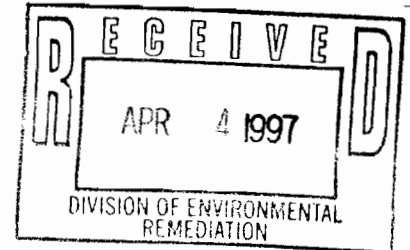


New York State Department of Environmental Conservation
Division of Environmental Enforcement
Central Field Unit
50 Wolf Road, Albany, New York 12233-5500
Telephone (518) 457-7938
FAX Number (518) 485-8478



John P. Cahill
Acting Commissioner

April 2, 1997



Michael P. Kelly, Esq.
Stauffer Management Company
1800 Concord Pike
Wilmington, Delaware 19850-5438

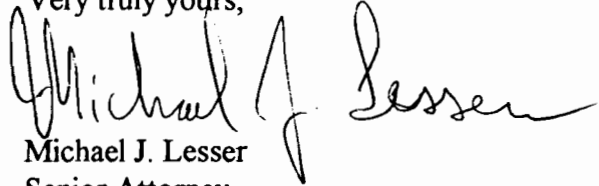
RE: ICI Stauffer Inactive Hazardous Waste Site #734010
Order on Consent

Dear Mr. Kelly:

Enclosed please find a copy of a fully executed Order on Consent for the above-referenced inactive hazardous waste site for your records.

Thank you for your courtesy and cooperation throughout the Consent Order negotiation process. Please contact me if you have any further questions.

Very truly yours,


Michael J. Lesser
Senior Attorney

Enclosure

cc: C. Jackson
S. Priore (w/attachment)
C. Sullivan

STATE OF NEW YORK : DEPARTMENT OF ENVIRONMENTAL CONSERVATION

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

ORDER
ON
CONSENT
INDEX #A7-0347-9610

Stauffer Management Company
Respondent

Site Code #734010

WHEREAS,

1. The New York State Department of Environmental Conservation (the "Department") is responsible for enforcement of Article 27, Title 13 of the Environmental Conservation Law of the State of New York ("ECL"), entitled "Inactive Hazardous Waste Disposal Sites." This Order is issued pursuant to the Department's authority under, inter alia, ECL Article 27, Title 13 and ECL 3-0301.
2. Stauffer Management Company ("Respondent") is a corporation organized and existing under the laws of the State of Delaware, is doing business in the State of New York and has contractually assumed certain environmental liabilities with respect to Stauffer Chemical Company ("Stauffer"). Stauffer owned and operated a manufacturing plant located in Skaneateles Falls Onondaga County, New York between 1967 and 1985 (the "Site"). Atkemix Thirty-Seven Inc. is a wholly owned subsidiary of Respondent and is the current owner of the Site. A map of the Site is attached and appended hereto as Appendix "A".
3. During the course of Stauffer's operation of the Site, the Department alleges that hazardous wastes including but not limited to volatile organic compounds were released to the Site and underlying groundwater. Respondent denies that allegation.
4. The Department maintains that 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 734010. The Department has classified the Site as a Classification "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. See, e.g., ECL 3-0301.1.i.

6. In March 1991, Respondent and the Department entered into an Order on Consent for the performance of a remedial investigation and feasibility study (Index #A7-0101-8612).

7. 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.

8. The Department and Respondent agree that the goals of this Order are for Respondent to (i) develop and implement, in accordance with the ROD, a 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 the State's administrative costs.

9. Respondent, having waived Respondent's right to a hearing herein as provided by law, without admitting any wrongdoing or any liability, 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

A. Within such period of time after the ROD is signed that the Department shall prescribe in writing, Respondent shall submit to the Department a remedial design to implement the remedial alternative for the Site selected by the Department in the ROD (the "Remedial Design"). The Remedial Design shall be prepared by and have the signature and seal of a professional engineer who shall certify that the Remedial Design was prepared in accordance with this Order.

B. The Remedial Design shall include the following:

1. A detailed description of the remedial objectives and the means by which each element of the selected remedial alternative will be implemented to achieve those objectives, including when applicable, but not limited to:

- a. the construction and operation of any structures;
- b. the collection, destruction, treatment, and/or disposal of hazardous wastes and substances and their constituents and degradation products, and of any soil or other materials contaminated thereby;
- c. the collection, destruction, treatment, and/or disposal of contaminated groundwater, leachate, and air;
- d. physical security and posting of the Site;
- e. quality control and quality assurance procedures and protocols to be applied during implementation of the Remedial Construction; and
- f. monitoring which integrates needs which are present on-Site and off-Site during implementation of the Department-selected remedial alternative.

2. "Biddable Quality" documents for the Remedial Design including, but not limited to, documents and specifications prepared, signed, and sealed by a professional engineer. These plans shall satisfy all applicable local, state and federal laws, rules and regulations;

3. A time schedule to implement the Remedial Design;

4. The parameters, conditions, procedures, and protocols to determine the effectiveness of the Remedial Design, including a schedule for periodic sampling of groundwater monitoring wells on-Site and off-Site;

5. A description of operation, maintenance, and monitoring activities to be undertaken after the Department has approved construction of the Remedial Design, including the number of years during which such activities will be performed (where appropriate) and a specific description of the criteria to be used to decide when an operation of the remedy may be discontinued.

6. A contingency plan to be implemented if any element of the Remedial Design fails to achieve any of its objectives or otherwise fails to protect human health or the environment;

7. A health and safety plan for the protection of persons at and in the vicinity of the Site during construction and after completion of construction. This plan shall be prepared in accordance with 29 CFR 1910 by a certified health and safety professional; and

8. A citizen participation plan which incorporates appropriate activities outlined in the Department's publication, "New York State Inactive Hazardous Waste Citizen Participation Plan," dated August 30, 1988, and any subsequent revisions thereto, and 6 NYCRR Part 375.

II. Remedial Construction

A. Within such period of time after the Department's approval of the Remedial Design as the Department shall prescribe, Respondent shall commence construction of the Department-approved Remedial Design.

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 90 days after completion of the construction activities identified in the Department-approved 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 that the Remedial Design was implemented and that all construction activities were completed in accordance with the Department-approved Remedial Design and were personally witnessed by him or her or by a person under his or her direct supervision. The O&M Plan, "as built" drawings, final engineering report, and certification must be prepared, signed, and sealed by a professional engineer.

Before its acceptance and approval of the engineer's certification that construction was completed in accordance with the approved Remedial Design, the Department may require Respondent to modify the Remedial Design and Construction if the Department determines that such modification is necessary due to:

(1) environmental conditions on-Site or off-Site which are related to the presence 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, where such unknown environmental conditions or such information indicates that the Remedial Program is not protective of human health or the environment

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 Department-approved Remedial Design.

G. If the Department concludes that any element of the Department-approved Remedial Program fails to achieve its objectives or otherwise fails to protect human health or the environment, the Department shall promptly notify Respondent as soon as possible and Respondent shall thereafter submit a proposal designed to address the Department's concerns, and to meet the objectives of the Remedial Program.

III. Progress Reports

Respondent shall submit to the parties identified in subparagraph XII.B in the numbers specified therein copies of written monthly progress reports that:

A. describe the actions which have been taken toward achieving compliance with this Order during the previous month;

B. include all results of sampling and tests and all other data received or generated by Respondent or Respondent's contractors or agents in the previous month, a summary of quality assurance/quality control information, whether conducted pursuant to this Order or conducted independently by Respondent;

C. identify all work plans, reports, and other deliverables required by this Order that were completed and submitted during the previous month;

D. describe all actions, including, but not limited to, data collection and implementation of work plans, that are scheduled for the next month and provide other information relating to the progress at the Site;

E. include information regarding percentage of completion, unresolved delays encountered or anticipated that may affect the future schedule for implementation of Respondent's obligations under the Order, and efforts made to mitigate those delays or anticipated delays;

F. summarize any modifications to any work plans that Respondent has proposed to the Department or that the Department has approved; and

G. describe all activities undertaken in support of the Citizen Participation Plan during the previous month and those to be undertaken in the next month. Respondent shall submit these

progress reports to the Department by the fifteenth day of every month following the effective date of this Order.

Respondent also shall allow the Department to attend, and shall provide the Department at least seven days advance notice of, any of the following: prebid meetings, job progress meetings, substantial completion meeting and inspection, and final inspection and meeting.

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 submittals discussed in Subparagraph I.B.7. 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 best efforts to revise the submittal to the Department that addresses and resolves all of the Department's stated reasons for disapproving the first submittal.

b. After receipt of the revised submittal, the Department shall notify Respondent in writing of its approval or disapproval. If the Department disapproves the revised submittal, Respondent shall revise and submit the submittal in accordance with the Department's comments within 15 business days of the Department's notice unless an alternative time is agreed to by the Department. In the event Respondent disagrees with the Department's objection, the parties shall confer to resolve their differences. If after conferring, there remains a dispute between the Department and respondent, the matter shall be resolved in accordance with the dispute resolution procedures set forth in Paragraph V of this Order. If the Department approves the revised submittal, it shall be incorporated into and become an enforceable part of this Order.

B. Respondent shall modify and/or amplify and expand a submittal upon the Department's direction to do so if the Department determines, as a result of reviewing data generated by an activity required under this Order or as a result of reviewing any other data or facts, that further work is necessary in accordance with Paragraphs IV and V of this Order.

V. Dispute Resolution

If subsequent to the procedures set forth in Subparagraph IV.2.b. herein the Department continues to disapprove a revised submittal, Respondent shall be in violation of this Order unless, within 10 days of receipt of the Department's notice of disapproval Respondent serves on the Department's Director of Hazardous Waste Remediation ("the Director") a written statement of the issues in dispute, the relevant facts upon which the dispute is based, and factual data, analysis

or opinion supporting its position, and all supporting documentation on which Respondent relies (hereinafter called the "Statement of Position"). The Department shall serve its Statement of Position, including supporting documentation no later than ten business (10) days after receipt of Respondent's Statement of Position. Respondent shall have five (5) business days after receipt of the Department's Statement of Position within which to serve upon the Department a reply to the Department's State of Position, and in the event Respondent serves such a reply, the Department shall have five (5) business days after receipt of Respondent's reply to the Department's Statement of Position within which to serve upon Respondent the Department's reply to Respondent's reply to the Department's Statement of Position. In the event that the periods for exchange of Statements of Position and replies may cause a delay in the work being performed under this Order, the time periods may be shortened upon and in accordance with notice by the Department as agreed to be Respondent.

An administrative record of any dispute under this Paragraph shall be maintained by the Department. The record shall include the Statement of Position of each party served pursuant to the preceding Subparagraph, and any relevant information. The record shall be available for review of all parties and the public.

Upon review of the administrative record as developed pursuant to this Paragraph, the Director shall issue a final decision and order resolving the dispute. Respondent shall revise the submittal in accordance with the Department's specific comments, as may be modified by the Director and except for those which have been withdrawn by the Director, and shall submit a revised submittal. The period of time within which the submittal must be revised as specified by the Department in its notice of disapproval shall control unless the Director revised the time frame in the Director's final decision and order resolving the dispute.

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

If the revised submittal fails to address the Department's specific comments, as modified, and the Department disapproves the revised submittal for this reason, Respondent shall be in violation of this Order and the ECL.

In review by the Director of any dispute pursued under this Paragraph, Respondent shall have the burden of providing that there is no rational basis for the Department's position.

The invocation of the procedures stated in this Paragraph shall not extend, postpone, or modify Respondent's obligations under this Order with respect to any disputed items, unless and until the Department agrees or a court determined otherwise. Both parties shall retain all rights regarding the Director's final decision and order pursuant to applicable law, including but not limited to an appeal and/or petitions to a court of competent jurisdiction.

VI. Penalties

A. Respondent's failure to comply with any term of this Order constitutes a violation of this Order and the ECL.

B. Respondent shall not suffer any penalty under this Order or be subject to any proceeding or action if it cannot comply with any requirement hereof because of war, riot, act of God or because of any condition or event demonstrably beyond the control of Respondent or its agent or agents carrying out Respondent's obligations under this Order. Respondent shall, within five days of when it obtains knowledge of any such condition, notify the Department in writing. Respondent shall include in such notice the measures taken and to be taken by Respondent to prevent or minimize any delays and shall request an appropriate extension or modification of this Order. Failure to give such notice within such five-day period constitutes a waiver of any claim that a delay is not subject to penalties. Respondent shall have the burden of providing that an event is a defense to compliance with this Order pursuant to Subparagraph VI.B.

VII. 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 Subparagraph I.B.6, and except for the provisions of Paragraph XI of this Order, and except for the future Operation and Maintenance of the Site, reimbursement of Department expenditures at the Site, 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 Respondent, its directors, officers, employees, agents, successors and assigns, which the Department has or may have pursuant to Article 27, Title 13 of the ECL and CERCLA 42 USC section 9601 et seq. 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 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 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.

VIII. Entry Upon Site

Respondent hereby consents to the entry upon the Site or areas in the vicinity of the Site which may be under the control of Respondent by any duly designated employee, consultant, contractor, or agent of the Department or any State agency for purposes of inspection, sampling, and testing and to ensure Respondent's compliance with this Order. During Remedial Construction, 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.

IX. Payment of State Costs

Within 60 days after receipt of an itemized invoice from the Department, Respondent shall either object to those expenditures to which if in good faith objects or it shall pay to the Department a sum of money which shall represent reimbursement for the State's expenses including, but not limited to, direct labor, fringe benefits, indirect costs, travel, analytical costs, and contractor costs incurred by the State of New York for work related to the Site to the effective date of this Order, as well as for reviewing and revising submittals made pursuant to this Order, collecting and analyzing samples, and if Respondent's objections cannot be resolved by the parties within thirty days of receipt of Respondent's written objections, Respondent shall pay the undisputed amount. Disputed costs that are unresolved at the end of the thirty day negotiation period shall be resolved pursuant to the dispute resolution procedures set forth in Paragraph V of this Order. Payments shall be made by certified check payable to the Department of Environmental Conservation and shall be sent to:

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

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

X. Department Reservation of Rights

A. Nothing contained in this Order shall be construed as barring, diminishing, adjudicating, or in any way affecting any of the Department's civil, criminal, or administrative rights or authorities.

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

XI. Indemnification

Respondent shall indemnify and hold the Department, the State of New York, and their representatives and employees harmless for all claims, suits, actions, damages, and costs of every name and description arising out of or resulting from the fulfillment or attempted fulfillment of this Order by Respondent and/or any of Respondent's directors, officers, employees, servants, agents, successors, and assigns.

XII. Public Notice

A. Within 30 days after the effective date of this Order, Respondent shall file a Declaration of Covenants and Restrictions and/or such institutional controls and/or deed restrictions required pursuant to the ROD 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. 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:

1. Communication from Respondent shall be sent to:

Edward Belmore, Bureau Chief, Western Remedial Bureau
Division of Hazardous Waste Remediation
New York State Department of Environmental Conservation
50 Wolf Road
Albany, NY 12233-7010

with copies to:

Director, Bureau of Environmental Exposure Investigation
New York State Department of Health
2 University Place
Albany, NY 12203

Henri Hamel
Public Health Specialist II
New York State Department of Health
Office of Public Health
217 South Salina Street
Syracuse, NY 13202-1380

Charles Branagh
Regional Hazardous Waste Remediation Engineer
Region IV
New York State Department of Environmental Conservation
615 Erie Boulevard West
Syracuse, NY 13204-2400

Michael J. Lesser, Esq.
Central Field Unit
New York State Department of Environmental Conservation
50 Wolf Road
Albany, NY 12233-5500

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

Joseph MacArthur
Stauffer Management Company
ESO - Hanley 1
Wilmington, Delaware 19897

and

Michael P. Kelly, Esq.
Stauffer Management Company
1800 Concord Pike
FOP 3
Wilmington, Delaware 19897

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

XIV. Miscellaneous

A. 1. All activities and submittals required by this Order shall address Respondent's legally required obligations to remedy both on-Site and off-Site contamination resulting from the disposal of hazardous wastes at the Site, as alleged by the Department and as set forth in the ROD.

2. All activities Respondent is required to undertake under this Order are ordinary and necessary expenses for the continued operation of Respondent.

B. Respondent shall retain professional consultants, contractors, laboratories, quality assurance/quality control personnel, and third party data validators acceptable to the Department to perform the technical, engineering, and analytical obligations required by this Order. The experience, capabilities, and qualifications of the firms or individuals selected by Respondent shall be submitted to the Department within 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 Respondent and such firms or individuals will be responsible. The responsibility for the performance of the professionals retained by Respondent shall rest solely with Respondent.

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

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

E. Respondent shall obtain all permits, easements, rights-of-way, rights-of-entry, approvals, or authorizations necessary to perform Respondent's obligations under this Order.

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

G. Respondent shall provide a copy of this Order to each contractor hired to perform work required by this Order and to each person representing Respondent with respect to the Site and shall condition all contracts reentered 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. The Department agrees that Respondent has satisfactorily complied with all remediation and field obligations undertaken pursuant to the 1991 Order on Consent concerning the conduct of the RI/FS and related activities.

I. Respondent and its affiliates reserve all rights that they may have to assert any claim against their insurers or any third party from matters arising from this action, including, without limitation, claims for breach of contract, contribution, tortious conduct, indemnity and CERCLA Section 113(f)(3).

J. In consideration of, and contingent upon, Respondent's compliance with the provisions of this Order, the Department covenants not to sue, execute judgment, or take any civil, judicial or administrative action under federal or state law (other than enforcement of this Order) against Respondent arising out of or relating to the past release of any chemical substances at the site, except that the Department will not be precluded from pursuing its claim for oversight costs, or any rights that may accrue pursuant to Paragraphs IV, V, VII, X and XI herein.

K. Upon entry of this Order, and subject only to continued compliance with the material terms of this Order, it shall be deemed that Respondent has resolved its liability to the Department for purposes of contribution protection provided by CERCLA Section 113(f)(2). Specifically, if the material obligations set forth in this Order are met, Respondent shall not be liable for any claim for contribution regarding matters addressed in this Order.

L. None of the Respondent's obligations under this Order shall be deemed to constitute any type of fine or penalty.

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

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

O. 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.

P. 1. The terms of this Order constitute the complete and entire Order concerning the Site's remediation as an inactive hazardous waste disposal 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 or Respondent's obligation to obtain such formal approvals as may be required by this Order.

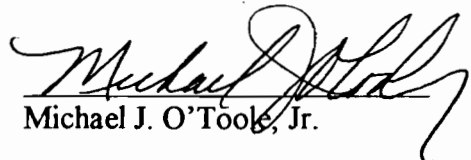
2. If Respondent desires that any provision of this Order be changed, Respondent shall make timely written application, signed by Respondent, to the Commissioner setting forth reasonable grounds for the relief sought. Copies of such written application shall be delivered or mailed to Michael J. Lesser, Central Field Unit, NYSDEC and Edward Belmore, Chief, Western Remedial Bureau, Division of Environmental Remediation, NYSDEC.

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

DATED: 3/27, New York
, 1997

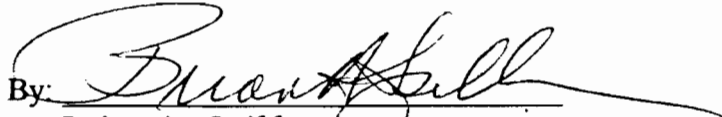
JOHN P. CAHILL
Acting Commissioner
New York State Department of
Environmental Conservation

By:


Michael J. O'Toole, Jr.

CONSENT BY RESPONDENT

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

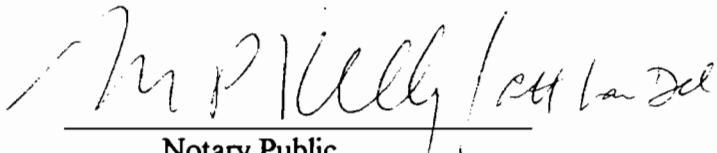
By: 
Brian A. Spiller

Title: President, Stauffer Management Company

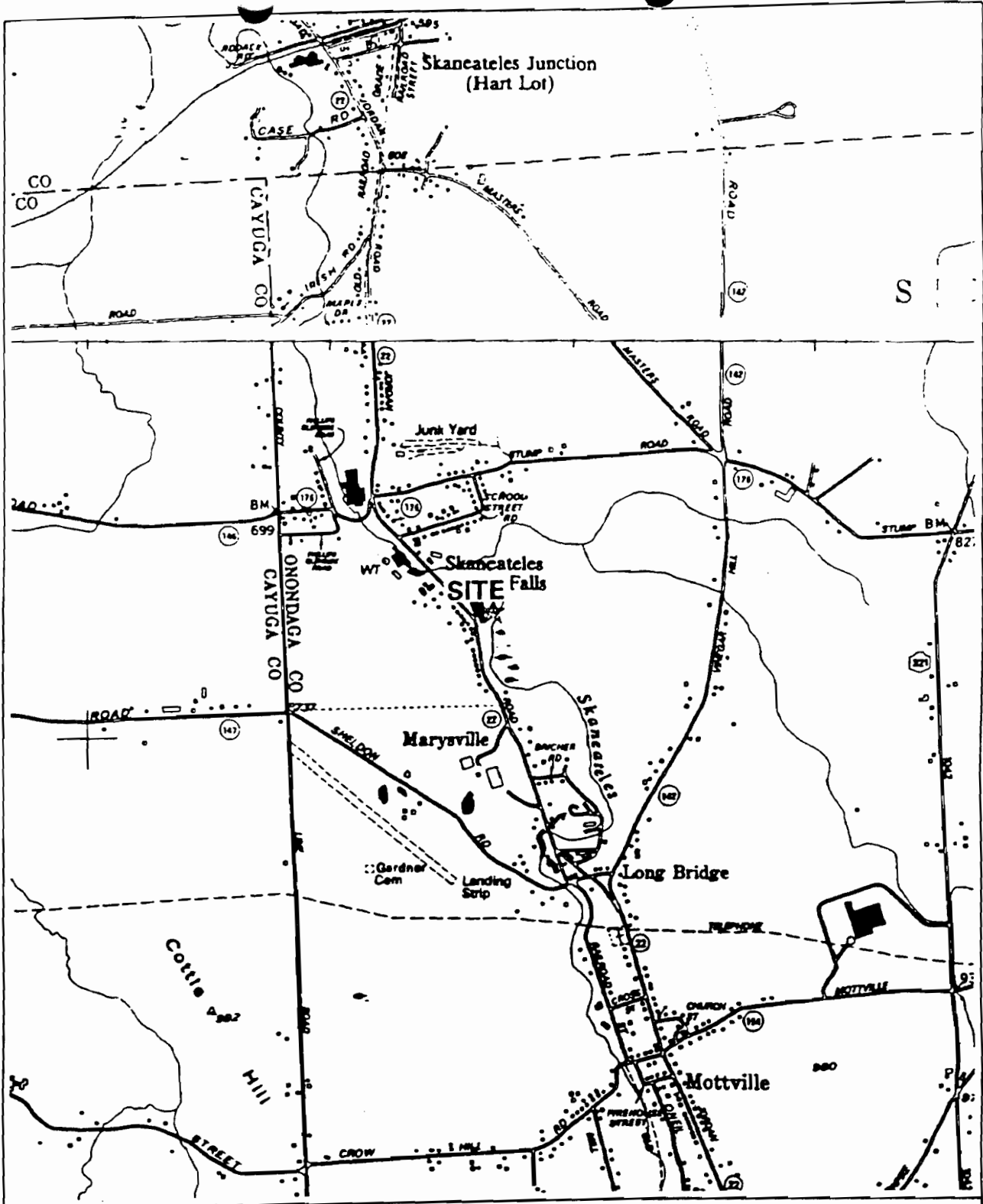
Date: 3/20/97

STATE OF DELAWARE)
) s.s.:
COUNTY OF NEW CASTLE)

On this _____ day of March, 1997, before me personally came Brian A. Spiller, to me known, who being duly sworn, did depose and say that he resides in Chester County, PA: that he is the President of Stauffer Management Company the corporation described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation and that he signed his name thereto by like Order.



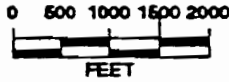
Notary Public



Site Location Map

734010 I.C.I.-Americas, Inc. (Stauffer Chemical)

NYS DOT Planimetric Quadrangle(s):
 JORDAN, SKANEATELES



Scale 1:24,000