

11/16/93

STATE OF NEW YORK: DEPARTMENT OF ENVIRONMENTAL CONSERVATION

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In the Matter of the  
Development and Implementation  
of a Remedial 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  
by

ORDER  
ON  
CONSENT

INDEX #  
W3-0630-92-12

Site Code #  
3-56-011

Philips Components  
Discrete Products Division of  
North American Philips Corporation

Respondent.

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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 entered into pursuant to the Department's authority under ECL Article 27, Title 13 and ECL Section 3-0301.

2. Philips Components Discrete Products Division of North American Philips Corporation ("Respondent"), a Delaware corporation, is the owner of a facility in Saugerties, New York, formerly known as the Ferroxcube Division. The Respondent was owner and operator of an industrial plant located on land within the state of New York. The site and office are located at 1033 Kings Highway,

Saugerties, New York. During Respondents' ownership, hazardous and industrial wastes were deposited on the land which contaminated surrounding wells and soils. A site map is attached to this Order as Appendix "A".

3. Following a period of public comment, the Department selected a final remedial alternative for the Site in a Record of Decision ("ROD"). The ROD, attached to this Order as Appendix "B", is incorporated as an enforceable part of this Order.

4. The Site is an inactive hazardous waste disposal Site, as that term is defined at ECL 27-1301.2, and 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 Site Number 3-56-011. The Department has classified the Site as a "2" pursuant to ECL 27-1305.4.b.

5. 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 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. ECL 3-0301.1.i.

6. The Department and Respondent agree that the goals of this Order are for Respondent to (i) develop and implement, in accordance with the ROD, an inactive hazardous waste disposal site remedial program ("Remedial Program") for the Site that shall include design and implementation, and operation, maintenance and monitoring of the selected remedial alternative; and (ii) reimburse certain of the State's administrative costs as set forth in ¶ VI.

7. Respondent, having waived Respondent's 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. Remedial Design Contents

All work associated with the remedial design shall be prepared by a professional engineer (hereafter called the Design Engineer).

A. Within 30 days after the effective date of this Order, Respondent shall submit to the Department a preliminary remedial design. The preliminary design submittal will include the following:

1. Description of the method proposed to increase the yield of Well OW3;
2. Design criteria. These will include design factors, assumptions, codes and their relationship to the objectives of the remedial action stated in the ROD;
3. Preliminary plans, drawings and sketches;
4. Required specifications in outline form;
5. Preliminary construction schedules;
6. Identification of potential RCRA disposal facilities for the hazardous waste that will be generated;
7. Preliminary description of proposed procurement and construction sequencing and critical path analysis (CPA).

B. Within 30 days after the approval of the preliminary design, the Respondent shall submit to the Department a pre-final design. The pre-final design submittal will include the following:

1. Final "Construction Quality" plans and specifications;
2. A Construction Quality Assurance Project Plan;
3. A Field Sampling Plan;
4. A Pre-final Construction Schedule and CPA;
5. A Health and Safety Plan;
6. An Effectiveness Monitoring Plan;
7. A Contingency Plan;
8. A Citizen Participation Plan.

The final design drawings (24 inch by 36 inch blue line prints) will include the following:

- . A cover sheet with drawing index;
- . A plan of the Site showing existing contours and facilities, and the affected homeowners' properties;
- . A plan of the Site showing the locations of existing monitoring and affected homeowners' wells, with ranges of contaminants found in selected monitoring wells and the homeowners' wells;

- . A plan showing the vertical and horizontal extent of contamination in the soil;
- . Representative cross-sections showing hydro-geological features, well profiles, and vertical extent of contamination in the groundwater and soil;
- . Plan showing the layout of the proposed remedial system;
- . Details of the remedial system;
- . Mechanical and Electrical drawings;
- . A Construction Schedule bar chart derived from the CPA showing critical path and floats. The chart should have provisions for tracking actual progress.

The specifications will describe all key elements of the Work and at a minimum will address the following:

- . Health and Safety Plan;
- . Quality assurance/quality control (QA/QC) measures to be implemented during the performance of the work;
- . Codes and Permits;
- . Material and system testing certifications;
- . System installation procedures;
- . Contractor Qualifications;
- . System safety devices and logic;

- . Temporary storage, transportation and disposal of any waste generated.

C. Within 30 days after receipt of the Department's comments regarding the Pre-final design, the Respondent shall submit a Final Remedial Design, signed and sealed by the Design Engineer. All Pre-final design submittals, with any appropriate amendments, shall be resubmitted with the Final Remedial Design. Respondent shall incorporate the Department's comments into the Final Remedial Design. The Design Engineer shall certify that the Final Remedial Design was prepared in accordance with this Order.

## II. Remedial Design Construction and Reporting

A. Within 30 days of the Department's approval of the Remedial Design, Respondent shall commence construction of the Remedial Design, provided that in the event of inclement weather conditions, Respondent may request and the Department shall grant reasonable extensions of the commencement deadline.

B. Respondent shall implement the Remedial Design in accordance with the Department-approved Remedial Design.

C. During implementation of all construction activities identified in the Remedial Design, Respondent shall have on site a full-time representative who is qualified to supervise the work done.

D. Within 30 days after completion of the construction activities identified in the Remedial Design, Respondent shall submit to the Department a detailed post-

remedial operation and maintenance plan ("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 Remedial Design was implemented and all construction activities were completed in accordance with the Department-approved Remedial Design. The O & M Plan, "as built" drawings, final engineering report, and certification must be prepared, signed, and sealed by a professional engineer.

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

F. After receipt of the "as-built" drawings, final engineering report, and certification, the Department shall notify Respondent in writing whether the Department is satisfied that all construction activities have been completed in compliance with the approved Remedial Design.

G. If the Department concludes that any element of the Remedial Program fails to achieve its objectives or otherwise fails to protect human health or the environment, Respondent shall take whatever action the Department determines necessary to achieve those objectives or to ensure that the Remedial Program otherwise protects human health and the environment.

### III. Progress Reports

Respondent shall submit to the parties identified in



paragraph XV.B, in the numbers specified therein, copies of written monthly progress reports that: (i) describe the actions which have been taken toward achieving compliance with this Order during the previous month; (ii) 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; (iii) identify all work plans, reports, and other deliverables required by this Order that were completed and submitted during the previous month; (iv) 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 Site; (v) include information regarding percentage of completion, unresolved delays encountered or anticipated that may affect the future schedule for implementation of the Respondent's obligations under the Order, and efforts made to mitigate those delays or anticipated delays; (vi) include any modifications to any work plans that Respondent has proposed to the Department or that the Department has approved; and (vii) 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: pre-bid meetings, job progress meetings, substantial completion meeting and inspection, and final inspection and meeting.

#### IV. 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 submittal discussed in Paragraph I.B.(5). 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 attempts 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 of its approval or disapproval. If the Department disapproves a revised submittal, the Department shall propose reasonable modifications consistent with customary engineering standards. If the Department refuses to approve a submission unless Respondent modifies it in a manner inconsistent with Respondent's best professional judgment, the Department's determination is subject to dispute resolution as set forth in Paragraph IV.C of this Order. If the Department approves the revised submittal, it shall be incorporated into and become an enforceable part of this Order.

B. The Department may require Respondent to modify and/or amplify and expand a submittal 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 customary engineering standards require further work. Any requirement to modify and/or amplify a submittal is subject to the dispute resolution provisions in Paragraph IV.C of this Order.

C. If the Respondent refuses to revise, modify and/or amplify and expand a submittal, the Respondent shall be in violation of this Order unless, within 30 days of receipt of Department's request to revise, modify and/or amplify and expand a submittal, the Respondent requests to meet with the Director of the Division of Hazardous Waste Remediation ("the

Director") in order to discuss the Department's objections and Respondent is available to meet immediately thereafter. At this meeting, Respondent shall be given an opportunity to present its responses to the Department's objections, and the Director shall have the authority to modify and/or withdraw such objections. Respondent shall revise the submission or Report in accordance with the Director's specific comments, as modified, except for those which have been withdrawn by the Director, and shall submit a revised submission and/or Report. The period of time within which the submission or Report must be revised shall be set during the meeting referenced above.

After receipt of the revised submission and/or Report, the Department shall notify the Respondent in writing of its approval or disapproval of the revised submission and/or Report.

If the revised submission and/or Report fails to address the Department's specific comments, as modified, and the Department disapproves the revised submission and/or Report for this reason, Respondent shall be in violation of this Order and the ECL. The Director's decision will be considered a final agency decision for the purposes of any judicial review. During the pendency of dispute resolution proceedings pursuant to subparagraph IV.C, Respondent shall continue to perform work under this Order that is unaffected by the controversy, and the Department shall not seek to impose penalties or pursue enforcement proceedings regarding the

matter in controversy.

V. Compliance

A. Respondent's failure to comply with any term of this Order constitutes a violation of this Order and the ECL except as provided in subparagraph IV.C or this paragraph.

B. Respondent shall not suffer any penalty under this Order, or be subject to any proceeding or action, if it cannot comply with any requirements hereof because of an act of God, war, riot, weather, or circumstances beyond its control. Respondent shall within five (5) days of when it obtains knowledge of any such condition, notify the Department in writing and request an appropriate extension or modification of this Order.

VI. Payment of Department 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 incurred for the period April 1, 1986 to the Department's acceptance and approval of the engineer's certification that construction of the Remedial Program was completed in accordance with the approved Remedial Design. Although the invoice is received after the end of this period, the Respondent is still responsible for the payment of State expenses for the period stated above.

The State's expenses include, but are 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 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. Payment shall be sent to the Bureau of Program Management, Division of Hazardous Waste Remediation, N.Y.S.D.E.C., 50 Wolf Road, Albany, NY 12233-7010. Itemization of the costs shall include an accounting of personal services indicating 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. This information shall be documented by quarterly reports of Direct Personal Service. 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 the New York State Office of the State Comptroller's quarterly expenditure reports.

Respondent may, within 30 days after receipt of the invoice, submit, in writing, objections to any costs. If after Respondent submits such objections, and the Director does not agree to relieve Respondent of the disputed costs

without further discussion, it shall meet with the Director of the Division of Hazardous Waste Remediation to discuss those objections within 60 days of the date when its objections were submitted. The Director shall have the authority to relieve Respondent of the obligation to pay any disputed costs, or any portion of them.

Respondent may object to costs on the grounds that include, but are not limited to, the following: (1) the costs are clerical errors; (2) the costs are not related to the Department's activities concerning the Site; or (3) the costs are related to Department's activities which, in the Respondent's opinion, are not necessary.

#### VII. 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 the 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 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.

#### VIII. 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 rights including, but not limited to nor exemplified by, the following:

1. the Department's right to bring any action or proceeding against anyone other than Respondent and/or any of Respondent's directors, officers, employees, servants, agents, successors, and assigns;

2. the Department's right to enforce this Order against Respondent and/or any of Respondent's directors, officers, employees, servants, agents, successors, and assigns if Respondent fails to satisfy any of the terms of this Order;

3. the Department's right to bring any action or proceeding against Respondent and/or any of Respondent's directors, officers, employees, servants, agents, successors, and assigns with respect to claims for natural resources damages as a result of the release or threatened release of hazardous substances or constituents at or from the Site or areas in the vicinity of the Site;

4. the Department's right to bring any action or proceeding against Respondent and/or any of Respondent's directors, officers, employees, servants, agents, successors, and assigns with respect to hazardous substances that are present at the Site or that have migrated from the Site;

5. the Department's right to bring any criminal action against the Respondent and/or any of Respondent's directors, officers, employees, servants, agents, successors, and assigns; and



6. the Department's right to gather information and enter and inspect property and premises.

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

C. Respondent reserves its rights to recover from other potentially responsible parties remedial and response costs incurred by Respondent in connection with the Site, including but not limited to the costs of compliance with the terms of this Order.

IX. Respondent's Reservation of Rights

Nothing contained in this Order shall be construed as barring, diminishing, adjudicating, or in any way affecting any of the Respondent's rights including, but not limited to nor exemplified by, the following:

1. the Respondent's right to seek judicial review of any decisions of the Department or the Commissioner under this Order;

2. the Respondent's right to seek a stay of enforcement of any order of the Department;

3. the Respondent's right to oppose the imposition or amount of penalties assessed by the Department pursuant to or with respect to Respondent's obligations under this Order;

4. the Respondent's right to comply with this Order under protests;

5. the Respondent's right to recover from other potentially responsible parties remedial and response costs incurred in connection with the Site, including but not limited to the costs of compliance with this Order; and

6. 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.

X. Indemnification

Respondent shall indemnify and hold harmless 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 Respondent's or its contractors' negligent, intentional, or reckless acts in connection with the fulfillment or attempted fulfillment of this Order.

However, Respondent shall not be required to indemnify the Department, the State of New York, and their representatives and employees regarding any liability arising from the negligent, reckless, or intentionally tortious acts or omissions of the Department, the State of New York, and their representatives and employees during the course of any activities conducted pursuant to this Order.

XI. Public Notice

A. Within 30 days after the effective date of this Order, Respondent shall file a Declaration of Covenants and

Restrictions with the Clerk of the County wherein the Site is located 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 ownership 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.

#### XIII. RELEASE

If, after review, the Department accepts and approves the engineer's certification that construction of the Remedial Program was completed in accordance with the approved Remedial Design, then, unless a supplementary remedial program is required pursuant to Paragraph B.6 of the "Remedial Design Contents" paragraph, and except for the provisions of paragraph X hereof, and except for Respondent's future Operation and Maintenance of the site, reimbursement of any unpaid Department expenditures at the Site pursuant to Paragraph VI herein, and any Natural Resource Damage claims that may arise, such acceptance shall constitute a release for each and every claim, demand, remedy or action whatsoever against Respondent, its directors, officers, employees, agents, successors and assigns, which the Department has or may have relative to or arising from the disposal of hazardous

wastes at the Site; provided, however, that the Department specifically reserves all of its rights concerning, and any such release and satisfaction shall not extend to, any investigation or remediation the Department deems necessary due to:

(1) environmental conditions on-site or off-site which are related to the disposal of hazardous wastes at the Site and were unknown to the Department at the time of its approval of the Remedial Investigation Report; or

(2) information received, in whole or in part, after the Department's approval of the Remedial Investigation Report, and such unknown environmental conditions or information indicates that the Remedial Program is not protective of human health or the environment. The Department shall notify the Respondent of such environmental conditions or information and its basis for determining that the Remedial Program is not protective of human health and the environment.

This release shall inure only to the benefit of the Respondent, its directors, officers, employees, agents, successors and assigns.

Nothing herein shall be construed as barring, diminishing, adjudicating or in any way affecting any legal or equitable rights or claims, actions, suits, causes of action or demands whatsoever that the Department may have against anyone other than Respondent, its directors, officers, employees, agents, successors and assigns.

XIII. Attorney-Client Privilege and Attorney Work Product

Nothing herein shall be construed as a waiver of the attorney-client privilege or attorney work product privilege.

XIV. No Admission of Violation or Liability

This Order shall not be considered an admission by Respondent of any violation of or liability under any applicable federal, state or local law, rule or regulation, or any federal or state common law, nor shall it be used as evidence in any administrative proceeding or proceeding at law, except an action involving the terms or implementation of this Order, or as otherwise provided herein.

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. Ramanand Pergadia, P.E.  
Division of Hazardous Waste Remediation  
NYS Dept. of Env. Conservation - Region 3  
21 South Putt Corners  
New Paltz, New York 12561-1696
2. G. Anders Carlson, Ph.D.  
Director, Bureau of Environmental

Exposure Investigation  
New York State Department of Health  
2 University Place - Room 205  
Albany, New York 12203

3. Regional Director  
NYS Dept. of Env. Conservation - Region 3  
21 South Putt Corners  
New Paltz, New York 12561-1696
4. Louis P. Oliva  
Senior Attorney  
NYS Dept. of Environmental Conservation  
Division of Environmental Enforcement  
200 White Plains Road - 5th Floor  
Tarrytown, New York 10591-5805

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

1. Four copies (one unbound) to:  
Ramanand Pergadia, P.E.  
Div. of Hazardous Waste Remediation  
NYS Dept. of Env. Conservation -  
Region 3  
21 South Putt Corners  
New Paltz, New York 12561-1696
2. 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
3. One copy to:  
Michael J. O'Toole, Jr., P.E.  
Director  
Div. of Hazardous Waste Remediation  
NYS Dept. of Env. Conservation  
50 Wolf Road - Room 212  
Albany, New York 12233-7010
4. One copy to:  
Louis P. Oliva  
Senior Attorney  
NYS Dept. of Environmental Conservation  
Division of Environmental Enforcement  
200 White Plains Road - 5th Floor  
Tarrytown, New York 10591-5805

C. Within 30 days of the Department's approval of any report submitted pursuant to this Order, Respondent shall submit to Mr. Pergadia a computer readable magnetic media copy of the approved report in American Standard Code for Information Interchange (ASCII) format.

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

D. Douglas Ward  
General Facility Manager  
Philips Components  
Discrete Products Division  
1033 Kings Highway  
Saugerties, New York 12477

E. 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 both on-Site and off-Site contamination, resulting from the disposal of hazardous waste at the Site.

B. Respondent 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 Order. The experience, capabilities, and qualifications of the firms or individuals selected by Respondent shall be submitted to the Department within 30 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 the 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, approvals, or authorizations necessary to perform Respondent's obligations under this Order, and shall make all reasonable efforts to obtain such easements, rights-of-way, rights-of-entry, as are necessary to perform such obligations.

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. 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.

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

J. 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.

K. (1) The terms of this Order shall constitute the complete and entire Order between Respondent and the Department concerning the 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 the Respondent, to the Commissioner setting forth reasonable grounds for the relief sought. Copies of such written application shall be delivered or mailed to:

Louis P. Olive  
Senior Attorney  
NYS Dept. of Env. Conservation  
Division of Environmental Enforcement  
200 White Plains Road - 5th Floor  
Tarrytown, New York 10591-5805

and

Ramanand Pergadia, P.E.  
Div. of Hazardous Waste Remediation  
NYS Dept. of Env. Conservation  
Region 3  
21 South Putt Corners  
New Paltz, New York 12561-1696

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

DATED: *2/1/93*, New York  
*Thomas C. Jorling* 1993

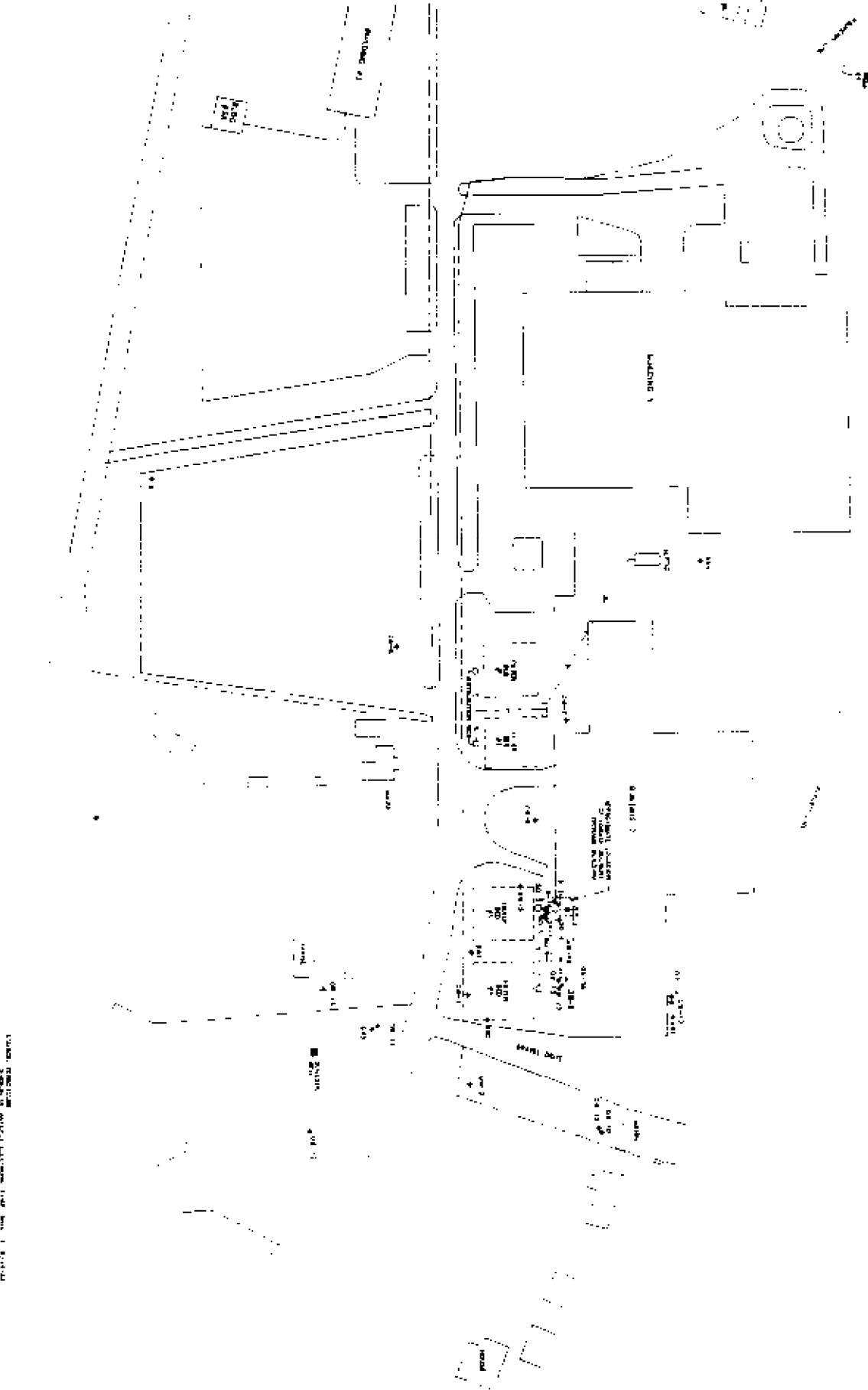
THOMAS C. JORLING  
Commissioner  
New York State Department  
of Environmental Conservation

by: Ann Hill DeBarbieri  
Deputy Commissioner  
New York State Department  
of Environmental Conservation

*Ann Hill DeBarbieri*  
\_\_\_\_\_

To: Judith A Walkoff, Esq.  
Morgan Lewis & Bockius  
101 Park Avenue  
New York, New York 10178

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- 70. 70th Floor Plan
- 71. 71st Floor Plan
- 72. 72nd Floor Plan
- 73. 73rd Floor Plan
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- 91. 91st Floor Plan
- 92. 92nd Floor Plan
- 93. 93rd Floor Plan
- 94. 94th Floor Plan
- 95. 95th Floor Plan
- 96. 96th Floor Plan
- 97. 97th Floor Plan
- 98. 98th Floor Plan
- 99. 99th Floor Plan
- 100. 100th Floor Plan



1:1000

## PHILIPS

COMPONENTS  
UNIVERSITY PROJECTS DIVISION  
BIOLOGICAL RESEARCH  
EASTMAN KEMPER

## SITE MAP

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