichlorobenzene	< 3

VOLATILE NON-HALOGENATED ORGANICS

Benzene	< 3
Toluene	< 3
Ethylbenzene	< 3
1,3-Xylene	< 3
1,4-Xylene	< 3
1,2-Xylene	< 3

*Reported value represents total.

Date Analyzed: 9-27-88

Date Reported: 10-3-88

* *John J. McIlroy* *

John J. McIlroy, P.E.
Laboratory Director

ENVIRONMENTAL and INDUSTRIAL ANALYTICAL SERVICES

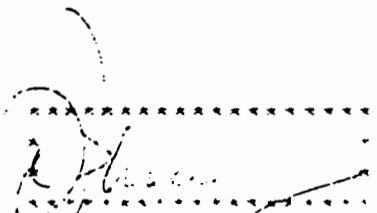
Kollmorgen Co.
31 Sea Cliff Ave.
Glen Cove, NY 11542

Sample Lab No. 872162
Date Collected: 11-8-88
Date Received: 11-8-88
Type: Groundwater Sample
Point: Sta #12 MWH5 (Deep Creek)
Photocircuit
Collected By: KFS 03

ANALYTICAL RESULTS FOR VOLATILE HALOGENATED ORGANICS

Compound	ug/l
Chloromethane	< 3
Bromomethane	< 3
Vinyl chloride	< 3
Dichlorodifluoromethane	< 3
Chloroethane	< 3
Methylene chloride	< 3
Trichlorofluoromethane	< 3
1,1-Dichloroethylene	4
1,1-Dichloroethane	8
*trans-1,2-dichloroethylene	
cis-1,2-Dichloroethylene	150
Chloroform	< 3
1,1,2-Trichlorotrifluoroethane	< 3
1,2-Dichloroethane	< 3
1,1,1-Trichloroethane	3
Carbon tetrachloride	< 3
Bromodichloromethane	< 3
1,2-Dichloropropane	< 3
2,3-Dichloropropene	< 3
cis-1,3-Dichloropropene	< 3
Trichloroethylene	85
Chlorodibromomethane	< 3
1,1,2-Trichloroethane	< 3
trans-1,3-dichloropropane	< 3
Bromoform	< 3
1,1,1,2-Tetrachloroethane	< 3
Tetrachloroethylene	24
1,1,2,2-Tetrachloroethane	< 3
Chlorobenzene	< 3
1,2-Dichlorobenzene	< 3
1,4-Dichlorobenzene	< 3
1,3-Dichlorobenzene	< 3
VOLATILE NON-HALOGENATED ORGANICS	
Benzene	< 3
Toluene	< 3
Ethylbenzene	< 3
*1,3-Xylene	10
1,4-Xylene	
1,2-Xylene	

*Reported value represents total.
Date Analyzed: 11-15-88
Date Reported: 11-18-88


 John J. Molloy, P.E.
 Laboratory Director

FIELD SAMPLING RECORD

SITE Photocourts

JOB# KOLG EPA TLU

DATE 9/22/88

TIME 4:55 pm

SAMPLE LOCATION HW #5 (Dcap - Creek)

SAMPLERS KES/GTH

WEATHER 75°

DEPTH TO H2O 9.65'

MEAS. POINT 2" PVC - Flush

STATIC H2O LEVEL 90.08'

STATIC VOLUME 16.25

VOLUME H2O TO BE REMOVED 4.29

EVACUATION TECHNIQUE:

BAILED 25g toward

OF BAILS Stainless steel
dedrained

CENT. PUMP then bailed

FLOW RATE boiler

SUBM. PUMP dry

TIME PUMPED

TRIP BLANK I.D. #

SAMPLE BLANK I.D. #

CONTAINERS FILLED AND I.D. #'S (2) 40 ml vials

SAMPLE CHARACTERISTICS: Chemc

REFRIGERATION: Yes

DATE 9/22/88 TIME 5:00 COOLER # 1 of 1

FIELD PARAMETERS: every 5 gallons

pH

TEMP

CONDUCTIVITY

3.88 / 7.17 / 4.67 / 7.00

275 / 275 / 276 / 272



HOLZMACHER, McLENDON & MURRELL, P.C.
CONSULTING ENGINEERS, ENVIRONMENTAL SCIENTISTS and PLANNERS

MELVILLE, N.Y.
FARMINGDALE, N.Y.
RIVERHEAD, N.Y.
FAIRFIELD, N.J.

FIELD SAMPLING RECORD

②

SITE Photocircuits

JOB# KCLG 8801

DATE 11/8/88

TIME 10

SAMPLE LOCATION

MW-5 D

90-100

SAMPLERS

WEATHER

X DEPTH TO H2O ^{5+ .88} 5.88 MEAS. POINT Top of casing

STATIC H2O LEVEL

STATIC VOLUME

VOLUME H2O TO BE REMOVED 50g

EVACUATION TECHNIQUE:

BAILED

OF BAILS

CENT. PUMP

FLOW RATE

SUBM. PUMP

TIME PUMPED

TRIP BLANK I.D. #

FIELD BLANK I.D. #

CONTAINERS FILLED AND I.D. #'S

SAMPLE CHARACTERISTICS:

REFRIGERATION:

DATE

TIME

COOLER #

FIELD PARAMETERS: - every 5 gallon pH/COND

* pH

TEMP

* CONDUCTIVITY μS

6.30/5.93/5.50/5.02/5.48/5.20 251/249/270/270/260/270

H2M

HOLZMACHER, McLENDON & MURRELL, P.C.
CONSULTING ENGINEERS, ENVIRONMENTAL SCIENTISTS and PLANNERS

DE VILLE ST
FARMINGDALE, NY
RIVERHEAD NY
FAIRFIELD NJ

4.99/

412

200/

OFFICES OF THE UNDERSIGNED

ONE EXECUTIVE BOULEVARD
YONKERS, N. Y. 10701
TELEPHONE - 914-965-3990

OCT 2 1995

September 29, 1995

NYS Department of Health
Bureau of Environmental Investigation
2 University Place
Room 205
Albany, New York 12203-3313

Attention: Mr. Steven Bates

Re: 45 Seacliff Avenue
Glen Cove
Nassau County, New York

Dear Mr. Bates:

Mr. Hayden Brewster of NYSDEC has requested that I forward to you 2 copies of the attached report entitled "Response to March 1994 Nassau County Health Department Report and also a summary prepared by Vollmuth & Brush, for your review and appropriate action.

It is our opinion that upon review of the report, you will find that the subsurface soil condition on our site is not contaminated and therefore there is no pathway of contaminated soil to the groundwater.

Based upon your review, you are respectfully requested to advise Mr. Brewster of your findings.

Very truly yours,

ENAL DEVELOPMENT CORP.



Thomas F. Perna

TFP:kd
Enclosures
cc: Mr. Hayden Brewster

OFFICES OF THE UNDERSIGNED

ONE EXECUTIVE BOULEVARD

YONKERS, N. Y. 10701

TELEPHONE - 914-965-3990

September 29, 1995

Mr. Peter J. Witkowski
Director of Hazardous Waste Services
Nassau County Dept. of Public Works
~~425 Salisbury Park Dr.~~
~~Westbury, New York 11590~~

→ 170 Co. Hazardous Waste Control
451 Seacliff Ave. Westbury, NY 11590

10/11/95
10/11/95

Re: 45 Seacliff Avenue
Glen Cove
Nassau County, New York

Dear Peter:

Hayden Brewster of the NYSDEC has requested that I forward you a copy of the attached report for your review and appropriate action.

In conjunction with the report entitled "Response to March 1994 Nassau County Health Department Report" is a summary prepared by Vollmuth & Brush (copies of which are also attached,) which, in my opinion, clearly indicates that the subsurface soil condition on our site was not contaminated and therefore there is no pathway of contaminated soil to the groundwater.

Based upon our meeting of September 20, 1994, (I am sorry it has taken so long for me to get back to you), you indicated that if we could confirm that there is no pathway of any pollutant from the surface of our site to the groundwater, you would not have recommended our site be listed. Hoping the report confirms my opinion.

You are respectfully requested to review the attached reports and forward your findings to Hayden Brewster pursuant to his request.

Very truly yours,

ENAL DEVELOPMENT CORP.



Thomas F. Perna

TFP:kd
Enclosures

New York State Department of Environmental Conservation
50 Wolf Road, Albany, New York 12233-7010



Michael Zagata
Commissioner

September 27, 1995

Thomas F. Perna, Vice President
ENAL Development Corp.
One Executive Blvd.
Yonkers, NY 10701

Re: 45 Seacliff Avenue
Glen Cove, Nassau County, NY

Dear Mr. Perna:

I have received your September 14, 1995 letter which, I believe, accurately summarizes the discussions and agreements of our September 8, 1995 meeting.

This office has already requested missing monitoring well information from Photocircuits, which, if provided, will help answer whether contaminants moved from Photocircuits property to contaminate groundwater under your facility. We will share any information with you that may be forthcoming from this request.

Your letter indicates that you were to attach the summary of a report which indicates that the subsurface soils at your site are not contaminated. Be advised, we did not receive any attachments with your letter. Please forward another attachment to us.

Should you have any questions regarding this matter, please contact Mr. Hayden Brewster at (518) 457-0639.

Sincerely,

A handwritten signature in black ink that reads "Robert Marino".

Robert Marino
Chief
Site Control Section
Bureau of Hazardous Site Control
Div. of Hazardous Waste Remediation

cc: J. Swartwout
H. Brewster

OFFICES OF THE UNDERSIGNED

ONE EXECUTIVE BOULEVARD
YONKERS, N. Y. 10701
TELEPHONE - 914-965-3990

September 26, 1995

New York State Department of Environmental Conservation
Bureau of Hazardous Site Control
50 Wolf Road
Albany, New York 12233-7010

RECEIVED
SEP 28 1995

Attention: Mr. Hayden Brewster

Re: 45 Seacliff Avenue
Glen Cove
Nassau County New York

Handwritten note: 45 Seacliff Ave, Glen Cove, NY

Dear Mr. Brewster:

Reference is made to our telephone conversation of September 25, 1995 during which you advised me that you did not receive a copy of the attachment, as outlined in my letter to Mr. Marino on September 14, 1995.

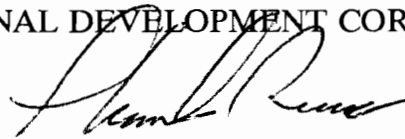
Attached herewith are three (3) copies each of said attachment for your use and distribution.

Pursuant to your request I will be forwarding a copy of the report, prepared by Vollmuth & Brush, our consultant engineers, to Peter Witkowski and to NYS Department of Health, Bureau of Environmental Investigation, 2 University Place, Room 205, Albany, New York 12203-3313, Attention: Mr. Steven Bates.

If you should have any further questions or need any further information please feel free to contact me.

Very truly yours,

ENAL DEVELOPMENT CORP.



Thomas F. Perna
Vice President

TFP:kd

cc: Mr. Robert L. Marino


September 11, 1995

130053A

J. Swartwout -

Re our meeting of Friday September 8 re the PASS & SEYMOUR potential site #130053A, herewith is a draft cover letter + information demand suitable to the situation which I have prepared for your use from information provided by H. Brewster; whenever its convenient I can provide it on a diskette to be finalized.


- J. Eckl

cc: C. Sullivan,  Marino

=====
{month} {day}, 1995

CERTIFIED MAIL RETURN RECEIPT REQUESTED

Photocircuits Corporation
Att'n: Chief Executive Officer
31 Sea Cliff Avenue
Glen Cove, New York 11542-_____

Dear Sir / Madame:

Enclosed please find a discovery demand pursuant to Environmental Conservation Law Article 27, Title 13. Questions may be directed to me by mail at the above address or by telephone at (518)457-0639.

Very truly yours,

{J. B. Swartwout sig bloc}

cc: Morgan, Lewis & Bockius
Att'n: Mark C. Pennington, Esq.

New York, New York 10178-0060

=====
STATE OF NEW YORK
DEPARTMENT OF ENVIRONMENTAL CONSERVATION

In the Matter of

PHOTOCIRCUITS CORPORATION Demand

inactive hazardous waste
disposal site # 130009

To: Chief Executive Officer of Photocircuits Corporation

Please Take Notice, that, pursuant to Environmental Conservation Law § 27-1307.1, the undersigned as the designee of the Commissioner of Environmental Conservation requests that you furnish information hereinafter specified to the Division of Hazardous Waste Remediation, Attention: John B. Swartwout, at 50 Wolf Road, Albany, New York 12233-7010, in writing, not later than October 13, 1995. *This allows a month: a different deadline can be used, tho*

Please Take Further Notice, that pursuant to Environmental Conservation Law § 27-1307.3, the information to be furnished pursuant hereto shall be considered a "written instrument" as defined in Penal Law § 175.00.3 and the furnishing of false information may expose you to prosecution under Penal Law §§ 175.30, 175.35.

The specific information to be furnished pursuant hereto is as follows, and as used herein the term "hazardous waste" has the meaning ascribed by §§ 371.1 *et seq.* of Title 6 of the Official Compilation of Codes, Rules and Regulations of this State:

1. Provide a description of any and all testing and/or monitoring heretofore undertaken at and near the PHOTOCIRCUITS CORPORATION inactive hazardous waste disposal site # 130009.

2. Provide a description of any significant health or environmental problems known or suspected to exist at and near the PHOTOCIRCUITS CORPORATION inactive hazardous waste disposal site # 130009.

3. Particularly, with respect to all borings and/or wells located within a one hundred (100) meter radius of the southwest corner of the buiding designated "Butler number 3" at the PHOTOCIRCUITS CORPORATION inactive hazardous waste disposal site # 130009 which were installed for the purpose of monitoring known or suspected environmental problems at and near such site, provide the results of any and all analyses of soil and/or groundwater samples collected from such borings and/or wells.

3.1. Provide the results of any and all analyses of soil samples collected from boring "B-7" from the date of installation to the present.

3.2. Provide the results of any and all analyses of soil samples collected from boring "B-8" from the date of installation to the present.

3.3. Provide the results of any and all analyses of

groundwater samples collected from well "MW-1" from the date of installation to the present.

Please Take Further Notice, that, pursuant to Environmental Conservation Law § 27-1309.1, the undersigned as the designee of the Commissioner of Environmental Conservation further requests that you permit any officer or employee of the Department to have access to and to copy all records appertaining to the information furnished pursuant hereto, and as used herein the term "records" includes without limitation business records, employee interview notes and summaries, field notes, field sketches and photographs.

Please Take Further Notice, that the failure to furnish information or to permit access pursuant hereto may expose you to prosecution under Environmental Conservation Law § 71-2705 and § 375-1.2, (a)-(b), of Title 6 of the Official Compilation of Codes, Rules and Regulations of this State.

Please Take Further Notice, that the Department reserves the right to request further information relevant to the instant investigation.

Dated: {month} {day}, 1995.

{J. B. Swartwout sig bloc}

11/3/12

Meeting at NY - DEC

Re: [unclear] [unclear] [unclear]

Jim Mikety
Thomas F. PERNA
Dagald Markowitz
Richard Barber
Richard E. Luband

Joan A. Sianowski

Hayden Brewster
John Swartwout
J. H. ECKL
Bob MARINO

Poss. & Seymour Atty

EWAL

Fleming & Madala Atty

ERM

Rosenman & Cohen, LLP

LSac Slater DeWittmore LLP

Poss. & Seymour
Harcick & Estabrook

DEC / DHWR

DEC / DHWR

DEC OFC. OF GEN'L COUNSEL 5184574347

DEC / DHWR



SITE INVESTIGATION INFORMATION

1. SITE NAME Pass and Seymour	2. SITE NUMBER 130053 A	3. TOWN/CITY/VILLAGE Oyster Bay	4. COUNTY Nassau												
5. REGION 1	6. CLASSIFICATION CURRENT PROPOSED 2 MODIFY														
7. LOCATION OF SITE (Attach U.S.G.S. Topographic Map showing site location) a. Quadrangle Sea Cliff and Hicksville b. Site Latitude <u>40° 51' 6" N</u> Site Longitude <u>73° 37' 23" W</u> c. Tax Map Numbers Section 21, Block S, Lots 844, 895A, 895B, 896, 897 and 898 d. Site Street Address <u>45 Sea Cliff Avenue, Glen Cove, New York 11542</u>															
8. BRIEFLY DESCRIBE THE SITE (Attach site plan showing disposal/sampling locations) Pass and Seymour (formerly Slater Electric) currently manufactures injection molded plastic components for electronic applications. The facility, located on the south side of the road, is bordered by several small businesses to the west, Glen Cove Creek to the east and Photocircuits Corporation to the south. It is part of the Sea Cliff Avenue Industrial Area. The site is occupied by two buildings, the larger of which houses production, storage and office space. The smaller building is situated in the southwest corner of the property. a. Area <u>7.96 acres</u> -. EPA ID Number _____ c. Completed <input type="checkbox"/> Phase I <input checked="" type="checkbox"/> Phase II <input type="checkbox"/> PSA <input type="checkbox"/> RI/FS <input type="checkbox"/> PA/SI <input type="checkbox"/> Other															
9. Hazardous Waste Disposed (Include EPA Hazardous Waste Numbers) Tetrachloroethene (F001)															
10. ANALYTICAL DATA AVAILABLE a. <input type="checkbox"/> Air <input checked="" type="checkbox"/> Groundwater <input checked="" type="checkbox"/> Surface Water <input type="checkbox"/> Sediment <input checked="" type="checkbox"/> Soil <input type="checkbox"/> Waste <input type="checkbox"/> Leachate <input type="checkbox"/> EPTox <input type="checkbox"/> TCLP b. Contravention of Standards or Guidance Values Groundwater (µg/l) <table style="width:100%; margin-top: 10px;"> <thead> <tr> <th></th> <th style="text-align: center;"><u>Values</u></th> <th style="text-align: center;"><u>NYS Class GA Standard</u></th> </tr> </thead> <tbody> <tr> <td>Tetrachloroethene</td> <td style="text-align: center;">150</td> <td style="text-align: center;">5</td> </tr> <tr> <td>Trichloroethene</td> <td style="text-align: center;">100</td> <td style="text-align: center;">5</td> </tr> <tr> <td>1,2-Dichloroethene</td> <td style="text-align: center;">21</td> <td style="text-align: center;">5</td> </tr> </tbody> </table>					<u>Values</u>	<u>NYS Class GA Standard</u>	Tetrachloroethene	150	5	Trichloroethene	100	5	1,2-Dichloroethene	21	5
	<u>Values</u>	<u>NYS Class GA Standard</u>													
Tetrachloroethene	150	5													
Trichloroethene	100	5													
1,2-Dichloroethene	21	5													
11. CONCLUSION <i>Tetrachloroethene was used in the company's production facility {~4,500 gallons/year}, and was stored on the premises. It has also been found in the on-site soil, and in the groundwater {directly downgradient of their drum/tank storage area}, at concentrations well above its applicable standard. As shown above, its breakdown products have also been detected. No other upgradient source for this contamination has been uncovered. Hazardous waste disposal at this site has affected the underlying sole source aquifer, and is presenting a significant threat to the environment.</i>															
12. SITE IMPACT DATA a. Nearest Surface Water: Distance <u>75 ft.</u> Direction <u>Northeast</u> Classification <u>D</u> b. Nearest Groundwater: Depth <u>7.87 ft.</u> Flow Direction <u>Northeast</u> <input checked="" type="checkbox"/> Sole Source <input type="checkbox"/> Primary <input type="checkbox"/> Principal c. Nearest Water Supply: Distance <u>775 ft.</u> Direction <u>Northeast</u> Active <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No d. Nearest Building: Distance <u>50 ft.</u> Direction <u>North</u> Use <u>Industrial</u> e. In State Economic Development Zone? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N i. Controlled Site Access? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N f. Crops or livestock on site? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N j. Exposed hazardous waste? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N g. Documented fish or wildlife mortality? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N k. HRS Score _____ h. Impact on special status fish or wildlife resource? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N l. For Class 2: Priority Category <u>1</u>															
13. SITE OWNER'S NAME Enal Development Corp.	14. ADDRESS 45 Sea Cliff Avenue, Glen Cove, New York 11542		15. TELEPHONE NUMBER (516) 671-7000												
16. PREPARER <i>Hayden Brewster</i> July 28th 1995 Signature Date Hayden Brewster, Environmental Engineer 2, BHSC/EIS Name, Title, Organization		17. APPROVED _____ Signature Date Name, Title, Organization													

9/8/95 (Friday)

Meeting at NYS/DEC

Re: Slater/Pass/Enal - Glen Cove

Jim Miletz
Thomas F. PERNA
Donald Markowitz
Richard Barkour
Richard G. Leland

Doreen A. Siannos

Hayden Brewster
John Swartwout
J. H. ECKL
Bob MARINO

Pass & Seymour Atty

SWAL

Flower & Mendelie Atty

ERM

Rosenman & Colia, LLP

(See Slater Development Corp)

Pass & Seymour
Hancock & Estabrook

DEC /DHWR

DEC /DHWR

DEC OFC. OF GEN'L COUNSEL 5784574347

DEC / DHWR



New York State Department of Environmental Conservation

MEMORANDUM

TO: Bob Marino
FROM: John Swartwout *JS*
SUBJECT: Sea Cliff Avenue Industrial Area, ID #130053
DATE: August 2, 1995

Attached is the third and last Class 2 listing package to result from our investigation of the subject "P" site. The 3 proposed Registry sites are:

#130009	Photocircuits Corp. (D1 to 2; approved)
#130053A	Pass and Seymour (new 2; recently submitted)
#130053B	Pall Corporation (new 2; attached)

At the time sites #130053A and 130053B are added to the Registry, #130053 should be "retired" as a "P" site. I believe D3 would be the appropriate designation. Please let me know when that happens so I can update my database.

Attachment

cc: A. Shah

bcc: H. Brewster
J. Swartwout
JS

JS/ck



VOLLMUTH & BRUSH

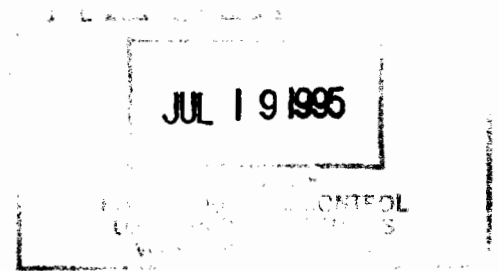
200 BLUE POINT AVENUE
BLUE POINT, NEW YORK 11715-1204

Environmental Engineering & Land Surveying

TEL 516-363-2683 • 212-775-0988

FAX 516-363-2062

Hayden Brewster
N.Y.S.D.E.C.
50 Wolf Road
Room 20
Albany, NY 12233-7010



RE: 45 Seacliff Avenue, Site No. 130053

Dear Mr. Brewster:

Pursuant to our conversations I have enclosed copies of the relevant Figures and Tables contained in the report entitled Engineering Investigations at Inactive Hazardous Waste Sites Preliminary Site Assessment prepared by the Nassau County Department of Public Works, March 1994. Please note the following regarding this information:

Figure 1:

Indicates Photocircuits Corp. operated an Industrial Diffusion Well approximately 200 feet south of the location of Pass and Seymour Monitoring Well MW-1S. Please note that this figure does not report the location of Photocircuits Monitoring Well MW -1.

Figure 13:

This figure, entitled "Pass & Seymour Soil Boring Locations", provides the information regarding the location of Photocircuits Monitoring Well MW-1. The Photocircuits Monitoring Well is located south of the Pass & Seymour Well.

Table 2:

This Table is entitled "Sea Cliff Avenue Industrial Area Existing Groundwater Monitoring Wells With Groundwater Elevations 7/27/93". The Table includes the following note regarding Photocircuits Inc. MW-1 "Well Could Not be Located".

Figure 10:

This Figure entitled "Site Plan Photocircuits" provides information regarding soil bore locations. Please note the locations of soil bores B-7 and B-8. These soil bores are located directly south of Pass & Seymour Well MW-1S.

Page 59, Section 5.1.1

This section notes the following:

"Soil quality at the Photocircuits site was determined by reviewing soil sampling data which was collected by H2M consultants in 1986 and supplied by the attorneys along with the 1992 Source Area Investigation. Soil sampling data from nine borings was reviewed and is provided in Table 6. Up to thirteen borings may have been drilled on the Photocircuits site in the summer of 1986. However, sampling data was provided for only those borings presented in the table."

Table 6:

This table is entitled "Photocircuits Corporation Volatile Organic Analysis Summary Soil". Please note that soil bore data for locations B-7 and B-8 are not included. Presumably the data on these two soil bore locations was not "supplied by the attorneys". These two soil bores are immediately upstream of Pass & Seymour Well MW-1S.

Table 7:

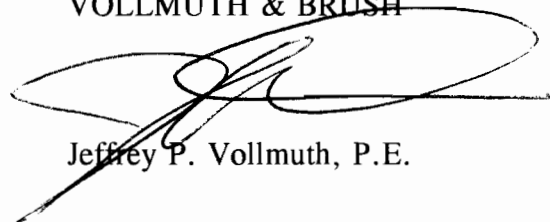
This table is entitled "Photocircuits Corporation Volatile Organic Analysis Summary Groundwater". Please note that data regarding Photocircuits Monitoring Well MW-1 which is immediately upstream of Pass & Seymour Well MW-1S is not provided.

It is my opinion that the statement made in the Preliminary Site Assessment that there is no upstream contamination source for groundwater contamination detected in Pass & Seymour Well MW-1S is not correct. Soil sample locations and monitoring data for the Photocircuits locations immediately south of Pass & Seymour were not provided. It should be noted that based on recent site visits to the property, Photocircuits has constructed a new building apparently on top of the missing data locations. In addition, based on conversations with the Nassau County Department of Public Works the data regarding Pass & Seymour Soil Bore Location S-4 was also apparently not supplied by Photocircuits. The report should have stated that a dilution of sample S-4 performed to bring the sample within range indicates a concentration of < 650 ppb. Instead of reporting this fact the Report provides an estimated concentration of 2,300 ppb and

concludes that the soil is above the 1.4 ppm NYSDEC "cleanup objective". If the County had the dilution data available at the time of report preparation it would have indicated that the 2,300 ppb estimate was grossly inaccurate. My office has submitted two reports discussing the Pass & Seymour Property. The most recent report entitled Response to March 1994 Nassau County Health Department Report as Referable to Property Located at 45 Sea Cliff Avenue Glen Cove, New York dated 1/25/95 provides additional soil sampling data in the immediate vicinity of S-4. These data indicate that the area is not contaminated.

In conclusion the rationale utilized to propose that the Pass & Seymour site be classified as "Class 2" is not supported by actual conditions at the property. I would appreciate discussing this property and the reports submitted at a meeting to be held at your convenience. If you have any questions please contact me immediately.

VOLLMUTH & BRUSH

A handwritten signature in black ink, appearing to read 'Jeffrey P. Vollmuth', is written over the printed name below. The signature is fluid and cursive, with a large loop at the end.

Jeffrey P. Vollmuth, P.E.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
50 Wolf Road, Albany, New York 12233



*Langdon Marsh
Commissioner*

FEB 14 1995

Mr. Richard G. Leland
Attorney at Law
Rosenman & Colin
575 Madison Avenue
New York, New York 10022-2585

Dear Mr. Leland:

Re: 45 Sea Cliff Avenue, Site #130053
Glen Cove, New York

We have received your letter of February 6, 1995 and the report dated January 25, 1995 concerning the above-referenced property. We will review the information and will consider it when making any decision regarding listing of the site.

Sincerely,

Michael J. O'Toole, Jr.
Director
Division of Hazardous Waste Remediation

bcc: M. O'Toole (2)
C. Goddard
E. Barcomb
J. Swartwout
H. Brewster
[Redacted]

HB/ck

TS201

ROSENMAN & COLIN

575 MADISON AVENUE, NEW YORK, NY 10022-2585

PHONE (212) 940-8800
TELECOPIER (212) 940-8776
TELEX 427571 RUSCOL (NY)
971520 RCFLC NYK (W.U.)

SAMUEL I. ROSENMAN ((696)1973)
RALPH F. COLIN ((900)985)

WASHINGTON OFFICE
1300 19TH STREET, N.W.
WASHINGTON, D.C. 20036
TELEPHONE (202) 463-7177

February 6, 1995

RICHARD G. LELAND
(212) 940-8700

Via Airborne Express

Michael J. O'Toole, Jr., P.t., Director
Division of Hazardous Waste Remediation
New York State Department of
Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

Re: 45 Sea Cliff Avenue
Glen Cover, New York (the "Site")

Dear Mr. O'Toole:

On behalf of our client, Slater Development Corp., and on behalf of Enal Development Corporation and pass & Seymour Legrand, Inc., I enclose herewith a January 25, 1995 report from Vollmuth & Brush, entitled "Response to March 1994 Nassau County Health Department Report as Referable to Property Located at 45 Sea Cliff Avenue, Glen Cove, New York."

The enclosed report, when read with our prior submissions, demonstrates that the Nassau County Department of Health is incorrect in its conclusion that the Site is a contributor to a regional plume of halogenated hydrocarbons. Based upon this report and the data previously submitted on behalf of our clients, we believe it would be inappropriate to list the referenced site on the New York State Registry of Inactive Hazardous Waste Sites.

If you need further information regarding this matter, please contact me at your earliest convenience.

Very truly yours,

Richard G. Leland
Richard G. Leland

RGL/rlr
Enclosure

cc: John B. Swartwout, P.E. (w/encls.)
Howard A. Schneider, Esq. (w/o encls.)
Doreen Simmons, Esq. (w/o encls.)
Donald Markowitz, Esq. (w/o encls.)

Earl review up 2-8
Pls draft response
ASAP

ML

ROSENMAN & COLIN

575 MADISON AVENUE, NEW YORK, NY 10022-2585

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CABLE ROCOKAY NEWYORK
TELECOPIER (212) 940-8776
(212) 935-0679
TELEX 427571 ROSCOL (ITT)
971520 RCFLC NYK (W.U.)

SAMUEL I. ROSENMAN (1896-1973)
RALPH F. COLIN (1900-1985)

WASHINGTON OFFICE
1300 19TH STREET, N. W.
WASHINGTON, D. C. 20036
TELEPHONE (202) 463-7177

February 6, 1995

RICHARD G. LELAND
(212) 940-8700

Via Airborne Express

Michael J. O'Toole, Jr., P.t., Director
Division of Hazardous Waste Remediation
New York State Department of
Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

Re: 45 Sea Cliff Avenue
Glen Cover, New York (the "Site")

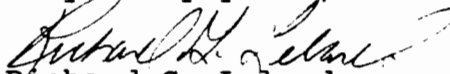
Dear Mr. O'Toole:

On behalf of our client, Slater Development Corp., and on behalf of Enal Development Corporation and pass & Seymour Legrand, Inc., I enclose herewith a January 25, 1995 report from Vollmuth & Brush, entitled "*Response to March 1994 Nassau County Health Department Report as Referable to Property Located at 45 Sea Cliff Avenue, Glen Cove, New York.*"

The enclosed report, when read with our prior submissions, demonstrates that the Nassau County Department of Health is incorrect in its conclusion that the Site is a contributor to a regional plume of halogenated hydrocarbons. Based upon this report and the data previously submitted on behalf of our clients, we believe it would be inappropriate to list the referenced site on the New York State Registry of Inactive Hazardous Waste Sites.

If you need further information regarding this matter, please contact me at your earliest convenience.

Very truly yours,


Richard G. Leland

RGL/rlr

Enclosure

cc: John B. Swartwout, P.E. (w/encls.)
Howard A. Schneider, Esq. (w/o encls.)
Doreen Simmons, Esq. (w/o encls.)
Donald Markowitz, Esq. (w/o encls.)



COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
MINEOLA, NEW YORK 11501-4822

November 9, 1994

Mr. John B. Swartwout, P.E.
Chief Eastern Investigation Section
Bureau of Hazardous Site Control
Division of Hazardous Waste Remediation
New York State Department of Environmental Conservation
50 Wolf Road
Albany, NY 12233-7010

Re: PSA Comments
Pass and Seymour and Pall Corporation
Glen Cove, New York

Dear Mr. Swartwout:

We have received the information provided by Pass and Seymour and Pall Corporation concerning conclusions in our March, 1994 Preliminary Site Assessment Report which listed their properties as Class 2 sites on the New York State Registry of Inactive Hazardous Waste Sites. The following is our technical response:

Pass and Seymour

The "new" information provided to the State was contained in a copy of a letter dated August 5, 1994 from the consulting engineering firm Blasland, Bouck and Lee (BBL) to several legal counsels representing the Pass and Seymour property. Clearly, no new data was presented by BBL. BBL did discuss the data used in the PSA, however, from our assessment it has shed no new light on the conclusions reached in the PSA. The fact still remains that tetrachloroethene (PCE) is present in the soil zone and at a level of 150 ppb in the groundwater, thirty times the State groundwater standard, beneath the Pass and Seymour site directly downgradient of their drum storage area. There has been no new evidence that the PCE on the Pass and Seymour site is from any source other than the drum storage area.

Pass and Seymour representatives met with us recently and we discussed the above assessment. Pass and Seymour's representatives said they were going to do additional field work in order to demonstrate that the PCE is not from their

Mr. John B. Swartout, P.E.
November 9, 1994
Page Two
PSA Comments, Pass & Seymour & Pall Corporation

site. If no action by Pass and Seymour is forthcoming and no new information presented that indicates another upgradient source, the original conclusions stated in the PSA, listing Pass and Seymour as a Class 2 site still hold.

Pall Corporation

The only new information presented to the State by Pall Corporation is for a groundwater monitoring well MW-6P sampled in 1992 which is located on Pall's property just downgradient of Photocircuits, and 1992 data for monitoring wells MW-2P and MW-5P. In light of this new information, Pall contends that contamination beneath their property is from an upgradient source, Photocircuits.

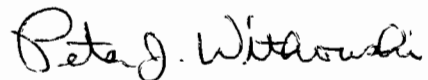
Data from MW-6P does show impacts from Photocircuits, which was known and considered during the development of the PSA. However, on close inspection of the data it is evident that the bulk of groundwater contaminants on the Photocircuits property are classified as alkanes (1,1,1-Trichloroethane, 1, 1-Dichloroethane and Chloroethane) which were used by Photocircuits in their industrial processes; please see highlighted Attachment A. If one looks at the groundwater monitoring well data for Pall Corporation in the PSA and in Pall's recently submitted data package; please see highlighted Attachments B and C, the bulk of groundwater contaminants beneath Pall are classified as alkenes (Tetrachloroethene, Trichloroethene and Dichloroethene), or their breakdown products which Pall used in their industrial processes. These alkenes exist in groundwater at concentrations three to five times higher than any level found beneath Photocircuit's property.

We were well aware of the alkane/alkene signature for the two sites during the writing of the PSA and no new information has been presented by Pall Corporation that addresses the significant increase of alkenes. The original conclusion remains that Pall Corporation should be listed as a Class 2 site.

Mr. John B. Swartwout, P.E.
November 9, 1994
Page Three
PSA Comments, Pass & Seymour & Pall Corporation

If there are any questions concerning our response, please
contact me at 516-571-9600.

Very truly yours,



Peter J. Witkowski
Director of Hazardous Waste Services

PJW:tj

cc: James A. Oliva, Acting Head, Division of S & WS

New York State Department of Environmental Conservation
50 Wolf Road, Albany, New York 12253



SEP 01 1994

Langdon Marsh
Commissioner

Peter J. Witkowski
Director of Hazardous Waste Services
Nassau County Department of Public Works
425 Salisbury Park Drive
Westbury, NY 11590

Dear Mr. Witkowski:

Re: Reports from Pass & Seymour and Pall concerning Sea Cliff Avenue
Industrial Area (ID [REDACTED])

We have recently received a letter report from Pass & Seymour which reinterprets the Sea Cliff data. This supplements another report submitted earlier this year. We also expect a report from Pall Corporation which they claim provides additional data that was unavailable during the PSA. We've asked Pall to supply a copy directly to you.

We would appreciate it if you would review this information in conjunction with us, and notify us if you believe there is sufficient documentation to warrant a change in your original recommendations regarding the proper classification for these properties.

Sincerely,

John B. Swartwout
Chief
Eastern Investigation Section
Bureau of Hazardous Site Control
Division of Hazardous Waste Remediation

Enclosures

bcc: J. Swartwout to
H. Brewster
[REDACTED]

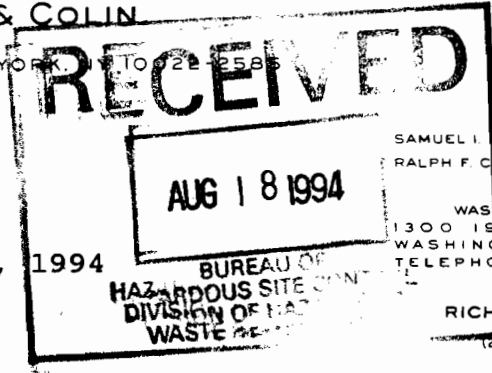
HB/ma

HB

ROSENMAN & COLIN

575 MADISON AVENUE, NEW YORK, N.Y. 10022-2585

TELEPHONE (212) 940-8800
CABLE ROCOKAY NEWYORK
TELECOPIER (212) 940-8776
(212) 935-0679
TELEX 427571 ROSCOL (ITT)
971520 RCFLC NYK (W U)



August 15, 1994

Via Airborne Express

Robert L. Marino, Chief
Site Control Section
Bureau of Hazardous Site Control
New York State Department of
Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

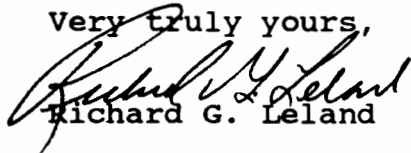
Re: 45 Sea Cliff Avenue
Glen Cove, New York (the "Site")

Dear Mr. Marino:

Oh behalf of our client, Slater Development Corp., and on behalf of Enal Development Corporation and Pass & Seymour Legrand, Inc., I enclose herewith an August 5, 1994 report from Blasland, Bouck & Lee regarding the Site.

The enclosed report demonstrates that the Preliminary Site Assessment prepared by the Nassau County Department of Public Works is incorrect in its conclusion that the Site is a contributor to a regional plume of halogenated hydrocarbons. Based upon this report and the data previously submitted on behalf of our clients, we believe it would be inappropriate to list the referenced site on the New York State Registry of Inactive Hazardous Waste Site.

If you need further information regarding this matter, please contact me at your earliest convenience.

Very truly yours,

Richard G. Leland

RGL/rlr
Enclosure

- cc: John B. Swartwout, P.E. (w/enclosure)
- Mr. Herbert Slater (w/o enclosure)
- Mr. Thomas Slater (w/o enclosure)
- Howard Scheider, Esq. (w/o enclosure)
- Doreen Simmons, Esq. (w/o enclosure)
- Donald Markowitz, Esq. (w/o enclosure)



BLASLAND, BOUCK & LEE

ENGINEERS & GEOSCIENTISTS

6723 Towpath Road, Box 66, Syracuse, New York 13214-0066 (315) 446-9120

FAX: (315) 449-0017

August 5, 1994

✓Richard Leland, Esq.
(as counsel to Slater Development Corp.)
Rosenman & Colin
575 Madison Avenue
New York, NY 10022-2585

Donald Markowitz, Esq.
(as counsel to Enal Development)
Flower & Medalie
24 East Main Street
Bayshore, NY 11706

Doreen Simmons, Esq.
(as counsel for Pass & Seymour)
Hancock & Estabrook
One MONY Plaza
Syracuse, New York 13202-2791

Re: Slater/Enal/Pass Property

File: 178.02 #2

Dear Counsels:

As you requested, we have carefully reviewed the New York State Department of Environmental Conservation (NYSDEC) Preliminary Site Assessment (PSA) Report, prepared by the Nassau County Department of Public Works (March 1994). Although, with one exception, we find ourselves in agreement with the data contained in the report, it is our opinion, for the reasons stated below, that the data do not support the conclusion that the Slater/Enal/Pass property (the "Property") is a contributor to the regional plume of halogenated hydrocarbons nor a contributor to any off site contamination. In addition to comments below, we would like to refer you to a copy of the prior submittal which is again attached.

ANALYSIS OF THE DATA

As presented in the County's report, the data indicate that H₂M reported detecting tetrachloroethene in just one of eleven soil samples at an estimated concentration of 2.30 mg/kg (boring S-4, 1-2 feet). That estimated detection of tetrachloroethene in the soil does not demonstrate that the property is the source of contamination observed elsewhere in the region.

Richard Leland, Esq.
Donald Markowitz, Esq.
Doreen Simmons, Esq.
August 5, 1994
Page 2
3194538G

It is also noted that the estimated value has been presented without proper consideration given to the dilution of the original sample. Based on our analysis of the laboratory reports, we believe that sample S-4 should have been estimated at a value of 0.650 mg/kg, a value that is less than half of the recommended cleanup objective (NYSDEC TASM 1002). Based on this information, there is no soil data available, in spite of H2M Group's specific litigious intent to acquire data from the vicinity of the most probable sources of contamination on the Slater/Enal/Pass Property to indicate that any soil remediation is necessary.

We recognize, however, that a ground-water sample from monitoring well MW-1 has indicated the presence of tetrachloroethene at 150 ug/L, which exceeds the state's ground-water quality standard of 5.0 ug/L. Given the position of boring S-4 and monitoring well MW-1 just downgradient of the drum storage area, and given the current data from nearby sampling points that both soil and ground-water quality impacts appear to be limited to the vicinity of MW-1 and S-4. Soil excavation activities in the area surrounding S-4 is anticipated, thus eliminating it as a potential localized source of ground-water quality impairment (although the actual concentration is less than the NYSDEC recommended cleanup criteria).

The ground-water quality data do not indicate that tetrachloroethene or its decay products have migrated off the Property. Associated Draperies downgradient of the Property potentially has had only negligible ground-water detections of VOCs, and as a result, the county has recommended that the Associated Drapery property be deferred from further participation with the parties listed as respondents in the Sea Cliff Avenue Industrial Area. We suggest that the Slater/Enal/Pass property is analogous.

The only other exceedence of state ground-water standards at the Property, was at monitoring well MW-3. The well is situated north of the main building and just off of Sea Cliff Avenue. Although it was selected by H2M Group as a well downgradient of the Property, as shown on the water table elevation maps in the PSA this well, is in fact downgradient of Photocircuits, and therefore the ground-water quality impacts are not associated with the Slater/Enal/Pass Property. This conclusion is further substantiated by the fact that most of the significant VOC impacts on ground-water quality have been identified on the Photocircuits site.

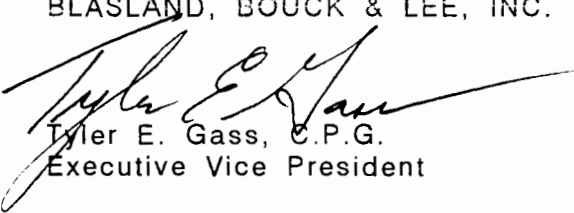
In summary, we disagree with the recommendation that the Property be classified as a Class 2 site. Although there was a past historical use of tetrachloroethene at the Property, there have been no records or direct evidence of a discharge of a hazardous waste from the facility. The only identification of tetrachloroethene on the Property was found immediately downgradient of the former drum storage area was limited to the upper 2 feet of the soil column. This is substantiation that if any tetrachloroethene was released, its quantity was not sufficient to drive it through the entire soil column. Finally, the impact to ground water at the Property is limited and unlikely to have any off site impact. In lieu of being listed as a Class 2 site and being tied to a regional

Richard Leland, Esq.
Donald Markowitz, Esq.
Doreen Simmons, Esq.
August 5, 1994
Page 3
3194538G

contamination that Slater, Enal or Pass bear no responsibility for, it is recommended that no further action and no listing of the Property on the New York State Registry is technically warranted at this time, particularly until a full investigation of the Photocircuits site is complete.

Very truly yours,

BLASLAND, BOUCK & LEE, INC.



Tyler E. Gass, C.P.G.
Executive Vice President

TEG/nyb
Enclosure

New York State Department of Environmental Conservation
50 Wolf Road, Albany, New York 12233



JUN 20 1994

August Thompson Corporation
36 Sea Cliff Avenue
Glen Cove, NY 11542

Langdon Marsh
Acting Commissioner

Dear Mr. Sir/Madam:

Re: Preliminary Site Assessment (PSA) Report

The New York State Department of Environmental Conservation, as required by Chapter 857 of the Laws of 1982 (commonly known as the "New York Superfund Law"), is conducting field investigations of disposal sites, throughout the State, suspected or known to contain hazardous waste.

Our present records indicate that you are one of the owners and/or operators of the following site:

Site Name: Sea Cliff Avenue Industrial Area, Site ID #130053
Property Address: Town of Oyster Bay, Nassau County

Enclosed for your records is a copy of the final PSA report for the above-listed site. You may note that the report recommends that your property be added as a Class 2 to the New York State Registry of Inactive Hazardous Waste Disposal Sites. You will be notified after a final decision is made concerning the classification of the site. This office will also be in contact with you if additional work is to be done with regard to the site.

If you have any questions in connection with this matter, please contact Mr. John Swartwout, of my staff, at (518) 457-0639.

Sincerely,

Earl H. Barcomb, P.E.
Director
Bureau of Hazardous Site Control
Division of Hazardous Waste Remediation

Enclosure

bcc: J. Swartwout
to
H. Brewster
~~_____~~

HB/MA

New York State Department of Environmental Conservation
50 Wolf Road, Albany, New York 12233



JUN 20 1994

Langdon Marsh
Acting Commissioner

Enal Development Corp. (Pass & Seymour)
c/o Donald Markowitz, Attorney at Law
Flower & Medalie
24 East Main Street, Suite 201
Bay Shore, NY 11706

Dear Mr. Markowitz:

Re: Preliminary Site Assessment (PSA) Report

The New York State Department of Environmental Conservation, as required by Chapter 857 of the Laws of 1982 (commonly known as the "New York Superfund Law"), is conducting field investigations of disposal sites, throughout the State, suspected or known to contain hazardous waste.

Our present records indicate that you are one of the owners and/or operators of the following site:

Site Name: Sea Cliff Avenue Industrial Area, Site ID #130053
Property Address: Town of Oyster Bay, Nassau County

Enclosed for your records is a copy of the final PSA report for the above-listed site. You may note that the report recommends that your property be added as a Class 2 to the New York State Registry of Inactive Hazardous Waste Disposal Sites. You will be notified after a final decision is made concerning the classification of the site. This office will also be in contact with you if additional work is to be done with regard to the site.

If you have any questions in connection with this matter, please contact Mr. John Swartwout, of my staff, at (518) 457-0639.

Sincerely,

Earl H. Barcomb, P.E.
Director
Bureau of Hazardous Site Control
Division of Hazardous Waste Remediation

cc: J. Swartwout
to
H. Brewster

HB/MA

Enclosure



COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
MINEOLA, NEW YORK 11501-4822

MAY 24 1994

May 19, 1994

Mr. Hayden Brewster
Environmental Engineer
New York State Department of
Environmental Conservation
Municipal Projects Section
50 Wolf Road
Albany, New York 12233-7010

RE: Response to NYSDEC, Region I Review Comments
for the Sea Cliff Avenue Industrial Area
Preliminary Site Assessment, Site No. 130053

Dear Mr. Brewster:

The Nassau County Department of Public Works, Hazardous Waste Services Unit (HWSU), has completed its review of the Preliminary Site Assessment (PSA) report comments provided by Mr. John Conover of the New York State Department of Environmental Conservation, Region 1, Stony Brook office.

As a preface to our response, it should be noted that all work was performed following the New York State Department of Environmental Conservation (NYSDEC) approved workplan for the site. Consistent with the approved workplan, the technical approach of the PSA was to use existing soil and groundwater quality information provided to the HWSU by your office, the Bureau of Hazardous Site Control. The only current groundwater and soil quality information included in the PSA was collected by the HWSU for the Associated Drapery site.

Responses to each of the comments are as follows:

1. Page 4
Photocircuits recommended as a Class 2 site.
Response
No comment
2. Page 5
Pass and Seymour recommended as a Class 2 site. I disagree. No documented disposal of hazardous waste, MW-1S (with perc) is upgradient (Try P - do a soil gas survey). Test storm drains and cesspools.

Mr. Hayden Brewster
New York State Department of
Environmental Conservation
May 19, 1994
Page Two

**RE: Response to NYSDEC, Region I Review Comments
for the Sea Cliff Avenue Industrial Area
Preliminary Site Assessment, Site No. 130053**

2. Page 5 (Continued)
Response

As a general response, it appears that it is not solely necessary to have documented proof of on-site disposal of hazardous waste, in order to be classified a Class 2 site.

In each of the recommended Class 2 sites in the PSA, there is documented proof of the industrial use of specific chemicals, along with the presence of the specific chemicals in both the on-site soil and groundwater, well above State standards.

Specific to the Pass and Seymour site, groundwater monitoring well MW-1S is adjacent to and downgradient of the on-site drum storage area. This area is currently enclosed with a concrete contaminant system; however, it may be a historic source of solvents. With the existing data, it was determined that the testing of storm drains and cesspools and completing a soil gas survey would not be considered part of the PSA. This work could be conducted as part of a Remedial Investigation (RI) for the facility.

3. Page 6

Pall Corporation recommended as a Class 2. I disagree - no documented disposal of hazardous waste. (Try P - do a soil gas survey). Test storm drains and cesspools.

Response

Please refer to Response 2.

4. Page 7

August Thomsen recommended as a Class 2. I disagree - no documented disposal of hazardous waste. (P?) Test storm drains and cesspools.

Response

Please refer to Response 2.

5. Page 23

Was the surveying done by a licensed surveyor?

Mr. Hayden Brewster
New York State Department of
Environmental Conservation
May 19, 1994
Page Three

**RE: Response to NYSDEC, Region I Review Comments
for the Sea Cliff Avenue Industrial Area
Preliminary Site Assessment, Site No. 130053**

5. Page 23 (Continued)
Response

As described in the report, all surveying was performed by a trained NCDPW surveying crew under the auspices of the Commissioner's office. In addition, these services were reviewed and approved by the State prior to any work.

6. Page 25

Table 1 groundwater elevation of 6/11/93 - 6/16/93. Why did it take five days to record these levels? Was there rain on any of these days? Where are the boring logs for these wells? (This part of Long Island can have clay lenses. If we could review the boring logs we could determine if any of the wells were screened in perched water).

Response

As described in Section 3.5 of the report, the initial water level round was collected in conjunction with surveying activities. Since all surveys were being conducted on private property, each site survey had to be scheduled with the appropriate facility. Due to scheduling conflicts, it took five days to complete the survey. It should be noted that the initial round of Water Table elevations were not considered synoptic. They were used to provide the first of general indication of local groundwater flow in the study area, and were followed by two synoptic water level surveys.

There was no precipitation during the initial water level round. Well logs were not provided to the HWSU by the State as part of the PSA data set.

7. Page 45

Gamma butyl 10 Lactone should be tested in future groundwater samples.

Response

It can be considered if RI/FS work is undertaken.

Mr. Hayden Brewster
New York State Department of
Environmental Conservation
May 19, 1994
Page Four

RE: Response to NYSDEC, Region I Review Comments
for the Sea Cliff Avenue Industrial Area
Preliminary Site Assessment, Site No. 130053

8. Pages 69, 74 and 79:

Table 8, ug/l should not be used for soil. Left side of the table is ug/l (ppb). Right side of the table is ppm. I recommend the same units for the entire table.

Response

The data presented in the table was reported exactly as it appeared in the laboratory data set. However, the recommended changes will be made to the tables in the final printed version of the report.

If you have any further questions or comments regarding the above responses, please contact Mr. Peter J. Witkowski, Director of our Hazardous Waste Services, at (516) 571-9600.

Very truly yours,

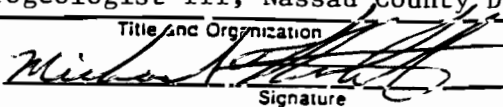


James A. Oliva, P.E.
Director of Environmental Operations
Acting Head, Division of Sanitation & Water Supply

JAO:PJW:jm



ADDITIONS/CHANGES TO REGISTRY OF INACTIVE HAZARDOUS WASTE DISPOSAL SITES

1. SITE NAME Pass and Seymour		2. SITE NO.		3. TOWN Oyster Bay		4. COUNTY Nassau	
5. REGION 1		6. CLASSIFICATION Current <u>2a</u> / Proposed _____		7. ACTIVITY <input checked="" type="checkbox"/> Add <input type="checkbox"/> Reclassify <input type="checkbox"/> Delist <input type="checkbox"/> Modify _____			
8a. DESCRIBE LOCATION OF SITE (Attach U.S.G.S. Topographic Map showing site location). The Sea Cliff Avenue Industrial Area is located in the City of Glen Cove, Town of Oyster Bay, Nassau County. Pass and Seymour is located on the south side of Sea Cliff Avenue. (See attached map).							
b. Quadrangle <u>Sea Cliff Ave./ Hicksville</u>		c. Site Latitude <u>40.8518°</u>		Longitude <u>73.6231°</u>		d. Tax Map Number <u>Sec. 21, Blk S, Lots 896, 897, 898</u>	
9a. BRIEFLY DESCRIBE THE SITE (Attach site plan showing disposal/sampling locations) Pass and Seymour currently manufactures injection molded plastic components for electronic applications. Pass and Seymour is located at 45 Sea Cliff Ave. The facility is on the south side of the road and is bordered by several small businesses to the west, Glen Cove Creek to the east and Photocircuits to the south. Two bldgs. occupy the site; the main bldg. which occupies the bulk of the property and contains production, storage & office space and a second smaller bldg. located in the southwest corner of the property. (See attached site plan)							
b. Area <u>6.25</u> acres		c. EPA ID Number _____		d. PA/SI <input type="checkbox"/> Yes <input type="checkbox"/> No			
e. Completed: <input type="checkbox"/> Phase I <input type="checkbox"/> Phase II <input checked="" type="checkbox"/> P&A <input type="checkbox"/> Sampling							
10. BRIEFLY LIST THE TYPE AND QUANTITY OF THE HAZARDOUS WASTE AND THE DATES THAT IT WAS DISPOSED OF AT THIS SITE The following compound(s) are used and stored at the facility: Tetrachloroethene							
11a. SUMMARIZED SAMPLING DATA ATTACHED <input type="checkbox"/> Air <input checked="" type="checkbox"/> Groundwater <input type="checkbox"/> Surface Water <input checked="" type="checkbox"/> Soil <input type="checkbox"/> Waste <input type="checkbox"/> EP Tox <input type="checkbox"/> TCLP							
b. List contravened parameters and values Groundwater: 1,2-Dichloroethene (21 ppb) Trichloroethene (100 ppb) Tetrachloroethene (150 ppb) Soil: Xylene (4.4 ppm)							
12. SITE IMPACT DATA							
a. Nearest surface water: Distance <u>75</u> ft.		Direction <u>Northeast</u>		Classification <u>D - Drainage</u>			
b. Nearest groundwater: Depth <u>7.87</u> ft.		Flow Direction <u>Northeast</u>		<input checked="" type="checkbox"/> Sole Source <input type="checkbox"/> Primary <input type="checkbox"/> Principal			
c. Nearest water supply: Distance <u>775</u> ft.		Direction <u>North</u>		Active <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
d. Nearest building: Distance <u>50</u> ft.		Direction <u>North</u>		Use <u>Industrial</u>			
e. Crops or livestock on site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		j. Within a State Economic Development Zone? <input type="checkbox"/> Yes <input type="checkbox"/> No					
f. Exposed hazardous waste? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		k. For Class 2a: Code _____ Health Model Score _____					
g. Controlled site access? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		l. For Class 2: Priority Category _____					
h. Documented fish or wildlife mortality? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		m. HRS Score _____					
i. Impact on special status fish or wildlife resource? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		n. Significant Threat <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown					
13. SITE OWNER'S NAME Pass and Seymour, Inc.			14. ADDRESS 45 Sea Cliff Ave., Glen Cove, NY			15. TELEPHONE NUMBER (516) 671-7000	
16. PREPARER							
Michael Flaherty Name				Hydrogeologist III, Nassau County DPW Title and Organization			
(516) 571-9600 Telephone Number		5/4/94 Date		 Signature			



COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
MINEOLA, NEW YORK 11501-4822

APR 12 1994

April 5, 1994

Mr. Hayden Brewster
Environmental Engineer
New York State Department of
Environmental Conservation
Municipal Projects Section
50 Wolf Road
Albany, New York 12233-7010

RE: Response to Nassau County Department
of Health Review Comments for the
Sea Cliff Avenue Industrial Area
Preliminary Site Assessment, Site No. 130053

Dear Mr. Brewster:

The Nassau County Department of Public Works, Hazardous Waste Services Unit (HWSU), has completed its review of the Preliminary Site Assessment (PSA) report comments provided by Mr. Steve Silvers of the Nassau County Department of Health.

As a preface to our response, it should be noted that all work was performed following the New York State Department of Environmental Conservation (NYSDEC) approved workplan for the site. Consistent with the approved workplan, the technical approach of the PSA was to use existing soil and groundwater quality information provided to the HWSU by your office, the Bureau of Hazardous Site Control. The only current groundwater and soil quality information included in the PSA was collected by the HWSU for the Associated Drapery site.

Responses to each of the comments are as follows:

1. Page 15

NCDPW states that it "has been provided with portions of several of the government and private party reports by the NYSDEC's Bureau of Hazardous Site Control". Why was the complete report not provided to NCDPW?

Mr. Hayden Brewster
New York State Department of
Environmental Conservation
April 5, 1994

Page Two

RE: Response to Nassau County Department
of Health Review Comments for the
Sea Cliff Avenue Industrial Area
Preliminary Site Assessment, Site No. 130053

1. Page 15 (Continued)

Response

Both full reports and those portions of other documents which were not considered confidential were provided to the NYSDEC, Bureau of Hazardous Site Control, by attorneys for the industrial sites included in the PSA. These documents were then supplied to the HWSU for use in the PSA.

2. Page 17

It is stated that the H2M report on the Carney Street Wellfield of October 1991 was provided with no groundwater data. As stated in 1 above, why was data not supplied or requested by NCDPW?

Response

Although groundwater data for the Carney Street Wellfield was not included in the October 1991, H2M report, the Bureau of Hazardous Site Control did supply the HWSU with a complete 1992 report prepared for the site by the consulting firm of Fanning, Phillips and Molnar. This assessment included both soil and groundwater sampling results which can be found in section 5.6 of the PSA.

3. Page 29 - Photocircuits

It is stated that localized mounding of water was found around monitoring well MW-7 at Photocircuits and that it "may be the result of some unknown from of onsite discharge or leak associated with shallow underground piping in the vicinity of MW-7". Was any attempt made to ascertain if such leakage existed and were all discharges ascertained and piping checked for leaks?

Response

The complete statement regarding the mounding condition goes on to say that the mound may also be the result of a shallow, natural geologic phenomenon. Both observations are equally plausible; therefore, the purpose of the statement was to identify a condition which should be investigated further as part of a full Remedial Investigation (RI) for the site.

Mr. Hayden Brewster
New York State Department of
Environmental Conservation
April 5, 1994

Page Three

RE: Response to Nassau County Department
of Health Review Comments for the
Sea Cliff Avenue Industrial Area
Preliminary Site Assessment, Site No. 130053

4. Page 37 - Pall Corporation

It is stated that "monitoring well MW-4P was believed to be downgradient of an outdoor storage chemical shed...". Why "believed", shouldn't the location of the Outdoor Chemical Storage shed be known and related to the known groundwater gradient?

It is also stated that "three circular depressions were also identified in the northeast portion of the parking lot which could represent abandoned diffusion wells or borings". The Pall Corporation should have been able to show if it had diffusion wells or had done borings in this area.

Response:

The observations discussed on page 37 are part of the first onsite inspection of Pall Corporation conducted by the NCDPW - HWSU. Since onsite water level data had not yet been collected on Pall Corporation property, the only indication of groundwater flow direction came from regional studies conducted in the area. Therefore, since local groundwater flow direction had not yet been established beneath the facility, the relation of the outdoor Chemical Storage Shed to this flow field could not yet be established.

The locations of the circular depressions did not correspond with the reported locations of any groundwater monitoring wells or soil borings. Pall personnel involved with the inspection were not aware of any diffusion wells in this area.

5. Page 38 - August Thomsen

It is stated that the production system that utilizes acids and bases is drained every 4 - 5 months and that "PVC drain lines with open valves were observed leaving the tanks. The lines were reported to be connected to the municipal sewer. Why wasn't this connection confirmed, especially since the drain lines were reported to be open at the time of inspection. Was the Sewer District contacted to verify this information and/or their knowledge concerning what may be discharged into their system?

Mr. Hayden Brewster
New York State Department of
Environmental Conservation
April 5, 1994

Page Four

RE: Response to Nassau County Department
of Health Review Comments for the
Sea Cliff Avenue Industrial Area
Preliminary Site Assessment, Site No. 130053

5. Page 38 - August Thomsen (Continued)

Response

The purpose of the onsite inspection was to identify any potential sources of those compounds (solvents) previously identified in groundwater beneath and downgradient of the August Thomsen site. Thus an exhaustive site inspection, like an industrial chemical survey routinely performed by the Health Department, was not warranted and within the scope of work of the PSA.

6. Page 39 - August Thomsen

The former Jet Fuel tanks were reported to have been abandoned in 1987 and documentation is "reported to exist". The documentation should have been requested.

Response

The purpose of the PSA is to identify any potential sources of soil or groundwater contamination present at the August Thomsen site. The presence of the tanks represents a potential source of contamination regardless of whether the tanks were abandoned in 1987 or not.

7. Page 44 - Associated Draperies (Formerly HMS Machine Shop)

Two outside grates were noted at the site, one outside the garage door and one outside the loading dock. Sampling of the bottoms of the drains/drywells would be prudent.

Response

Two of the soil borings at the site were drilled adjacent to the grates/drywells identified on page 44. These borings were drilled to the water table, screened with both photo and flame ionization detectors and sampled.

The results of these analyses are presented in section 5.5 of the PSA, and they are representative of any contamination which might be derived from these potential sources.

Mr. Hayden Brewster
New York State Department of
Environmental Conservation
April 5, 1994

Page Five

RE: Response to Nassau County Department
of Health Review Comments for the
Sea Cliff Avenue Industrial Area
Preliminary Site Assessment, Site No. 130053

8. Page 47 - Carney Street Wellfield

It was noted that both bays in the Water Department Building "appear to be used for vehicle storage rather than maintenance", the same statement was made for the EMS Building on site. Was any attempt made to ascertain past usage of the vehicle bays in these buildings? How is the apparent petroleum product spill at the site being accounted for?

Response

City of Glen Cove representatives interviewed at the site, were not aware of any historic maintenance activities in the onsite buildings. The areas were well maintained and there was no visible staining observed on the garage floor or around the storage areas.

The Glen Cove representatives interviewed at the site did not know the origin of the spill and reported that it was discovered during excavation for the Day Care Center expansion.

9. Page 115

What was the reasoning behind Pesticide/PCB sampling being done at the Associated Draperies site and not at the other sites in question?

Response

The NCDPW - HWSU was provided with existing soil and groundwater quality information for five of the six sites studied as part of the PSA. There was no such database for the Associated Draperies site.

Since there was no previous data, the State required a more comprehensive list of analytes to be used for soil and groundwater samples at the site. This list included both pesticides and PCB's.

10. Consideration should be given to reclassifying the Associated Draperies and Carney Wellfield Sites to Class 4, rather than being dropped entirely by the Bureau of Hazardous Site Control, until cleanup of the 'petroleum product' spills by the Division of Spills Management of NYSDEC is confirmed.

Mr. Hayden Brewster
New York State Department of
Environmental Conservation
April 5, 1994

Page Six

RE: Response to Nassau County Department
of Health Review Comments for the
Sea Cliff Avenue Industrial Area
Preliminary Site Assessment, Site No. 130053

10. (Continued)

Response

No comment, NYSDEC review required to determine appropriate classification.

11. August Thomsen - A check of Article XI files did not reveal any permit to operate or registration for the tanks or bulk storage areas at the August Thomsen facility. It appears that this facility is operating in violation of Article XI.

Response:

Please refer to Response 5. In addition, since the Nassau County Department of Health is responsible for enforcements of Article XI, and it is now aware of a potential violation, it may act in whatever fashion is deemed appropriate.

If you have any further questions or comments regarding the above responses, please contact Mr. Peter J. Witkowski, Director of our Hazardous Waste Services Unit, at (516) 571-9600.

Very truly yours,



James A. Oliva, P.E.
Director of Environmental Operations
Acting Head, Division of Sanitation & Water Supply

JAO:MF:jm

THOMAS S. GULOTTA
COUNTY EXECUTIVE



ABBY J. GREENBERG, M.D.
ACTING COMMISSIONER

APR - 6 1994

COUNTY OF NASSAU
DEPARTMENT OF HEALTH
240 OLD COUNTRY ROAD
MINEOLA, N.Y. 11501-4250

March 28, 1994

Mr. Hayden Brewster
NYSDEC
Hazardous Waste Site Control
50 Wolf Road
Albany, New York, 12237

Re: Sea Cliff Avenue
Industrial Area
Preliminary Site Assessment
(PSA)
NYS DEC Site #1-30-053

Dear Mr. Brewster:

The PSA has been reviewed by several bureaus and their comments are as follows:

1. Page 8 - Carney Street Wellfield Site - History should be modified. Three wells existed on this wellfield (N-3466, N-8327, N-8326). The wells were used until 1977 as a source of potable water for the City of Glen Cove. Two wells N-3466 and N-8327 were used after 1977 for groundwater data and were abandoned in 1989. The third well N-8326 was also used after 1977 for groundwater data but was placed on restricted status in 1985. Well N-8326 is still usable and is capable of being sampled. Nassau County Department of Health's file shows this well was last sampled on 12/5/88 for inorganics and 10/2/90 for organics.
2. Nassau County Department of Public Works (NCDPW) states that it "has been provided with portions of several of the government and private party reports by the NYSDEC's Bureau of Hazardous Site Control." Why was the complete report not provided to NCDPW?
3. Pg. 27 - It is stated that the H2M report on the Carney Street Wellfield of October 1991 was provided with no groundwater data. As stated in above, why was data not supplied?
4. Pg. 29 - Photocircuits - It is stated that localized mounding of water was found around monitoring well MW-7 at Photocircuits and that it "may be the result of some unknown form of onsite discharge or leak associated with shallow underground piping in the vicinity of MW-7." What attempt, if any, was made to disclose such on-site discharge? What were the results of such attempts?

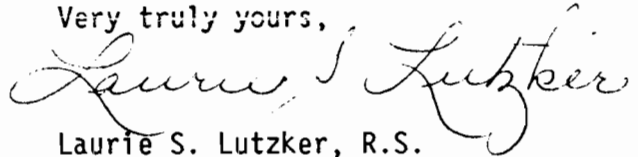
5. Pg. 37 - Pall Corporation - It is stated that "monitoring well MW-4P was believed to be downgradient of an outdoor chemical storage shed...". The relationship between MW-4P and this shed should be verified with respect to the existing groundwater gradient.

It is stated that "three circular depressions were also identified in the northeast portion of the parking lot which could represent abandoned diffusion wells or borings". The Pall Corporation should clarify if diffusion wells or borings exist in this area.

6. Pg. 38 - August Thomsen - It is stated that the wash room system that utilizes acids and bases is drained every 4-5 months and that "PVC drain lines with open valves were observed leaving the tanks. The lines were reported to be connected to the municipal sewer". The Sewer District should be contacted to confirm this information.
7. Pg. 39 - August Thomsen - "Two abandoned jet fuel tanks are reported to be located .-.-. reportedly cleaned and filled with sand around 1987." This documentation should be requested and verified.
8. Pg. 44 - Associated Draperies (Formerly HMS Machine Shop) - Two outside grates were noted at this site, one outside the garage door and one near the loading dock. The bottom of these drains should be sampled.
9. Pg. 47 - Carney Street Wellfield - It was noted that both bays in the Water Department Building "appear to be used for vehicle storage rather than maintenance", the same statement was made for the EMS Building on site. Was any attempt made to ascertain past usage of the vehicle bays in those buildings? How is the apparent petroleum product spill at the site being accounted for?
10. Pg. 114 - Is pesticide/PCB sampling data available for other facilities in the study area or was it done solely at Associated Draperies? This should be clarified in the report.
11. Consideration should be given to reclassifying the Associated Draperies and Carney Wellfield Sites to Class 4 rather than being dropped entirely by the Bureau of Hazardous Site Control until cleanup of the "petroleum product" spill can be confirmed by New York State DEC Division of Spills Management.
12. August Thomsen - A check of this Department's Article XI files did not reveal any registration or operation permits for the tanks or bulk storage areas at the August Thomsen facility. This Department will investigate possible Article XI violations.

13. In general, information for the five specific industries in the study was incomplete. Information concerning the site history, past production practices, date of sewer hookups, diffusion, production wells, recorded spill information and SPDES or other permits can be found in the June, 1990 "Investigation of Contaminated Aquifer Segment City of Glen Cove" report.

Very truly yours,



Laurie S. Lutzker, R.S.
Bureau of Environmental Management

LSL:jk
3168J

*



STATE OF NEW YORK DEPARTMENT OF HEALTH

Center for Environmental Health

2 University Place

Albany, New York 12203-3399

Mark R. Chassin, M.D., M.P.P., M.P.H.
Commissioner

Paula Wilson
Executive Deputy Commissioner

OFFICE OF PUBLIC HEALTH

Lloyd F. Novick, M.D., M.P.H.
Director

Diana Jones Ritter
Executive Deputy Director

William N. Stasiuk, P.E., Ph.D.
Center Director

March 18, 1994

Mr. Hayden Brewster
Division of Hazardous Waste Remediation
NYS Department of Environmental Conservation
50 Wolf Road
Albany, NY 12233

RE: Preliminary Site Assessment
Sea Cliff Avenue
Industrial Area
ID # 130053
(T) Oyster Bay, Nassau County

Dear Mr. Brewster:

I have reviewed the above mentioned March 1994 Draft Preliminary Site Assessment (PSA) which was prepared by the Nassau County Department of Public Works.

After review of the PSA, I have no comments and concur with the document recommendations for classifying four of the sites Class 2 (Photocircuits; Pass & Seymour; August Thomsen; Pall Corp.) and referring the remaining two sites (Associated Drapery; Carney Street Wellfield) to the NYS DEC Division of Spills Management. I have also reviewed comments made by the Nassau County Department of Health, Bureau of Environmental Engineering. I make mention of this so that you are aware they exist.

If you have any questions or further comments, please feel free to call me at (518) 458-6305.

Sincerely,

Kim Evans
Research Scientist I
Bureau of Environmental Exposure
Investigation

1mw/94076PR00182

cc: Dr. A. Carlson
Mr. S. Bates/Mr. VanValkenburg
Ms. L. Lutzker - NCDOH
Mr. E. Barcomb - DEC
Mr. A. Shah - DEC Region 1

BUREAU OF ENVIRONMENTAL ENGINEERING
MEMORANDUM

Date: March 17, 1994

To: M. Alarcon

From: S. Silvers *SDS*

Subject: Review of Preliminary Site Assessment for
Sea Cliff Industrial Area
Site No. 130053

I have reviewed the above referenced PSA received from Nassau County DPW and have the following comments:

- 1- Pg. 15 - NCDPW states that it "has been provided with portions of several of the government and private party reports by the NYSDEC's Bureau of Hazardous Site Control." Why was the complete report not provided to NCDPW ?
- 2- Pg. 17 - It is stated that the H2M report on the Carney Street Wellfield of October 1991 was provided with no groundwater data. As stated in 1 above, why was data not supplied or requested by NCDPW ?
- 3- Pg. 29 - Photocircuits - It is stated that localized mounding of water was found around monitoring well MW-7 at Photocircuits and that it "may be the result of some unknown form of onsite discharge or leak associated with shallow underground piping in the vicinity of MW-7." Was any attempt made to ascertain if such leakage existed and were all discharges ascertained and piping checked for leaks?
- 4- Pg. 37 - Pall Corporation - It is stated that "monitoring well MW-4P was believed to be down gradient of an outdoor storage chemical shed...". Why "believed", shouldn't the location of the Outdoor Chemical Storage shed be known and related to the known groundwater gradient?

It is also stated that "three circular depressions were also identified in the northeast portion of the parking lot which could represent abandoned diffusion wells or borings." The Pall Corporation should have been able to show if it had diffusion wells or had done borings in this area.

- 5 - Pg. 38 - August Thomsen - It is stated that the production system that utilizes acids and bases is drained every 4-5 months and that "PVC drain lines with open valves were observed leaving the tanks. The lines were reported to be connected to the municipal sewer." Why wasn't this connection confirmed, especially since the drain lines were reported to be open at the time of inspection. Was the Sewer District contacted to verify this information and/or their knowledge concerning what may be discharged into their system ?
- 6 - Pg. 39 - August Thomsen - The former Jet Fuel tanks were reported to have been abandoned in 1987 and documentation is "reported to exist". The documentation should have been requested.
- 7 - Pg. 44 - Associated Draperies (Formerly HMS Machine Shop) - Two outside grates were noted at the site, one outside the garage door and one outside the loading dock. Sampling of the bottoms of the drains/drywells would be prudent.
- 8 - Pg. 47 - Carney Street Wellfield - It was noted that both bays in the Water Department Building "appear to be used for vehicle storage rather than maintenance", the same statement was made for the EMS Building on site. Was any attempt made to ascertain past usage of the vehicle bays in these buildings ? How is the apparent petroleum product spill at the site being accounted for ?
- 9 - Pg. 115 - What was the reasoning behind Pesticide/PCB sampling being done at the Associated Draperies site and not at the other sites in question ?
- 10 - Consideration should be given to reclassifying the Associated Draperies and Carney Wellfield Sites to Class 4 rather than being dropped entirely by the Bureau of Hazardous Site Control until cleanup of the 'petroleum product' spills by the Division of Spills Management of NYDEC is confirmed.
- 11 - August Thomsen - A check of Article XI files did not reveal any permit to operate or registration for the tanks or bulk storage areas at the August Thomsen Facility. It appears that this Facility is operating in violation of Article XI.

As a general note, when inspections of facilities are conducted by DPW and tank and/or bulk storage is noted, a permit to operate issued by either this Department and/or the Office of the Fire Marshall should be checked for.

1E (12-75)



New York State Department of Environmental Conservation

MEMORANDUM

TO: Hayden Brewster
 FROM: John Conover *John Conover*
 SUBJECT: PSA - Sea Cliff Industrial Area #1-30-053
 Dated March 1994
 DATE: March 14, 1994

Review Comments:Page 4

Photocircuits recommended as a class 2 site. I agree.

Page 5

Pass & Seymour recommended as a class 2 site. I disagree. No documented disposal of hazardous waste, MW 18 (with perc) is upgradient (Try P - do a soil gas survey). Test storm drains and cesspools.

Page 6

Pall Corp. recommended as a class 1. I disagree - no documented disposal of hazardous waste. (Try P - do a soil gas survey). Test storm drains and cesspools.

Page 7

August Thompson recommended as a class 2. I disagree - No documented disposal of hazardous waste. (P?) Test storm drains and cesspools.

Page 23

Was the surveying done by a licensed surveyor?

Page 25

Table 1 Groundwater elevation of 6/11/93 - 6/16/93. Why did it take five days to record these levels? Was there rain on any of these days? Where are the boring logs for these wells? (This part of Long Island can have clay lenses. If we could review the boring logs we could determine if any of the wells were screened in perched water).

Page 45

Gamma butyl 10 lactone should be tested for in future groundwater samples.

Page 1 of 2

To Hayder Brewster

Page - 2 - of 2

Page 69

Table 8. ug/l should not be used for soil. Left side of ^{the} table is ug/l (ppb). Right side of table is ppm. I recommend the same units for the entire table.

Page 74

Same comments as for Table 8.

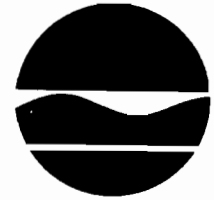
Page 79

Same comments as for Table 8.

JEC:pr

cc: A. Shah

New York State Department of Environmental Conservation
50 Wolf Road, Albany, New York 12233



Thomas C. Jorling
Commissioner

October 14, 1992

Mr. Jeffrey P. Vollmuth, P.E.
Vollmuth & Brush
Environmental Engineering - Land Surveying
200 Blue Point Avenue
Blue Point, New York 11715

Dear Mr. Vollmuth:


Re: Letter dated 10/8/92, submitted via fax,
requesting information that led to DEC's
suspicion of hazardous waste disposal at
Pass and Seymour, Inc. (Site #130050) / 20053

The Nassau County Department of Public Works (NCDPW) in cooperation with the Nassau County Department of Health, recently conducted an environmental investigation of the Sea Cliff Avenue industrial zone in the City of Glen Cove. In their 1990 report "Investigation of Contaminated Aquifer Segment - City of Glen Cove, Nassau County, New York," Pass and Seymour, Inc. (formerly Slater Electric), located at 45 Sea Cliff Avenue, was identified as a potential source of contamination.

I have enclosed some excerpts (11 pages) from the above-mentioned report. If you desire a copy of the entire report, please contact Mr. Peter Witkowski or Ms. Dena Miller, of the NCDPW, at (516) 997-8282.

If there are any questions on this matter, please call Mr. Hayden Brewster, of my staff, at (518) 457-0639.

Sincerely,


John B. Swartwout, P.E.
Chief
Eastern Investigation Section
Bureau of Hazardous Site Control
Division of Hazardous Waste
Remediation

bcc: J. Swartwout to
H. Brewster
File

HB/ck

Enclosures



NASSAU COUNTY DEPARTMENT OF HEALTH

240 OLD COUNTRY ROAD
MINEOLA, N.Y. 11501

RALPH G. CASO
County Executive
JOHN J. DOWLING, M.D., M.P.H.
Commissioner
FRANCIS V. PADAR, P.E.
Asst. Deputy Commissioner
Div. of Environmental Health

STATUS REPORT OF INVESTIGATION OF
ORGANIC CONTAMINATION
CARNEY STREET WELLFIELD, GLEN COVE

August 31, 1977

130053A

Background

In response to the closure of public water supply wells at Glen Cove's Carney Street wellfield, the Department initiated an investigation into the source of contamination.

During the period June 30 to July 26, a series of ten samples were collected for organic analysis from various locations in the vicinity of Carney Street, including waste discharges, drains, groundwater, and Cedar Swamp Creek. Not included in this report are sample results from public and private wells located within and in the vicinity of the affected area.

Results

Sampling results are included in the attached table.

Interim Conclusions

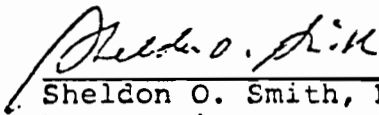
1. The contamination of the Carney Street wellfield by trichloroethylene and tetrachloroethylene is due to past waste discharges originating in an industrial area possibly as recent as five to ten years ago. The groundwater in the area is generally contaminated with these solvents, with highest concentrations focused in the industrial area located 1,000 feet southeast of the Carney Street wellfield.
2. Presently only two industries in the area, Slater Electric Company and Photo Circuits Corporation, use solvents of the general type found in the wells, as follows: Slater, 4500 gallons per year tetrachloroethylene; and Photo Circuits, 71,000 and 11,200 gallons per year of dichloromethane* and 1,1,1 trichloroethane, respectively. No present waste disposal practices were found which could account for the extent of contamination found. Solvent waste discharges of significant magnitude from both of these industries are presently being discharged into the Glen Cove sewer system. These include 1200 ppb of tetrachloroethylene from Slater Electric Company and 480 ppb of methylenechloride from Photo Circuits Corporation. No groundwater samples have been analyzed for dichloromethane because

*Also known as methylene chloride

of State Health Department limited laboratory capability. It is recommended, now, that groundwater samples be collected and analyzed for dichloromethane. Photo Circuits Corporation is a large user of this substance. Miscellaneous drains in the vicinity of both industries, which empty into Cedar Swamp Creek, show small quantities of solvents. The source of these solvents warrants further investigation.

3. Past contamination cannot be attributed to any single industry because of changes in solvent usage, the industries themselves, and waste disposal practices.
4. The feasibility of purging the contaminated groundwater from the aquifer in the vicinity of Carney Street should be explored. This would include a hydrological investigation to determine the extent of contamination. Changes in water supply practices which may be required would include maximizing industrial pumpage and discharging of cooling water into Cedar Swamp Creek rather than groundwater recharging as presently required. The environmental consequences of further increasing solvent concentrations in Cedar Swamp Creek would also require investigation.

SOS:yk


Sheldon O. Smith, P.E., M.C.E.
Deputy Director
Division of Environmental Services