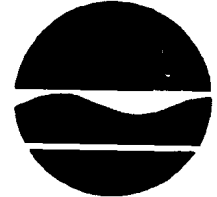


*Joe Slack - A.A.*

**New York State Department of Environmental Conservation**  
Division of Environmental Enforcement  
202 Mamaroneck Avenue Room 304  
White Plains, N.Y. 10601-5381  
Telephone: (914)761-3575



**Thomas C. Jorling**  
Commissioner

*Ave  
Pete/Ale*

January 4, 1990

*AKA  
RCA Rocky Point*

Michael A. Miller, Mgr.  
Remedial Engineering  
General Electric Company, Inc.  
Corporate Environmental Program Operation  
3135 Easton Turnpike  
Fairfield, CT 06431

Dear Mr. Miller:

The copy of the Order on Consent for General Electric Company, Inc. (Site # 1-52-011 and Site # 1-52-012) which was mailed to you on 12/14/89 may have been incomplete. Enclosed is a complete copy of the Consent Order. Please discard the previous copy and accept our apologies for any inconvenience caused.

Very truly yours,

*Alice M. McCarthy*

Alice M. McCarthy  
Senior Attorney

AMcC-II-26/jg

Encl.

bcc: M. O'Toole  
Ron Tramontano, NYSDOH  
Harold Berger  
Tony Candela

8 1990

JAN 9 1990

STATE OF NEW YORK: DEPARTMENT OF ENVIRONMENTAL CONSERVATION

In the Matter of an Inactive  
Hazardous Waste Disposal Site  
Remedial Program for the Hazardous  
Waste Disposal Site formerly owned by

ORDER  
ON  
CONSENT

Index # T0061885

GENERAL ELECTRIC COMPANY  
(RCA GLOBAL COMMUNICATIONS, INC.),

Respondent

**WHEREAS,**

1. The New York State Department of Environmental Conservation (the "Department") is responsible for the enforcement of Article 27, Title 13, of the Environmental Conservation Law of the State of New York (the "ECL"), entitled "Inactive Hazardous Waste Disposal Sites".

2. General Electric Company, Inc. ("Respondent" or "GE") is a corporation doing business in the State of New York in that it maintains offices and transacts business in the State of New York. RCA Global Communications, Inc. ("RCA Globcom") is a wholly-owned subsidiary of GE Subsidiary, Inc. 21, which in turn is a wholly-owned subsidiary of GE. RCA Globcom is a corporation doing business in the State of New York in that it maintains offices and transacts business in the State of New York. In connection with GE's impending sale of all the stock in GE Subsidiary, Inc. 21 to MCI Communications Corporation, GE has assumed responsibility for the environmental matters addressed in this Order.

3. Respondent owned property at Rocky Point, Town of Brookhaven, County of Suffolk, State of New York and at Riverhead, Town of Southampton, County of Suffolk, State of New York consisting of approximately 7,000 acres (the "Site"). A map of the Site is attached hereto and is hereby incorporated into this Order as Appendix "A". The Site was owned by RCA Globcom from 1927 to 1978. In 1978, RCA Globcom made a gift of the Site to the Department.

4. Since November of 1980, the Department, RCA Globcom and GE have been engaged in a cooperative effort to address the removal of certain electrical equipment and related material from limited areas identified at the Site.

5. In March 5, 1982, RCA Globcom voluntarily entered into an Agreement and Release with Department to undertake agreed upon remedial actions necessary at the Site. A copy of that Agreement and Release is attached as Appendix "B".

6. RCA Globcom commenced testing and removal of all suspect electrical equipment in August of 1982, and completed this task in January of 1983.

7. Parallel with these activities, RCA Globcom commenced environmental engineering studies to determine the nature of the materials at the Riverhead landfill area on the Site. All landfill material debris was removed to off-site permitted facilities in December 1984.

8. Similar environmental engineering studies were commenced at the Rocky Point area of the Site during the early phases of remedial action where evidence of a transformer oil spill was discovered in and around Building 9 ("the Building"). Although not within the scope of tasks agreed to in Appendix B, RCA Globcom removed approximately 2,200 cubic yards of soil and completed initial decontamination of spill areas inside the building. All materials were removed to properly permitted disposal facilities.

9. On May 24, 1985, RCA Globcom and the Department were named defendants in a show cause proceeding and two related actions filed by the Town of Brookhaven. The Show Cause Order has been withdrawn. In addition, an action filed in the Supreme Court of the State of New York (Index #858531) has been dismissed without prejudice. The second action is pending in the court of Claims of the State of New York (Index #018988).

10. The Site is an inactive hazardous waste disposal site, as that term is defined in ECL Section 27-1301(2), and has been listed in the Registry of Inactive Hazardous Waste Disposal Sites in New York State as Site Number 152011. The Site contains certain areas which require remedial action. They are set forth on the Maps attached and incorporated into this Order as Appendix "C" Figures 1 and 2, and on the Detail Maps attached as Appendix "D" Figures 1-4.

11. The Department has identified and classified the Site pursuant to ECL Section 27-1305, under classification 2: "Significant threat to the public health or environment -- Action Required."

12. RCA Globcom conducted a Remedial Action Plan at the Building pursuant to an Interim Remedial Plan dated September 1984, as later revised.

13. In 1987, the Department and the Respondent each inspected the Site for additional conditions warranting remediation. In November and December of that year, they jointly reviewed their respective findings. The results of such inspection and review are addressed by this Order. The following are the remedial tasks in general which the parties agree are to be performed by Respondent:

1. Removal of all above ground and underground fuel tanks remaining at the Site, including proper disposition of all tank contents.
2. Removal of PCB contaminated concrete in Building No. 9 at the Rocky Point portion of the Site, to the prescribed regulatory limits.
3. Removal of all electrical equipment remaining at the Site.
4. Remediation of PCB contaminated soils remaining

- at the Site, to the prescribed regulatory limits.
5. Removal of all drums and other containment vessels found at the Site.
  6. Installation of monitoring wells at the Rocky Point portion of the Site in the vicinity of Building No. 9, and the analytical testing thereof.
  7. Placement of capping systems over selected portions of the Site.
  8. Removal of Antennas and other support structures remaining at the Site.
  9. Identification of Asbestos-containing products found at the Site, for removal, which the Department currently plans; and
  10. Identification of the various structures remaining at the Site for the planned demolition by the Department.

14. The Department and Respondent acknowledge that the goals of this Order shall be that Respondent:

- a) Develop and implement an inactive hazardous waste disposal site remedial program, as that term is defined in ECL Section 27-1301(3) for the Building. The goal of the remedial program shall be to mitigate and eliminate any potential future threat to the environment

- b) Develop and implement a remedial program to "cap" the Rocky Point Landfill identified in Appendix C Figure 1 and complete all other tasks set forth in Paragraph 13 above.
  
- c) Develop and implement a field investigation to determine the effectiveness of the remedial program specifically assessing the impact upon groundwater and off-Site.

These goals are set forth in the Department-approved Remedial Action Program attached hereto and made part hereof as Appendix "E".

15. In agreeing to the remedial tasks set forth in Paragraph 13, the parties recognized that the Department plans to undertake demolition and clean-up tasks with respect to certain areas of the Site. These tasks include, but are not limited to:

- a) Remove and Dispose of non-electrical equipment, such as boiler units, remaining at the Site.
- b) Demolish Building 9, after Respondent has first removed all PCB-contaminated materials.
- c) Remove the debris piles created by Respondent's lowering and demolishing of all antennas and wooden support structures at the Site, along with

the base units and metal transformer towers.

d) Remove asbestos-containing products.

16. Respondent and the Department agree that it is in the best interest of the parties and the public to expedite the remaining remedial action at the Site by continuing to address the Site on a cooperative basis; Respondent, as a concerned corporate citizen, having waived its right to a hearing herein as provided by law, and having consented to the issuance and entry of this Order and agrees to be bound by provisions, terms and conditions hereof, subject to its reservation of rights contained in paragraph XXVIII hereof.

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

I. All investigations, proposals, reports, plans, remedial programs, and supplements and revisions thereto required by this Order shall address on-Site contamination caused by the disposal of hazardous and industrial wastes at the Site, and shall be prepared, designed and executed in accordance with Requisite Technology. As used in this Order, Requisite Technology means engineering, scientific and construction principles and practices subject to the Department's approval, which (a) are technologically feasible, and (b) will most effectively identify any present or potential future threat to the public health and the



environment posed by the disposal of hazardous and industrial wastes at the Site. The failure of Respondent to submit or undertake a proposal, report, field investigation, or any supplement or revision thereof, which is in accordance with Requisite Technology shall constitute a violation of this Order.

II. As used herein, "hazardous wastes" shall mean hazardous wastes, any hazardous constituents thereof, and any toxic degradation products of such wastes and of such constituents.

III. The Respondent shall perform the Approved Remedial Action Program in accordance with Appendix "E".

IV. Within 30 days of completion of the Remedial Action Program, Respondent shall certify to the Department that the Remedial Action Program was completed in accordance with Appendix E. Such certification which will include as-built drawings, if necessary, shall be signed by a professional engineer, licensed by the State of New York.

V. Within thirty (30) days of receipt of the certification described in Paragraph IV, the Department shall either approve or disapprove the certification of completeness.

VI. In the event the Department or Respondent finds within thirty (30) days of the Department's receipt of certification

that the Remedial Action Program has failed, one shall notify the other by telephone and confirm such notice in writing. Within thirty (30) days from the receipt of such notification Respondent shall develop and submit to the Department a proposal for a Supplementary Remedial Action Program ("Supplementary Program") to correct the failure or cause of disapproval, which shall include a time schedule for implementation.

VII. Within thirty (30) days of completion of the Remedial Action Program, Respondent shall submit a report (the "Report") to the Department founded upon its performance of the Remedial Action Program in accordance with Appendix H. The Report shall include all data generated, and all other information obtained, during the Remedial Action Program and shall also include, but shall not be limited to, the following specific information with respect to the Site:

A. All data collected during the remedial investigation and/or used in preparing the Report, including, but not limited to: soil boring logs, well data, and the results of chemical analyses performed on samples obtained during the field investigation; said data shall be presented in tabulated and/or graphic form where appropriate.

B. An assessment of the results of the Building Investigation and a determination of the current or potential impacts of any threat to human health and the environment which exists, or may exist in the future, at and in the vicinity of the Building, as a result of the hazardous and industrial wastes

disposed of at the Building.

C. References to all scientific or technical literature used in the preparation of the Report; and

D. Names, titles, and disciplines of all professionals engaged in the preparation of the Report.

VIII. Within 30 days of receipt of the report the Commissioner shall determine in writing whether the report is approved or that a supplementary Remedial Action Program is necessary.

IX. Within 30 days after receipt of a determination by the Commissioner that the Respondent should undertake a Supplementary Program, Respondent shall notify the Department in writing of its agreement or disagreement with said determination.

a. If Respondent agrees with said determination, and if Respondent consents to undertake a supplementary remedial action program which is approved by the Department, then this Order shall be modified to include provisions for the development and implementation of such Supplemental Program.

b. If Respondent disagrees with said determination, or if Respondent does not consent to undertake a Supplementary Program which is approved by the Department, then, under either of such circumstances, the Department and the Respondent shall have the right to pursue whatever relief may be legally available to each of them, without prejudice to either parties' right to

contest the same.

X. The Department shall have the right to obtain for the purpose of comparative analysis "split samples" or "duplicate samples", at the Department's option, of all substances and materials sampled by Respondent pursuant to this Order. As used herein: "split samples" shall mean whole samples divided into aliquots; "duplicate samples" shall mean multiple samples, collected at the same time from exactly the same location, using the same sampling apparatus, collected into identical containers, prepared identically, filled to the same volume, and thereafter identically handled and preserved.

XI. Respondent shall provide notice to the Department of any excavating, drilling or sampling to be conducted pursuant to the terms of this Order at least five (5) working days in advance of such activities.

XII. Respondent shall permit any duly designated officer, employee, consultant, contractor or agent of the Department to enter upon the Site or areas in the vicinity of the Site which may be under the control of Respondent, and any areas necessary to gain access thereto, for inspection purposes and for the purpose of making or causing to be made such sampling and tests as necessary to determine the Respondent's compliance with the provisions of this Order.

XIII. Respondent shall obtain whatever permits, easements, rights-of-way, rights-of-entry, approvals or authorizations which are necessary in order to perform the Remedial Action Program and all of Respondent's other obligations pursuant to this Order. The Department shall use its best efforts to assist Respondent in securing all such permits easements, rights-of-way, rights-of-entry, approvals of authorization.

XIV. Respondent shall retain a third-party professional consultant, contractor and/or laboratory to perform the technical, engineering and analytical obligations required by this Order. Said consultant, contractor and/or laboratory shall have demonstrable experience and qualifications in the type of work which they will be performing and said consultant is authorized to offer engineering services in accordance with the New York State Education Law governing professional engineers. The Respondent shall be required to have a health and safety plan prepared and certified by appropriately trained specialists experienced in health and safely operations at hazardous waste disposal sites.

XV. Respondent shall not suffer any penalty under any of the provisions, terms and conditions hereof, or be subject to any proceedings or actions for any remedy or relief if it cannot comply with any requirements of the provisions hereof because of an act of God, war, riot, strikes or other condition as to which negligence or willful misconduct on the part of Respondent was

not a proximate cause, provided however, that Respondent shall immediately notify the Department in writing when it obtains knowledge of any such condition and request an appropriate extension or modification of the provisions hereof.

XVI. If upon reasonable written notice by the Department Respondent fails to comply with any provision of this Order, said failure shall constitute a default and a failure to perform an obligation under this Order and under the ECL unless said failure is for reasons set forth in Paragraph XV. above.

XVII. Upon completion of the Remedial Action Program and, if applicable, the Supplementary Program, and the Department's approval of said programs and related Reports, Respondent shall be released by the Department and the State of New York from any further obligation or liability with respect to the Site and the matters set forth herein and in the Appendices hereto, except as provided in Paragraphs XVIII, XIX and XX below.

XVIII. Notwithstanding any other provision in this Order, the Department reserves the right (at any time before or after Department approval of the completion of the Remedial Action Program, the Supplementary Program and related Reports) to institute proceedings in this action or in a new action seeking to compel the Respondent and/or third parties to perform, or to pay the Department's costs of, remedial action in response to the Department's discovery of Potentially Hazardous Conditions of

which it has no actual notice on the date when it signs this Order. For purposes of this Consent Order, a "Potentially Hazardous Condition" is a physical condition which indicates that investigation is warranted to determine whether a potential threat to the environment or human health may exist or may occur in the future. For an example, an underground oil storage tank is a Potentially Hazardous Condition.

XIX. Nothing contained in this Order shall be construed as barring, diminishing, adjudicating or in any way affecting: (1) any legal or equitable rights, defenses or claims, actions, suits, causes of action or demands whatsoever that the Department or Respondent may have against any third party; (2) either party's right to enforce, at law or in equity, the terms and conditions of this Order against the other party, its directors, officers, employees, servants, agents, successors and assigns in the event that such other party shall fail to fulfill any of its obligations hereunder; and (3) the Department's right to bring any action, at law or in equity against the Respondent, its directors, officers, employees, servants, agents, successors and assigns with respect to areas or resources off-Site that, unknown to the Department as of the date on which it signs this Order, may have been affected or contaminated as a result of the release or migration of hazardous or industrial wastes from the Site in connection with, relating to, or arising out of Respondent's activities at the Site; and (4) Respondent's right to contest any determination made by the Department in connection with its

obligations hereunder.

XX. The terms of this Order shall not be construed to prohibit the Commissioner or his duly authorized representative from exercising any summary abatement powers, either at common law or as granted pursuant to statute or regulation.

XXI. Respondent shall indemnify and hold the Department, and its representatives, agents, directors, officers, employees, affiliates, subsidiaries, parents, successors and assigns harmless for all claims, suits, actions, damages and costs of every name and description (including reasonable attorney's fees) arising out of or resulting from the Respondent's fulfillment, or lack of fulfillment, of the terms of this Order by Respondent, its directors, officers, employees, servants, agents, successors or assigns.

XXII. The effective date of this Order shall be the date this Order is signed by the Commissioner or his designee.

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

XXIV. A. All communication required hereby to be made between the Department and Respondent shall be made in writing



and transmitted by United States Postal Service Return Receipt Requested, or hand delivered to the address listed hereunder.

B. Communication to be made from Respondent to the Department shall be made as follows:

1. Two copies to the Director, Division of Environmental Enforcement, Room 422  
50 Wolf Road, Albany, New York 12233.
2. Two copies to the Div. of Haz. Waste Remediation  
50 Wolf Road - Room 212  
Albany, New York 12233-4010.  
Attn: Michael J. O'Toole, Jr., P.E., Director
3. Two copies to the Div. of Env. Enforcement  
202 Mamaroneck Avenue Room 304  
White Plains, N.Y. 10601-5381  
Attn: Alice M. McCarthy, Esq.
4. Two copies to the Regional Director, Reg. I  
NYS Dept. of Environmental Conservation  
Building #40, Stony Brook, N.Y. 11794.
5. Two copies to NYS Dept. of Health  
Bur. of Env. Exposure Investigation  
2 University Place Room 205  
Albany, N.Y. 12203

C. Communication to be made from the Department to Respondent shall be made as follows:

Mr. Michael A. Miller  
Manager, Remedial Engineering  
General Electric Company  
Corporate Environmental Programs Operation  
3135 Easton Turnpike  
Fairfield, CT 06431

D. The Department and Respondent respectively reserve the right to designate other or different addresses on notice to the other.

E. No informal advice or guidance by the Department's officers or employees or representatives upon any plan, report, proposal, study or other document, or modifications or additions thereto, submitted by Respondent to the Department, shall relieve Respondent of any obligation it may have to obtain the Department's formal written approval of the same.

XXV. The provisions of this Order shall be deemed to bind Respondent, its officers, directors, agents, servants, employees, successors and assigns.

XXVI. Nothing herein shall be construed to bind any entity not specifically bound by the terms of this Order.

XXVII. The provisions hereof shall constitute the complete and entire Order between Respondent and the Department concerning the Site. No terms, conditions, understandings or agreements purporting to modify or vary the terms hereof shall be binding unless made in writing and subscribed by the party to be bound.

XXVIII. Nothing contained in this Order shall be construed as an admission by Respondent of any factual or legal matter or of any liability, except Respondent's liability to comply with the terms of this Order.

DATED: *February*, New York

*February 10, 1989* ~~1988~~



*in de Signe*  
THOMAS C. JORLING  
Commissioner

New York State Department of  
Environmental Conservation

TO: Andrew Reisman, Esq.  
G.E. Supply  
Building 21-EW  
1285 Boston Avenue  
Bridgeport, CT 06601



**APPENDIX A**

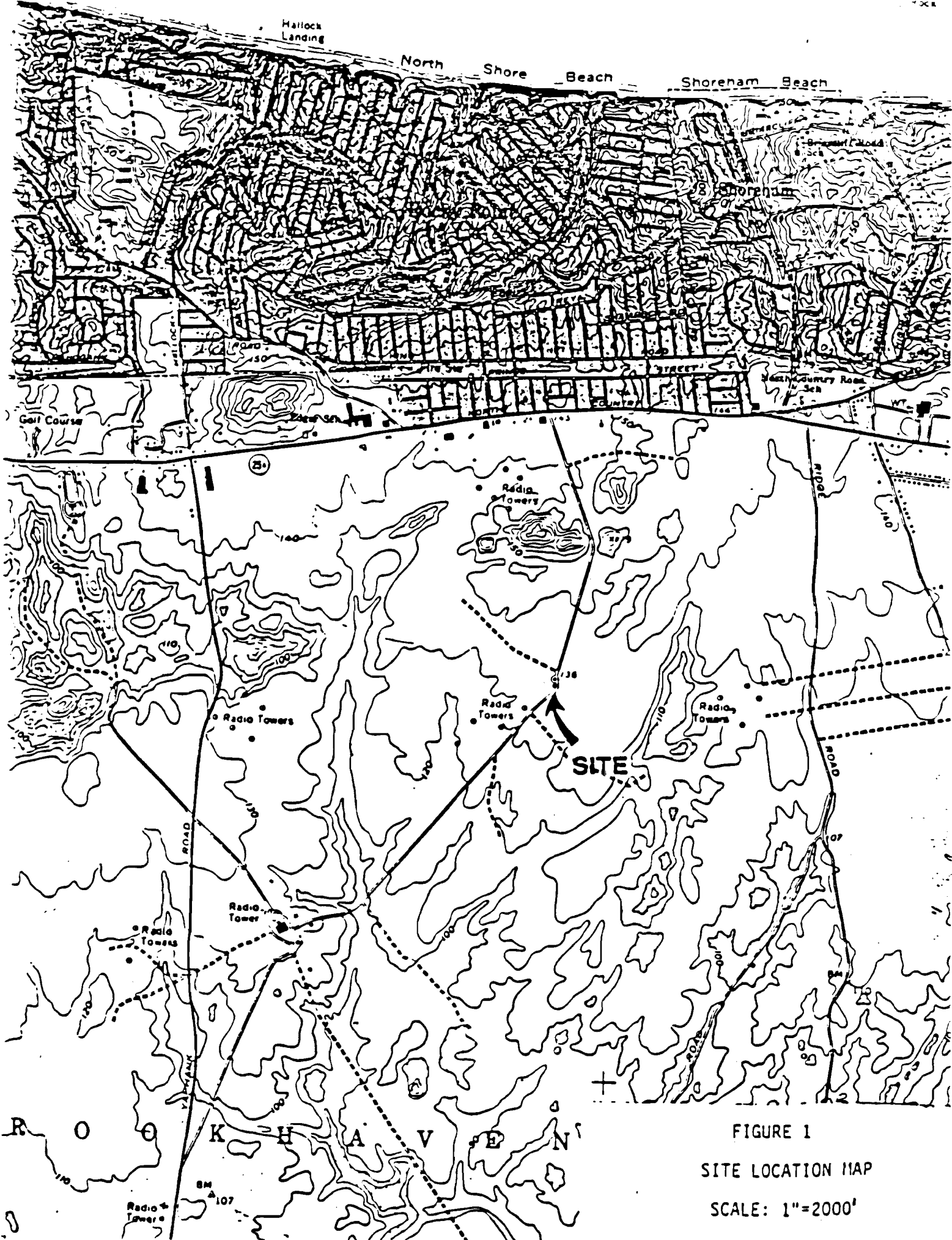
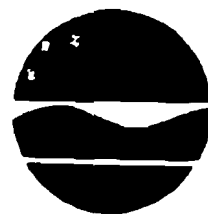


FIGURE 1  
 SITE LOCATION MAP  
 SCALE: 1"=2000'

**APPENDIX B**

New York State Department of Environmental Conservation  
Building 40 - State University of New York  
Stony Brook, New York 11794  
(516) 751-7900



Robert F. Flacke  
Commissioner

March 5, 1982

Mr. S. M. Porfido, Vice President  
Environmental and Facilities Services  
RCA  
Route 38  
Cherry Hill, New Jersey 08350

Re: Rocky Point/Riverhead Sites  
Agreement and Release

Dear Stan:

This refers to our agreement reached in the discussions held at our meeting of September 18, 1981, concerning the handling of the PCB-bearing equipment and disposition of the landfill sites at the Rocky Point and Riverhead properties.

A. Riverhead

1. RCA will arrange and pay for the testing of the soil within the Riverhead landfill by the engineering firm of Betz-Converse-Murdoch, Inc., using the approved EPA extraction procedures.
2. RCA will then arrange for the removal of the material from the landfill site to the Brookhaven landfill, if acceptable, or if not, to a mutually agreeable alternative site that can handle such wastes.
3. RCA will install one monitoring well at the site.

B. Rocky Point

1. RCA will cooperate with the NYSDEC in securing the services of Sun Ohio Joint Venture (or another EPA approved vendor) for the purpose of chemically treating the PCB contaminated liquid



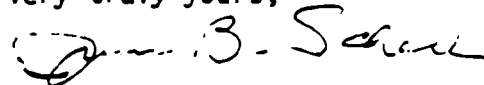
contained in various pieces of equipment at the landfill site and will see to the proper storage and disposal of all such equipment in accordance with all applicable laws and regulations, all at RCA's expense.

2. The NYSDEC will be responsible for the capping work to be performed at the Rocky Point landfill, and RCA will provide the required amount of bentonite at an approximate cost of \$12,000.

In consideration for your acceptance of the foregoing obligation, the State of New York agrees that upon completion of these items, it will release RCA from any and all further liability or obligation whatsoever, with respect to any known conditions at the Rocky Point and Riverhead sites.

If the foregoing accurately sets forth our agreement, please so indicate by executing one copy of this letter and returning same to my attention.

Very truly yours,



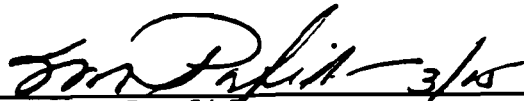
JOAN B. SCHERB  
Regional Attorney

JBS:cm

ACCEPTED AND AGREED:

RCA CORPORATION

By: \_\_\_\_\_

 3/15  
S. M. Porfiro  
Staff Vice President  
Environmental and Facilities Services

STATE OF NEW YORK: DEPARTMENT OF ENVIRONMENTAL CONSERVATION

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In the Matter of

RCA GLOBAL COMMUNICATIONS, INC.  
INACTIVE WASTE DISPOSAL SITE  
REMEDIAL ACTION PLAN  
ROCKY POINT, N.Y.

Index # TO061385  
CONSENT AGREEMENT

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This Consent Agreement (hereinafter "Agreement") is entered into by and between the State of New York, Department of Environmental Conservation (hereinafter "Department") and RCA Global Communications, Inc. (hereinafter "RCA").

I. Background

1. The Department is responsible to ensure compliance with Article 27, Title 13, of the Environmental Conservation Law of the State of New York (the "ECL").
2. RCA is a corporation doing business in the State of New York in that it maintains offices and transacts business in the State of New York.
3. RCA owned property at Rocky Point, Town of Brookhaven, County of Suffolk, State of New York (the "Site"). The Site was owned by RCA from 1927 to 1978. In 1978, RCA made a gift of the Site to the Department.
4. Since November of 1980, the Department and RCA have been engaged in a cooperative effort to address the removal of certain electrical equipment and related material from the Site.
5. On March 5, 1982, RCA voluntarily entered into an Agreement and Release with the Department to undertake agreed upon remedial actions necessary at the Site and at a related site in Riverhead, NY. A copy of that Agreement and Release is attached as Exhibit A.
6. The Department has listed both the Rocky Point and Riverhead sites on its 1984 Annual Report of Inactive Waste Disposal Sites. In each case, the Department has noted that there is inadequate data available to determine what impact, if any, the site may have on the environment and accordingly has assigned each site a 2.a. classification.
7. RCA commenced testing and removal of all suspect electrical equipment in August of 1982, and completed this task in January of 1983.

8. In parallel with these activities, RCA commenced environmental engineering studies to determine the nature of the materials at the Riverhead landfill site. All landfill material debris was removed to off-site permitted facilities in December, 1984..

9. Similar environmental engineering studies were commenced at Rocky Point during the early phases of remedial action when evidence of a transformer oil spill was discovered in and around Building 9. Although not within the scope of tasks agreed to in Exhibit A, RCA removed approximately 2200 cubic yds. of soil and completed initial decontamination of spill areas inside the building. All materials were removed to properly permitted disposal facilities.

10. On May 24, 1985, RCA and the Department were named defendants in a show cause proceeding and two related actions filed by the Town of Brookhaven. The Show Cause Order has been withdrawn leaving two essentially identical actions pending in the Supreme Court of the State of New York (Index #85-8531) and in the Court of Claims of the State of New York (Index #018988). On August 21, 1985, the Town of Brookhaven amended its Complaint.

## II. Intent of Agreement

1. The Department and RCA desire to agree upon and set forth the remaining remedial action to be undertaken by RCA at the Site.

2. RCA and the Department agree that it is in the best interest of the parties and the public to expedite the remaining remedial action at the Site by continuing to address the Site on a cooperative basis.

## III. Agreement

1. RCA and the Department agree that the Cleanup Plan and Schedule attached hereto and made a part hereof, as Exhibit "B", contains the tasks that, upon implementation, will provide reasonable assurance that the Site has been remediated and is not a potential threat to the environment and/or public health.

2. RCA agrees to undertake the tasks described in the cleanup Plan and Schedule attached hereto and to complete same within the times provided therein, subject to its rights under Article V thereof.

3. The Department agrees that upon completion of the tasks described in the Cleanup Plan, it will remove the site from the Department's list of Inactive Waste Disposal Sites.

#### IV. Reporting Provisions

1. The Department may require copies of any data produced by RCA as a result of its activities at the Site.

2. The Department shall monitor progress toward completion of the tasks set forth in the Cleanup Plan. RCA shall submit status reports to the Department in accordance with the Schedule attached hereto.

3. All information required to be submitted to the Department shall be sent in duplicate to:

- (a) NYSDEC  
Division of Solid and Hazardous Waste  
Room 209  
50 Wolf Road  
Albany, NY 12233
- (b) Director  
Division of Environmental Enforcement  
Room 618  
50 Wolf Road  
Albany, NY 12233
- (c) Regional Director, Region I  
NYSDEC  
Building 40  
Stony Brook, NY 11794

4. All correspondence to RCA shall be sent to:

G. K. Nestel  
Director, Environmental and  
Occupational Health Engineering  
RCA Corporation  
P. O. Box 2023  
Princeton, NJ 08540

#### V. Excusable Delay

RCA shall not suffer any penalty or be subject to any proceedings, actions or suits for any remedy or relief, if it cannot timely complete the tasks set forth in the attached Cleanup Plan and Schedule due to causes beyond its control and not due to its negligence, including but not limited to, strikes or other labor disputes, acts of God, war, riot, adverse weather conditions, acts or omissions of third parties including the Department, the laws of

the United States, any State or Territory, or any political subdivision of any or either of them; or the rules or regulations of any governmental department, body or agency, and any delays in material or equipment delivery. In such event, RCA shall be granted an extension of time equal to the delay resulting from such cause(s) to perform the tasks set forth in the Cleanup Plan.

#### VI. Reservation of Rights

1. The Department specifically reserves all rights to institute equitable, administrative or civil action or to recover penalties and fines for any noncompliance by RCA with the provisions of this Agreement.

2. RCA reserves the right to contest any determination or Order issued by the Department which disputes whether RCA has substantially complied with the obligations of this Agreement or other obligations not expressly referenced herein. RCA's execution of this Agreement shall not be construed as a waiver of any defenses it may wish to raise in any proceeding and nothing contained in this Agreement shall constitute an admission by RCA with respect to any factual or legal matters. Both RCA and the Department agree not to contest the validity or terms of this Agreement in any action to enforce its provisions. No action, regardless of form, arising out of this Agreement may be brought more than one (1) year after the cause of action has arisen.

3. Nothing contained in this Agreement shall affect any right, claim, interest, defense or cause of action of either party hereto with respect to third parties.

#### VII. Termination/Release

1. This Agreement shall terminate upon completion of all tasks set forth in the attached Work Plan and Schedule.

2. Upon completion of all tasks, RCA shall be relieved and discharged of all further obligation or liability with respect to the undertakings set forth herein and in the Agreement and Release dated 3/5/82. RCA shall also be relieved from all liability or obligation arising out of or in any way connected with the conditions at the Rocky Point and Riverhead sites, including but not limited to, the actions filed by the Town of Brookhaven under Index 85-8531 and the related Court of Claims Action. The Department will prepare and file whatever documents may be necessary to evidence such release and discharge. The Department further agrees and acknowledges that upon completion of RCA's obligations hereunder, the Department will assume sole responsibility for any further or additional undertakings at the site consistent with its status as site owner.

3. The Department acknowledges that RCA has spent, to date, in excess of three quarters of a million dollars in a voluntary and cooperative effort to address Site conditions and will incur substantial additional expense, estimated at \$200,000, in meeting its obligations under this Agreement, and agrees that such sums are good and sufficient consideration for the foregoing release.

VII. Execution

The persons signing this Agreement affirm that they are authorized representatives of their respective organizations for the purpose of binding their respective organizations to the terms hereof.

It is so agreed.

NEW YORK STATE DEPARTMENT OF  
ENVIRONMENTAL CONSERVATION

RCA GLOBAL COMMUNICATIONS, INC.

By: \_\_\_\_\_

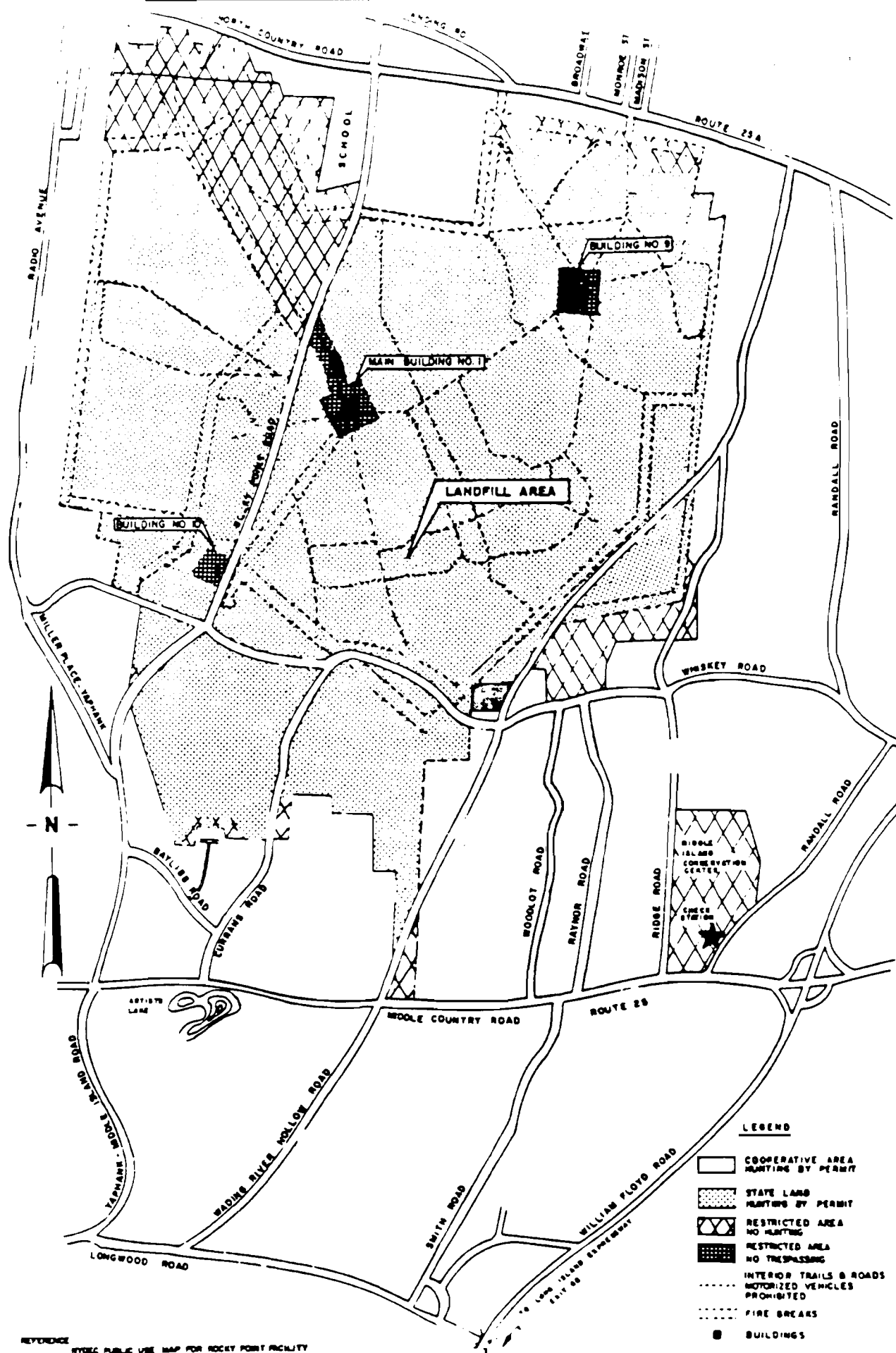
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**APPENDIX C**



REFERENCE: NYDEC PUBLIC USE MAP FOR ROCKY POINT FACILITY

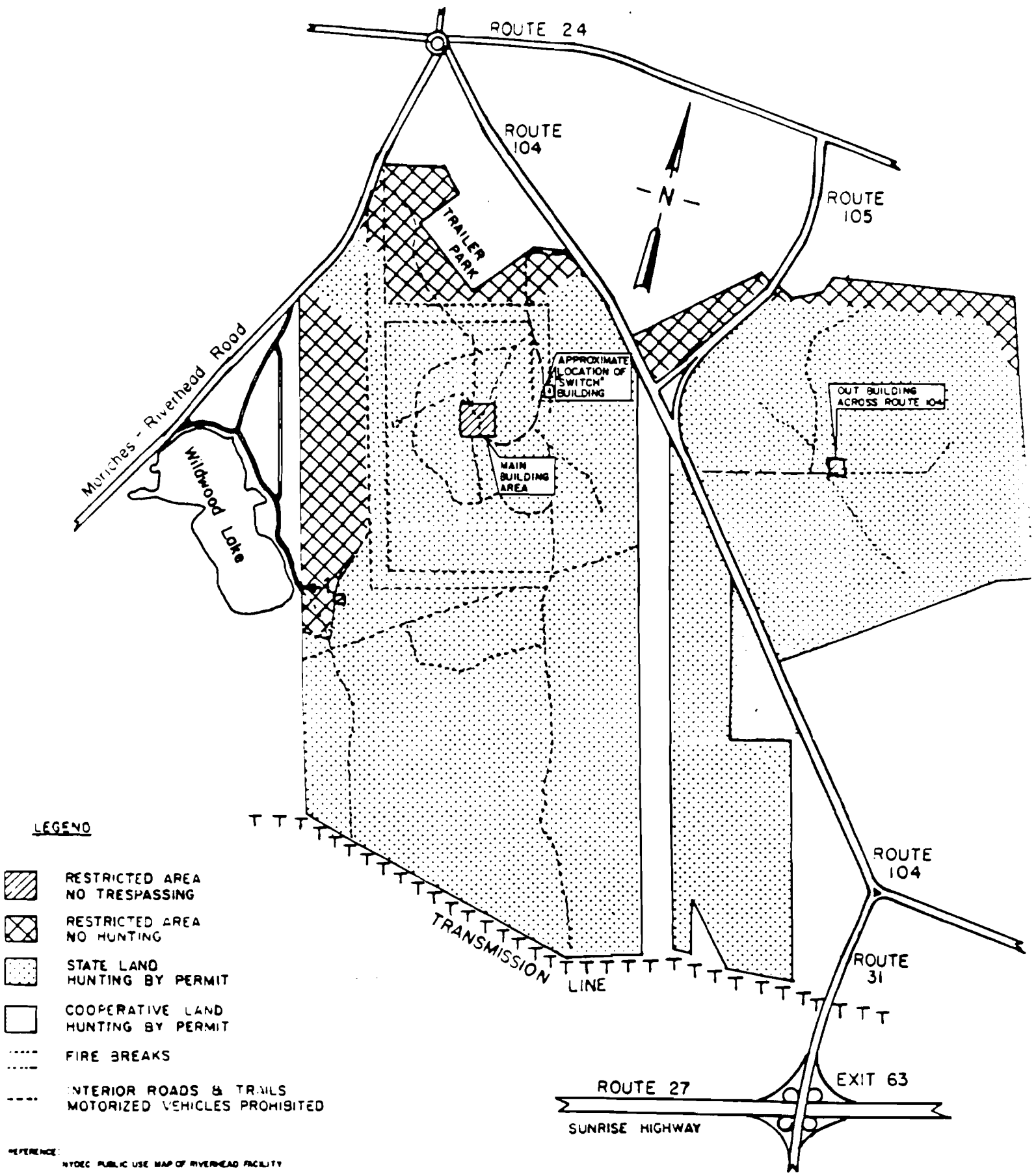
**ROCKY POINT FACILITY**  
 APPROX SCALE 1"=1000'









**FIGURE 1**



RIVERHEAD



LEGEND

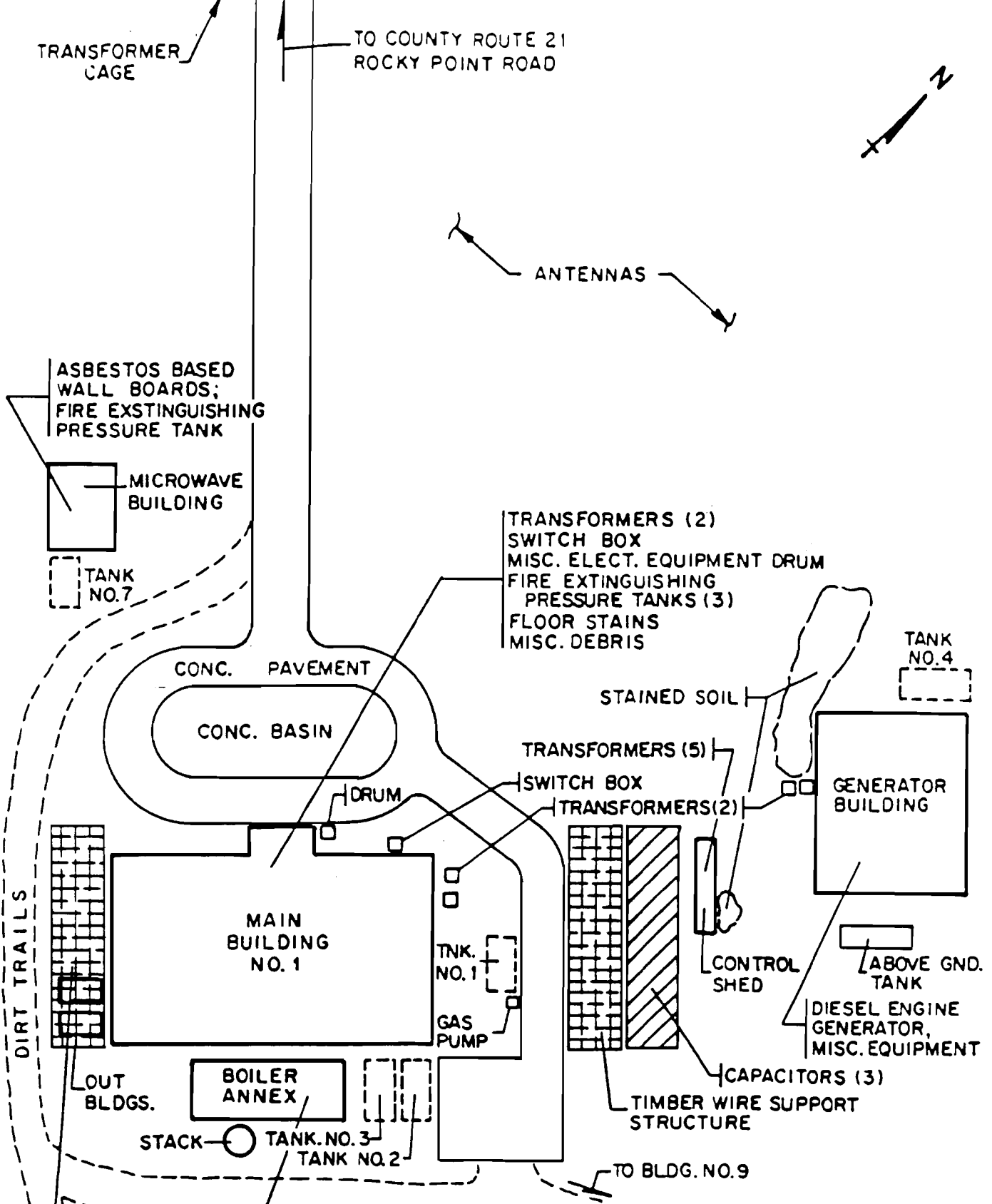
-  RESTRICTED AREA NO TRESPASSING
-  RESTRICTED AREA NO HUNTING
-  STATE LAND HUNTING BY PERMIT
-  COOPERATIVE LAND HUNTING BY PERMIT
-  FIRE BREAKS
-  INTERIOR ROADS & TRAILS MOTORIZED VEHICLES PROHIBITED

REFERENCE:  
NYDEC PUBLIC USE MAP OF RIVERHEAD FACILITY

RIVERHEAD FACILITY  
N.T.S.

FIGURE 2

**APPENDIX D**

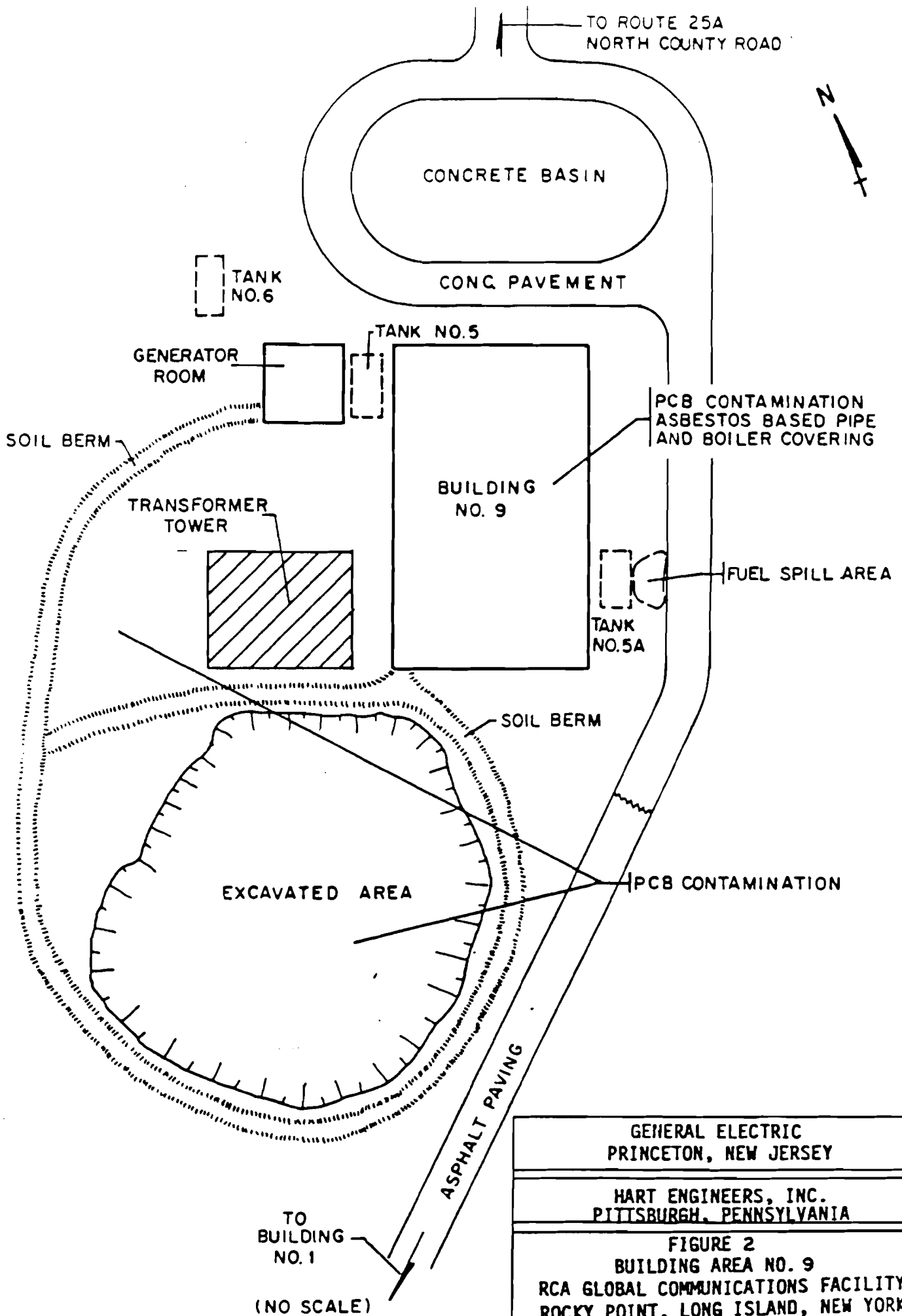


GENERAL ELECTRIC  
PRINCETON, NEW JERSEY

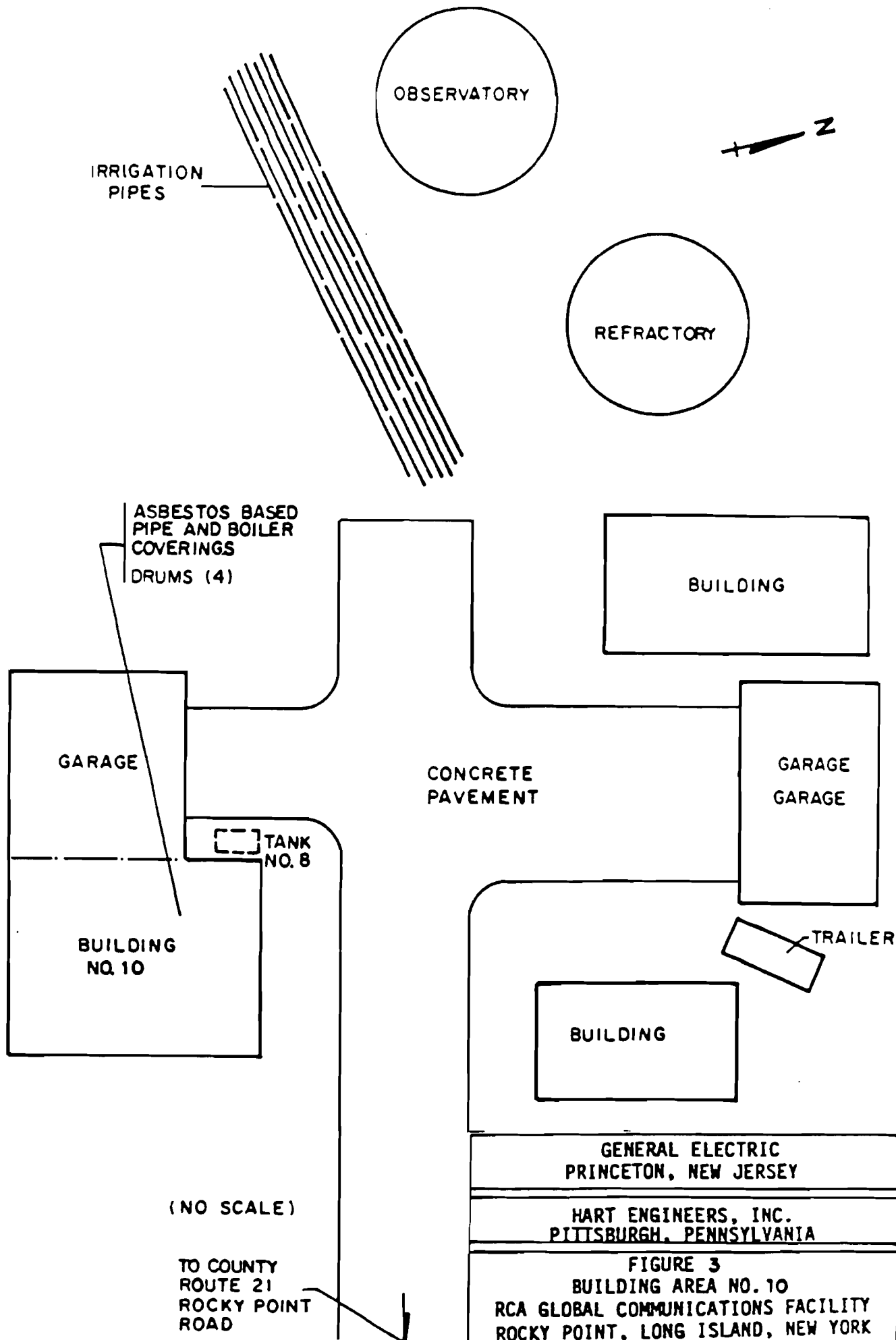
HART ENGINEERS, INC.  
PITTSBURGH, PENNSYLVANIA

FIGURE 1  
BUILDING AREA NO. 1  
RCA GLOBAL COMMUNICATIONS FACILITY  
ROCKY POINT, LONG ISLAND, NEW YORK

( NO SCALE )

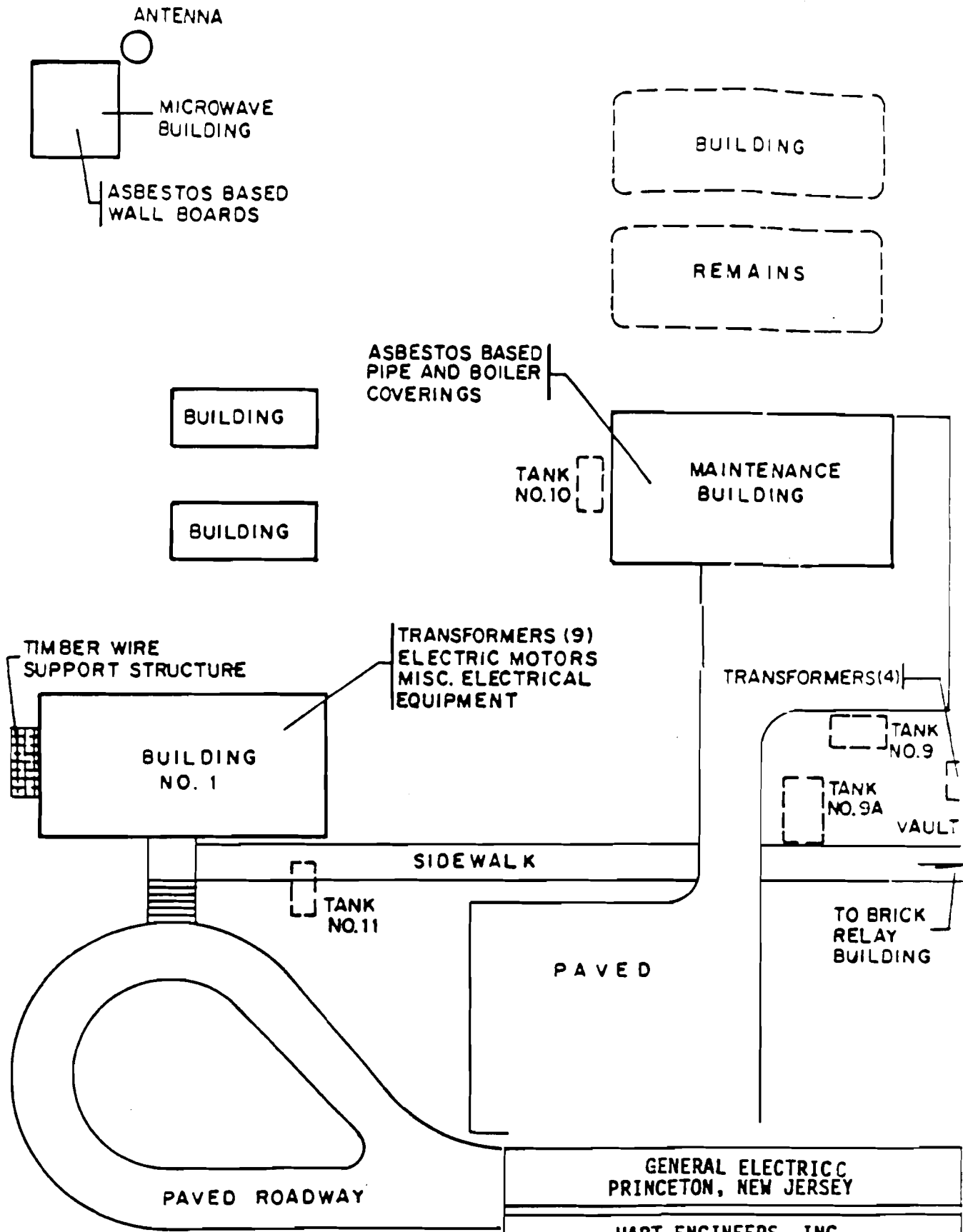


GENERAL ELECTRIC PRINCETON, NEW JERSEY
HART ENGINEERS, INC. PITTSBURGH, PENNSYLVANIA
FIGURE 2 BUILDING AREA NO. 9 RCA GLOBAL COMMUNICATIONS FACILITY ROCKY POINT, LONG ISLAND, NEW YORK



(NO SCALE)

**FIGURE 3**  
**BUILDING AREA NO. 10**  
**RCA GLOBAL COMMUNICATIONS FACILITY**  
**ROCKY POINT, LONG ISLAND, NEW YORK**



(NO SCALE)

GENERAL ELECTRIC PRINCETON, NEW JERSEY
HART ENGINEERS, INC. PITTSBURGH, PENNSYLVANIA
FIGURE 4 BUILDING AREA NO. 1 RCA GLOBAL COMMUNICATIONS FACILITY RIVERHEAD, LONG ISLAND, NEW YORK

APPENDIX E  
REMEDIAL ACTION PROGRAM  
ROCKY POINT AND RIVERHEAD  
STATE GAME LANDS  
LONG ISLAND, NEW YORK

APRIL 25, 1988

## T A B L E O F C O N T E N T S

	<u>Page</u>
1.0 SUMMARY . . . . .	1
2.0 SCOPE OF WORK. . . . .	2
2.1 Removal of Fuel Tanks. . . . .	2
2.2 Remediation of PCB Contaminated Concrete . . . . .	4
2.3 Removal of Electrical Equipment. . . . .	10
2.4 Remediation of PCB Contaminated Soils. . . . .	12
2.5 Removal of Drums . . . . .	14
2.6 Replacement of Monitoring Wells. . . . .	15
2.7 Construction of Capping Systems. . . . .	18
2.8 Removal of Antennas. . . . .	19
3.0 ASBESTOS-CONTAINING PRODUCTS . . . . .	21
4.0 BUILDING DEMOLITION. . . . .	23
5.0 PERFORMANCE CHECKLIST. . . . .	25
6.0 SCHEDULE OF IMPLEMENTATION . . . . .	27



## 1.0 SUMMARY

The tasks to be undertaken by the General Electric Company (the "Respondant" or "GE") are as follows:

1. Removal of all above ground and underground fuel tanks remaining at Sites, including proper disposition of all tank contents;
2. Removal of PCB contaminated concrete in Building No. 9 at the Rocky Point Site, to the prescribed regulatory limits;
3. Removal of all electrical equipment remaining at Sites;
4. Remediation of PCB contaminated soils remaining at the Sites, to the prescribed regulatory limits;
5. Removal of all drums and other containment vessels found at the Sites;
6. Installation of monitoring wells at the Rocky Point Site in the vicinity of Building No. 9, and the analytical testing thereof;
7. Placement of capping systems over selected portions of the Sites; and,
8. Removal of Antennas and other support structures remaining at the Sites.

## 2.0 SCOPE OF WORK

The following sections describe the scope of each task to be undertaken at the Site by GE and the remedial measures and activities to be implemented.

### 2.1 Removal of Fuel Tanks

#### 2.1.1 Scope of Remediation

The removal of the remaining fuel storage tanks at both Sites will be performed as part of the task activities. Currently, there are twelve (12) underground tanks and one (1) above ground tank known to be in existence at the Sites. Table 2-1 presents the available tank information, along with the location of each tank and the fluid materials contained therein.

#### 2.1.2 GE Responsibility

GE will be responsible for the removal and proper disposition of all tanks and contents at the Site as defined in Section 2.1.1. In addition, GE will be responsible for the removal and proper disposal of any contaminated soils encountered during tank removal associated with tank leakage, to the regulatory limits for soil contamination.

#### 2.1.3 Remedial Measures

GE's Contractor will remove all liquids from the tanks and properly dispose of the fluids in compliance with all applicable regulations according to the material information presented in Table 2-1. Additional testing shall be performed only at the direction of the Contractor or its Disposal Company for the sole purpose of proper disposal.

T A B L E 2 - 1

Tank Product Sample Identification

PHYSICAL PROPERTIES

<u>Tank No.</u>	<u>Sample No.</u>	<u>S.P.Gravity @ 60° API</u>	<u>Flash Point (PM)°F</u>	<u>Solids (Sludge) % by Vol.</u>	<u>Water % by Vol.</u>	<u>Viscosity @ 100°F, SUS</u>	<u>Identification of Material</u>
<u>Rocky Point</u>							
1	NO PRODUCT AVAILABLE FOR SAMPLE						
2	P8	27.6	186	0.01	0.05	44	No. 2 Fuel
3	P9	33.8	156	0.01	0.01	36	No. 2 Fuel
4	NO SAMPLE TAKEN - UNABLE TO ACCESS TANK						
<u>Above Ground Fuel Tank</u>							
	P11	36.8	208	0.30	<0.01	36	No. 2 Fuel
5	NO SAMPLE TAKEN - UNABLE TO ACCESS TANK						
5A	P5	36.8	135	0.05	97	35	Fuel Oil - Light Petroleum Distillation
6	P6	66.8	<20	0.01	28	27	Gasoline
7	P10	67.1	<20	<0.01	<0.01	28	Gasoline
8	P4	32.8	147	<0.01	0.02	34	Fuel Oil - Light Petroleum Distillation
<u>Riverhead</u>							
9	P1	56.4	<20	0.05	96	28 (@ 70°F)	Gasoline
9A	NO SAMPLE TAKEN - UNABLE TO ACCESS TANK						
10	P2	9.3	None	0.03	99+	29	Water
11	P3	35.4	149	<0.01	<0.01	35	Fuel Oil Light Petroleum Distillation

GE's Contractor will excavate the soils overlying the tanks using safe construction procedure as defined by the Occupational Safety and Health Administration guidelines, and will extract the tanks from the excavation. The proper disposition of the tanks, based upon the contamination remaining within, will be the responsibility of the Contractor. Additional testing may be performed to comply with the applicable disposal requirements. The final disposition location and methodology will be reported to GE, which shall share that information with the New York State Department of Environmental Conservation (the "Department").

The soils remaining within the excavation will be sampled and analyzed for the presence of contamination resulting for the leakage of products contained in the tank. Field screening will be performed using an Organic Vapor Analyzer (OVA) or an hNu Photoionization Detector to determine the presence of fuels within the soil structure. When the equipment readings indicate that a background level has been reached, laboratory samples will be collected for conformation. The laboratory results will be compared to regulatory clean-up levels to determine the completion of the soil excavation process. Prior to the initiation of the tank removals, GE will submit a Soil Sampling Plan to the Department for approval. The plan will outline the collection procedures, the number and locations of samples to be taken, the field screening and analysis methods, and regulatory statutes regarding the remediation of any fuel contaminated soils.

## 2.2 Remediation of PCB Contaminated Concrete

### 2.2.1 Scope of Remediation

The remediation of PCB contamination in Building No. 9 of the Rocky Point Site will be performed as part of the task activities. The PCBs are contained in the concrete floor and electrical conduit trenches of the building. A sampling program performed by GE's

environmental consulting firm, Hart Engineers, Inc. ("HART") using a chipping method to collect composite samples in approximately 1/2 inch increments shows that the depth of penetration of the PCB-containing oils ranged from approximately 1/2 inch to over 2 inches, as shown in the data presented in Table 2-2 for the locations shown in Figure 2-1.

The required cleanup levels have been established using the wipe test of the surface, where direct contact can be made with the contaminants. The HART data is indicative of the general depth of penetration of PCB-containing oils into the concrete floor. Through a compilation of all available data, Figure 2-2 has been prepared to show the areas that will be remediated to at least the depths indicated.

#### 2.2.2 GE's Responsibility

GE will be responsible for the removal and proper disposal of the PCB-contaminated concrete found in Building No. 9 at the Rocky Point Site as defined in Section 2.2.1. In addition, GE will be responsible for the verification of adequate removal of contaminated concrete, to the regulatory limits for PCB contamination.

#### 2.2.3 Remedial Measures

GE's Contractor will remove all PCB-contaminated concrete by physically separating it from the surrounding non-contaminated concrete. This will entail the stripping or chipping of various thicknesses of surficial concrete from the underlying material. In some instances, if necessary, the Contractor may remove an entire floor section for disposal. Precise removal procedures and limits will be determined by the Contractor and approved by GE and the Department prior to implementation.

T A B L E 2 - 2

PCB SAMPLE RESULTS  
BUILDING NO. 9 - ROCKY POINT SITE  
HART INVESTIGATION

Type of PCB Contamination : AROCLOR - 1260

<u>Location</u>	<u>Sample No.</u>	<u>Sample Depth Below Surface (In.)</u>	<u>PCB Concentration (ug/kg)</u>
1	CON 1.1	0 - 1/2	19,000
	CON 1.2	1/2 - 1	2,100
	CON 1.3	1 - 1-1/2	64 J
	CON 1.4	1-1/2 - 2+	120 J
2	CON 2.1	0 - 1/2	51,000
	CON 2.2	1/2 - 1	4,900
	CON 2.3	1 - 1-1/2	160 J
	CON 2.4	1-1/2 - 2+	130 J
3	CON 3.1	0 - 1/2	110,000
	CON 3.2	1/2 - 1	1,600
	CON 3.3	1 - 1-1/2	290
	CON 3.4	1-1/2 - 2+	120 J
4	CON 4.1	0 - 1/2	1,900
	CON 4.2	1/2 - 1+	35,000
5	CON 5.1	0 - 1/2	540
	CON 5.2	1/2 - 1	1,500
	CON 5.3	1 - 1-1/2	820
	CON 5.4	1-1/2 - 2+	740
6	CON 6.1	0 - 1/2	70,000
	CON 6.2	1/2 - 1	660
	CON 6.3	1 - 1-1/2	520
	CON 6.4	1-1/2 - 2+	430
7	CON 7.1	0 - 1/2	71,000
	CON 7.2	1/2 - 1	46,000
	CON 7.3	1 - 1-1/2	15,000
8	CON 8.1	0 - 1/2	14,000
	CON 8.2	1/2 - 1	23,000
	CON 8.3	1 - 1-1/2	1,500
	CON 8.4	1-1/2 - 2+	1,600

J Indicates estimated concentrations - concentration is below the detectable limit.

D Indicates material was diluted after extraction.

T A B L E 2 - 2  
(Cont'd.)

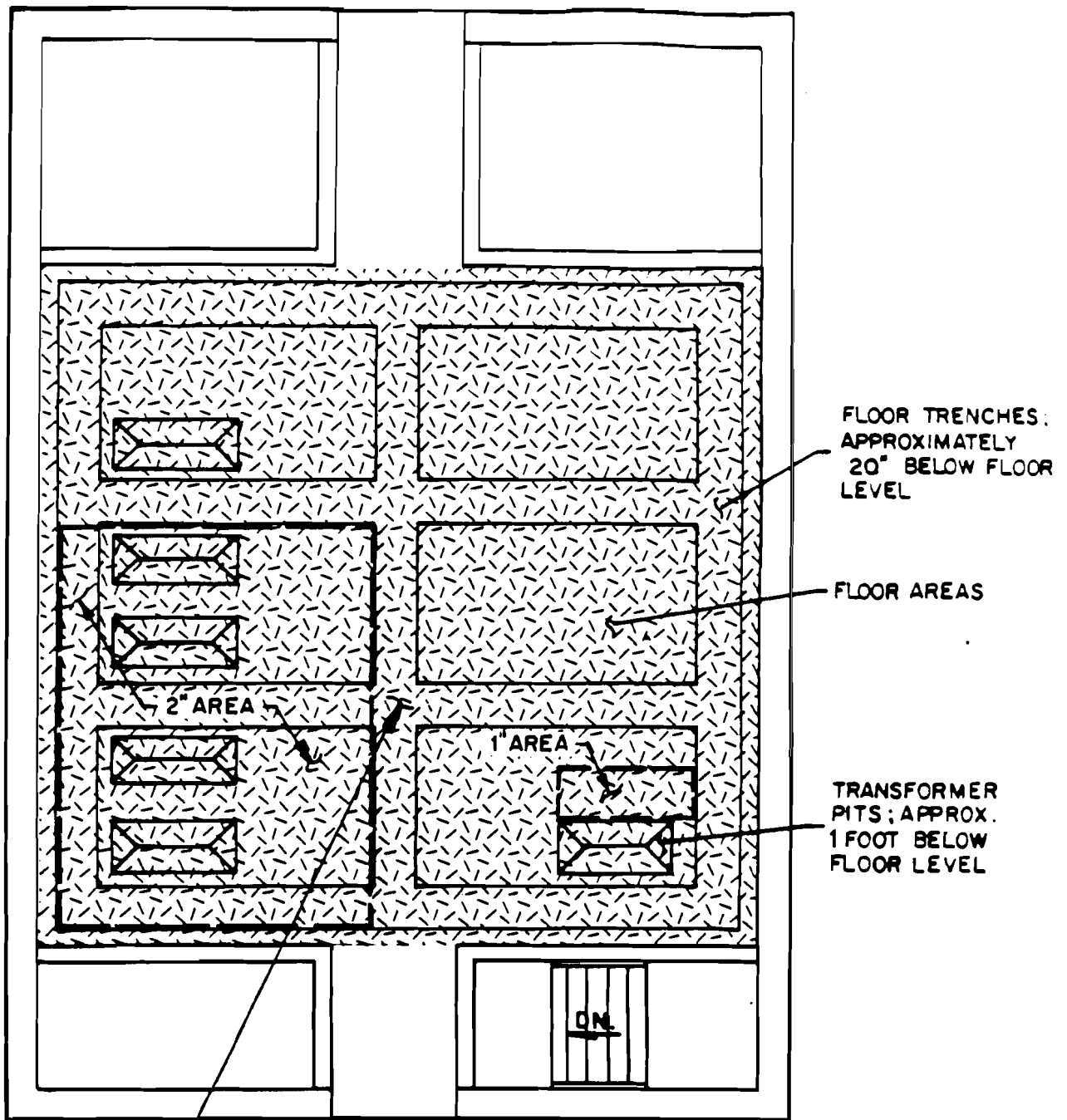
<u>Location</u>	<u>Sample No.</u>	<u>Sample Depth Below Surface (In.)</u>	<u>PCB Concentration (ug/kg)</u>
9	CON 9.1	0 - 1/2	12,000 D
	CON 9.2	1/2 - 1+	10,000 D
10	CON 10.1	0 - 1/2	4,600,000
	CON 10.2	1/2 - 1	1,400,000
	CON 10.3	1 - 1-1/2	96,000
	CON 10.4	1-1/2 - 2+	94,000
11	CON 11.1	0 - 1/2	1,800,000
	CON 11.2	1/2 - 1	220,000
	CON 11.3	1 - 1-1/2	335,000
	CON 11.4	1-1/2 - 2+	610,000
12	CON 12.1	0 - 1/2	34,000
	CON 12.2	1/2 - 1	280
	CON 12.3	1 - 1-1/2	300
	CON 12.4	1-1/2 - 2+	196,000
13	CON 13.1	0 - 1/2	139,000
	CON 13.2	1/2 - 1	2,800
	CON 13.3	1 - 1-1/2	1,200
14	CON 14.1	0 - 1/2	1,500
	CON 14.2	1/2 - 1	260,000
	CON 14.3	1 - 1-1/2	310,000
	CON 14.4	1-1/2 - 2+	20,000
15	CON 15.1	0 - 1/2	21,000
	CON 15.2	1/2 - 1	19,000 D
16	CON 16.1	0 - 1/2	25,000,000
	CON 16.2	1/2 - 1	97,000,000
	CON 16.3	1 - 1-1/2	1,900

J Indicates estimated concentrations - concentration is below the detectable limit.

D Indicates material was diluted after extraction.







AREA OF REMEDIATION - APPROXIMATELY 3,800 FT.<sup>2</sup>  
 ALL AREAS 1/2" MIN. SKIM REMOVAL EXCEPT AS NOTED.

(NO SCALE)

SITE REMEDIATION

<p><b>GENERAL ELECTRIC          PRINCETON, NEW JERSEY</b></p>
<p><b>HART ENGINEERS, INC.          PITTSBURGH, PENNSYLVANIA</b></p>
<p><b>FIGURE 2-2          BUILDING AREA NO. 9          RCA GLOBAL COMMUNICATIONS FACILITY          ROCKY POINT, LONG ISLAND, NEW YORK</b></p>

The contaminated concrete will be disposed of in accordance with all applicable regulations regarding the proper disposal of PCB contaminated soils and building materials.

Upon reaching the pre-determined removal limits defined in Section 2.2.1, the intact surfaces will be sampled through the use of a wipe test to determine the levels of remaining PCB contamination on the concrete. If the contamination does not fall below the regulatory level of 100 ug/100 cm<sup>2</sup> set for solid surfaces by the USEPA in 40 CFR 761.125(2)(i) of the Polychlorinated Byphenyls Spill Cleanup Policy, removal of the concrete will continue in the elevated areas until the target level is achieved.

## 2.3 Removal of Electrical Equipment

### 2.3.1 Scope of Remediation

The removal of all remaining electrical equipment, such as, but not limited to, transformers, capacitors, generators, engines, motors, and switch boxes, which remain at both Sites will be performed as part of the task activities. Previous sampling performed at the Sites indicates that any PCBs contained in the equipment should be at a concentration below the USEPA limit of 50 ppm. Table 2-3 presents a list of known electrical related equipment remaining at the Sites.

### 2.3.2 GE's Responsibility

GE will be responsible for the removal and proper disposition of all electrical equipment and contents at the Sites as defined in Section 2.3.1.

In determining this responsibility, the parties to the order took into account the plans of the Department to remove and dispose of all non-electrical equipment, such as boiler units and other physical plants, remaining at the Sites.

T A B L E 2 - 3

Remaining Electrical Equipment

<u>Site</u>	<u>Building Area</u>	<u>Location</u>	<u>Type of Electrical Equipment Present</u>	<u>Comment</u>
Rocky Point	Main Bldg. #1	Interior, 1st Floor	Transformer	Drain Valve "Open" Stain on Floor
Rocky Point	Main Bldg. #1	Interior, 1st Floor	Transformer	Fluid Level Indicator Indicates "Full"
Rocky Point	Main Bldg. #1	Interior, 2nd Floor	Switch Box	
Rocky Point	Main Bldg. #1	Exterior, Lt. Front Corner	Two Transformers	One Appears to have Discharged to Environment
Rocky Point	Main Bldg. #1	Exterior, Lt. Front Corner	Switch Box	
Rocky Point	Main Bldg. #1	Transformer Cage	Three Capacitors	Lids Off; Laying on Ground, Stain on Surrounding Soils
Rocky Point	Main Bldg. #1	Transformer Control Bldg.	Five Transformers	Two Units Appear to have Discharged to Environment
Rocky Point	Main Bldg. #1	Generator Bldg.	Two Transformers	Lid off of one Unit Stains in Downgraded Soils
Riverhead	Main Bldg.	Interior, 1st Floor	Bank of eight transformers in Motor Room	
Riverhead	Main Bldg.	Interior, 1st Floor	Transformer located Against Outer Wall	
Riverhead	Main Bldg.	Underground Vault in Front of Garage Bldg.	Three Transformers Present	Units Appear Intact
Riverhead	"Switch" Bldg.	Along Main Access Road	Three Transformers/ Capacitors Present	Lids Removed; Fluid Exposed to Environment
Riverhead	"Out" Bldg.	Along Access Road	One Capacitor Present	Underground Vault

### 2.3.3 Remedial Measures

GE's Contractor will remove all electrical equipment, as identified in Section 2.3.1, and their fluid contents where applicable from the Sites and properly dispose of the materials in accordance with all applicable regulations. Additional testing shall be performed at the direction of the Contractor or its Disposal Company for the purpose of proper disposal. The Contractor's fluid handling procedures and equipment cleaning procedures will be submitted by GE to the Department for approval.

Upon the completion of all of GE's removal activities, a visual inspection of the Sites will be performed by the parties to assure that all equipment has been removed. Subsequently, the Department may proceed to remove all remaining equipment at its discretion.

## 2.4 Remediation of PCB Contaminated Soils

### 2.4.1 Scope of Remediation

The remediation of PCB contaminated soils will be performed as part of the task activities at the two areas of concern identified at the Rocky Point Site.

The first area of concern is located at the Generator Building, which is located north of the Main Building (Building No. 1). Two transformers are located behind the building (south side), with the drain valves of each apparently in the "open" position. A discolored soil area, approximately 40 ft. by 75 ft., is located downgradient (west) of the transformers.

The second area of concern is located halfway between the Generator Building and the Main Building at the Rocky Point Site, at the control shed adjacent to the transformer cage. A small discolored area is present at the rear of the shed, near the electrical conduit openings.

In addition, all soils surrounding the various external transformers and switch boxes will be visually inspected to determine whether the soil remediation program should be extended to include those areas.

#### 2.4.2 GE's Responsibility

GE will be responsible for the removal and proper disposition of any soil containing PCB contamination above regulatory levels as defined in Section 2.4.1.

#### 2.4.3 Remedial Measures

The potential cleanup areas will be defined by GE following the removal of all electrical equipment from the site. Visual evidence (stains) and probable cause (soils near electrical equipment) will be the basis for the selection of an area for further investigation.

Samples will be taken by HART for field analysis using a PCB test kit to determine the contamination levels present. If these levels exceed a cleanup limit of 50 ppm as defined by the USEPA, excavation of the soils will be required. Laboratory analysis will be performed to verify the contamination levels only if PCBs are detected in the field and fall below the cleanup limit. A detailed procedure for the location, selection, and analysis of soil samples will be submitted to the Department for approval prior to the start of work.

GE's Contractor will excavate the soils and properly dispose of the materials in compliance with all applicable regulations, according to the material analysis performed in the field. Additional testing shall be performed at the direction of GE's Contractor or its Disposal Company for the purpose of proper disposal. HART will regularly perform the field analysis as described above, to

identify if the contamination levels remain above the regulatory limit. Excavation will continue until the limits are reached and verified by laboratory analysis. Clean, on-site materials will then be used to backfill the excavated areas.

## 2.5 Removal of Drums

### 2.5.1 Scope of Remediation

The removal of drums and containers found at both Sites will be performed as part of the task activities. Currently, there are a number of containers at various locations around the Sites. These are:

- Four (4) 55 gallon drums within Building No. 10 at the Rocky Point Site;
- Two (2) drums at the Main Building at the Rocky Point Site, one inside and one outside the structure. The interior drum is located in a concrete vault on the main floor of the building, and the exterior drum is located at the left front corner of the main entrance (west side) of the building.
- A number of drums located at the Dump Area and a staging area northeast of Building No. 1 at the Rocky Point Site.
- Three high pressure gas cylinders at the Main Building and one at the Microwave Building at the Rocky Point Site, used as part of the on-site fire control systems.

At the time of the filing of the Order On Consent with the court, HART, GE, and Department personnel will perform a site inspection to completely identify and label all items included in the scope of this activity.

### 2.5.2 GE's Responsibility

GE will be responsible for the removal and proper disposal of all drums and containers at the Sites as defined in Section 2.5.1.

The Department acknowledges that G E will not be responsible for the prevention of additional dumping by public and private parties, or for the removal or proper disposition of any drums and containers placed at the site after the date of the signing of the Order On Consent.

### 2.5.3 Remedial Measures

GE's Contractor will remove all drums and containers from the Sites and properly dispose of the materials in compliance with all applicable regulations. Testing of the contents will be performed by GE's Contractor or its Disposal Company for the purpose of disposal. The Contractor will use any appropriate means necessary to retrieve the drums for handling and disposal.

If any of the drums have discharged to the environment through the underlying soils, with the exception of the Dump Area at the Rocky Point Site, the contaminated soils will be removed and disposed of in accordance with the applicable regulations. Clean, on-site materials will then be used to backfill the excavated areas.

Upon the completion of all removal activities, a visual inspection of the Sites will be performed by the Department and G E to assure that all containers have been removed.

## 2.6 Replacement of Monitoring Wells

### 2.6.1 Scope of Remediation

The installation and sampling of two new monitoring wells will be performed as part of the task activities. These wells will be

located to the north side of Building No. 9 at the Rocky Point Site, at the approximate location shown on Figure 2-3. The wells will replace a well located immediately adjacent to the south side of Building No. 9. The precise location and depth of installation will be determined prior to Site activities.

These wells will be used to monitor the underlying aquifer for potential downgradient contamination from activities and spills at Building No. 9. Semi-annual samples will be taken for a period of two years following installation and development, and analyzed for the presence of PCBs and petroleum products.

#### 2.6.2 GE's Responsibility

GE will be responsible for the location and installation of the two monitoring wells, in accordance with all applicable regulations, plus the closure of the existing wells. In addition, GE will be responsible for the semi-annual sampling of the wells for a period of two years, and analysis of these samples for PCBs and petroleum products.

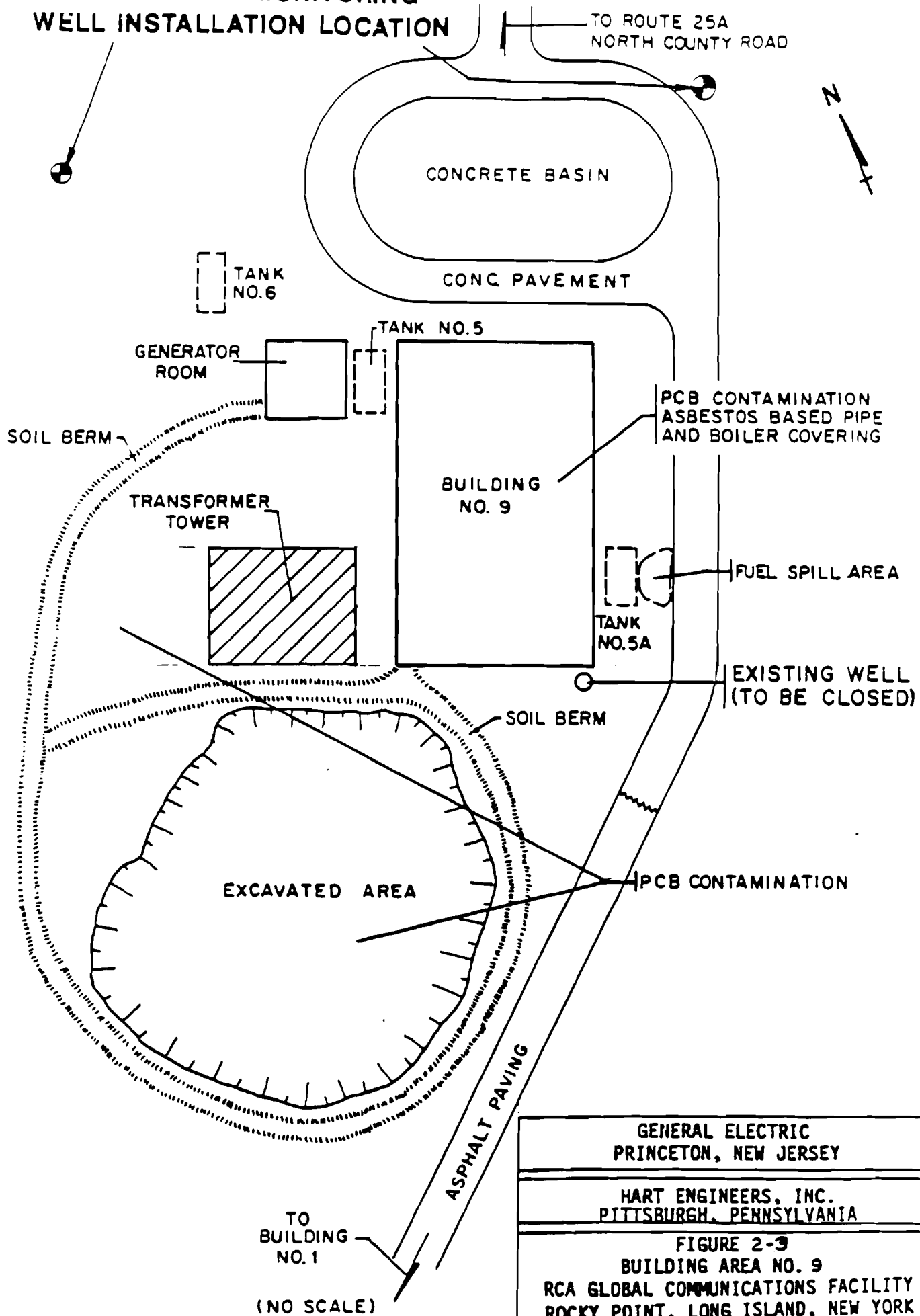
The Department will thereafter be able to conduct long term monitoring of the wells, plus any other analyses that are deemed necessary for the Department's information during the first two years.

#### 2.6.3 Remedial Measures

GE's Contractor will install the monitoring wells as defined in Section 2.6.1, in compliance with all applicable regulations. The wells will be constructed of 2 inch PVC pipe, to an estimated depth of 100 feet to the water table. The wells will be screened using 20 slot PVC wellscreen from 10 feet above to 20 feet below the water table elevation encountered at the time of installation. A detailed hydrogeologic monitoring plan will be prepared following a comprehensive review of the ground water flow regime and other



# ANTICIPATED MONITORING WELL INSTALLATION LOCATION



GENERAL ELECTRIC PRINCETON, NEW JERSEY
HART ENGINEERS, INC. PITTSBURGH, PENNSYLVANIA
FIGURE 2-3 BUILDING AREA NO. 9 RCA GLOBAL COMMUNICATIONS FACILITY ROCKY POINT, LONG ISLAND, NEW YORK

characteristics by GE for review and approval of the Department. The plan will include well construction details and specifications, more precise locations and depths of installation, well development procedures, and the short and long term monitoring requirements for the wells.

Following the construction of the wells, GE will have the wells sampled on a semi-annual basis for two years for the presence of PCBs and petroleum products.

## 2.7 Construction of Capping Systems

### 2.7.1 Scope of Remediation

The construction of capping systems over the PCB contaminated soils at the spill area at Building No. 9 and the Dump Area at Rocky Point will be performed as part of the task activities. The cap at Building No. 9 will be a low permeability barrier constructed of clay or synthetic liner materials, reducing the amount of storm water infiltration into the affected area in order to reduce the potential for migration and transport of the PCBs. The cap will cover approximately one acre near Building No. 9. The capping materials and size for the Dump Area will be selected following an upcoming investigation to be performed by the Department.

In order for the capping to be properly completed, Building No. 9 must be demolished, in accordance with the Department's plan. That, in turn, requires GE to have first removed all PCB contaminated materials. Accordingly, GE and the Department shall cooperate in their scheduling and implementation of these tasks.

### 2.7.2 GE's Responsibility

GE will be responsible for the construction of the Capping System at Building No. 9, including the preparation of construction plans and specifications for the review and approval of the Department.

The Department plans to undertake for the construction of the Capping System at the Dump Area, including the preparation of construction plans and specifications. If Building No. 9 at the Rocky Point Site is not demolished in accordance with Section 2.10 prior to the required construction of the adjacent capping system, GE will not be responsible for the overall performance of the cap.

### 2.7.3 Remedial Measures

Prior to the construction of the cap at Building No. 9, HART will prepare plans and specifications for the work to be performed. These plans will be submitted to the Department for approval. Included in these plans will be:

- Subbase Preparation
- Capping Material Placement
- Anchorage Systems, if appropriate
- Area Revegetation
- Limits and elevations of all work.

GE's Contractor will construct the cap system from the approved plans and specification, to the lines and grades therein presented. Upon completion of all construction activities, GE will prepare as-built drawings to verify that the cap was constructed in general accordance with the plans, noting all field changes required due to conditions encountered during construction. The drawings, with a report detailing the Site activities, will be forwarded to the Department for final approval.

## 2.8 Removal of Antennas

### 2.8.1 Scope of Remediation

The removal of the remaining antennas and wooden support structures at both Sites will be performed as part of the task activities.

### 2.8.2 GE's Responsibility

GE will be responsible for lowering and demolishing all antennas and wooden support structures at the Sites, and forming debris piles for subsequent removal. The Department plans to remove the debris, along with the base units and metal transformer towers, as part of the general demolition activities slated for the Site.

### 2.8.3 Remedial Measures

GE's Contractor will lower all standing antennas and place them in uniform piles on the ground in centrally located groups. Guy wires and anchors will be removed and arranged in an independent pile. The wooden support structures will be demolished, and the debris arranged in a manner to form a safe pile.

The Department plans to gather all the antennas and structures from their staging locations and will properly dispose of the debris with the remainder of the demolition rubble to be produced at the Site. In addition, the Department plans to demolish and remove the concrete pedestals and other bases from the Sites.

Upon completion of GE's demolition tasks, a visual inspection of the Sites will be performed by all parties.

### 3.0 ASBESTOS-CONTAINING PRODUCTS

At the Department's request, GE has identified asbestos-containing products at the Site, in aid of the Department's plans to remove such asbestos products. Currently, several buildings at the Site contain asbestos-based products, in the form of pipe and boiler covers, insulation, and wallboards. Table 3-1 presents the available information regarding the location of the asbestos-containing materials. This material will require special handling prior to the demolition of the structures.

T A B L E 2 - 4

Asbestos Sample Results  
HART INVESTIGATION

Method: EPA-600/M4-82-020/Polarized Light Microscopy

<u>Sample No.</u>	<u>Sample ID</u>	<u>Asbestos Content (% By Wt.)</u>	<u>Asbestos Type</u>	<u>Other Components</u>
<u>Riverhead:</u>				
A1	Pile Behind Garage Bldg.	<1	None Detected	Fibrous Glass
A2	Garage Bldg., Boiler Room	50	Amosite	Magnesia
		10	Chrysotile	
A3	Microwave Bldg., Wall Material	80	Chrysotile	Binder
<u>Rocky Point:</u>				
A4	Bldg. #9, Boiler Room	50	Chrysotile	Animal Hair, Cement
A5	Bldg. #10, Boiler Room	85	Chrysotile	Cellulose
A6	Bldg. #10, Ceiling	<1	None Detected	Cellulose, Binder
A7	Bldg. #10, Garage Bldg. Materials	<1	None Detected	Cellulose, Binder
A8	Bldg. #1, Main Bldg., Boiler Room	60	Chrysotile	Cellulose
A9	Bldg. #1, Out Building at Main Bldg.	<1	None Detected	Ferrous Glass
A10	Bldg #1, Microwave Bldg., Wall Mat's	80	Chrysotile	Binder

#### 4.0 BUILDING DEMOLITION

The Department plans to undertake the demolition and removal of the major buildings at the site, along with all ancillary support buildings and structures, such as transformer platforms and cages, stacks, and concrete pads. Table 4-' presents the available information regarding the buildings and auxiliary structures to be removed as identified by HART, at the Department's request to GE.

T A B L E 4 - 1

Buildings To Be Demolished  
HART RECONNAISSANCE

Riverhead Site

Main Building Area:

- 1) Main Building
- 2) Garage and Maintenance Area
- 3) Two Wooden Buildings behind Main Building
- 4) Microwave Transmission Building

Additional Buildings:

- 1) Abandoned Building across Route 104
- 2) Brick Relay Building along main access road

Additional Cleanup:

- 1) Building Remnants behind Garage and Maintenance Area
- 2) Antennas, Concrete Bases, and Winch Housings located around the Site
- 3) Closure of open well and transformer vaults at the Main Building and the building across Route 104

Rocky Point Site

Main Building Area:

- 1) Main Building
- 2) Microwave Building
- 3) Generator Building
- 4) Maintenance Shed

Building No. 9 Area:

- 1) Building No. 9
- 2) Generator Building

Building No. 10 Area:

- 1) Building No. 10 w/attached Garage
- 2) Observatory Building
- 3) Refractory Building
- 4) Garage and Maintenance Area
- 5) Additional Support Buildings within Fenced Area

Additional Buildings:

- 1) Pump House (adjacent to Route 25A; West of Route 21)

Additional Cleanup:

- 1) Antennas, Concrete Bases, and Winch Housings located around the Site
- 2) Transformer Support Structures
- 3) Tanker and Irrigation Piping near Building No. 10
- 4) Concrete Basins in front of the Main Buildings and Building No. 9.



## 5.0 PERFORMANCE CHECKLIST

To aid in the tracking of the performance of each Consenting Party relative to the various responsibilities outline in this Work Plan, a Performance Checklist has been prepared and is presented as Table 5-1.

T A B L E 5 - 1

PERFORMANCE CHECKLIST  
Site Remediation Activities  
Rocky Point and Riverhead Sites

<u>Remediation Task</u>	<u>Work Plan Section</u>	<u>Department Approval</u>	<u>Date</u>	<u>Release Granted</u>	<u>Date</u>
Tank Removal	2.1	_____	_____	_____	_____
PCB Contaminated Concrete	2.2	_____	_____	_____	_____
Electrical Equipment	2.3	_____	_____	_____	_____
PCB Contaminated Soils	2.4	_____	_____	_____	_____
Drum Removal	2.5	_____	_____	_____	_____
Monitoring Well Installations	2.6	_____	_____	_____	_____
Capping System Construction at Building No. 9	2.7	_____	_____	_____	_____
Antenna Lowering and Demolition	2.8	_____	_____	_____	_____

## 6.0 SCHEDULE OF IMPLEMENTATION

The estimated project schedule for the performance of the work as outlined in this Work Plan and required by the Order On Consent is presented in Figure 6-1.

(WP-B-#1)

# FIGURE 6--1 ANTICIPATED SITE REMEDIATION SCHEDULE

