

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

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In the Matter of the Development
and Implementation of a
Remedial Response Program for
the real property located at
409 Commerce Road, Vestal,
Broome County, New York by

VOLUNTARY AGREEMENT

INDEX NO. A7-0374-9809

THE WINATIC CORPORATION,

Volunteer.
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DEFINITIONS

For purposes of this Agreement, the following terms have the following definitions:

- A. "Contemplated Use": Volunteer intends to continue the manufacture of electro-magnetic components at the Site.
- B. The Site's "Covered Contamination": the concentrations of Existing Contamination to which the Existing Contamination shall have been remediated in accordance with the requirements of the Work Plan.
- C. "ECL": the Environmental Conservation Law.
- D. "Day": a calendar day unless otherwise specified.
- E. "Department": the New York State Department of Environmental Conservation.
- F. The Site's "Existing Contamination": The contamination existing at the Site is trichloroethene (TCE) up to concentrations of 2350 ppm. The term also includes contamination encountered during the implementation of the Work Plan, the nature and extent of which were unknown or inadequately characterized when the Work Plan was submitted to the Department for approval but shall have been fully characterized to the Department's satisfaction.
- G. "Professional engineer": 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.
- H. "Remediation Work Plan": the Department-approved Remediation Work Plan pertaining to the Site that Volunteer shall implement and that is attached to this Agreement as

Exhibit "A", as may be modified under the terms of this Agreement and, as a result, may appear in such other identified exhibit in this Agreement as this Agreement may provide, and is an enforceable part of this Agreement.

I. "Site": that property known as 409 Commerce Road, Town of Vestal, County of Broome. A copy of a survey map showing the general location of the Site together with the metes and bounds description of the property is attached as Exhibit "B" of this Agreement.

J. "Trustee": the Trustee of New York State's natural resources.

K. "Volunteer": the Winatic Corporation, a New York corporation and a wholly owned subsidiary of Electro-Technik Industries, Inc., of Clearwater, Florida. Volunteer maintains its offices at the Site; 409 Commerce Road, Vestal, New York 13850.

CONSIDERING,

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

2. Volunteer represents, and for the purpose of this Agreement the Department relies on those representations, that Volunteer's involvement with the Site and the facility on that Site is limited to the following: accidental releases of solvents occurred at the Site since Volunteer took title to the Site in 1966. Having investigated, delineated and defined the contamination in the Work Plan, dated May 14, 1998, Volunteer now seeks to remediate the existing contamination. Volunteer intends to implement the Department-approved work plan set forth at Exhibit A hereto.

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

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

1. prevent or interfere significantly with any proposed, ongoing or completed remedial program at the Site, or

2. expose the public health or the environment to a significantly increased threat of harm or damage.

B. Volunteer also wishes to enter into this Agreement in order to resolve its potential liability as a party responsible for the remediation of the Site under ECL Article 27, Title 13. The Department finds that such resolution, undertaken in accordance with the terms of this Agreement, is in the public interest.

C. Volunteer, desirous of implementing a remedial program acceptable to the Department sufficient to allow Volunteer to proceed with its plans to use the Site for the Contemplated Use, consents to the terms and conditions of this Agreement.

5. The Department and Volunteer agree that the goals of this Agreement are:

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

B. for the Department and the Trustee to release, covenant not to sue, and forbear from bringing any action, proceeding or suit against Volunteer for the Site's further investigation or remediation.

6. Volunteer agrees to be bound by the terms of this Agreement. Volunteer consents to and agrees not to contest the authority or jurisdiction of the Department to enter into or enforce this Agreement, and agrees not to contest the validity of this Agreement or its terms.

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

I. Performance and Reporting of the Work Plan

A. Within 30 days after the effective date of this Agreement, the Department will publish a notice in the Environmental Notice Bulletin to inform the public of the execution of this Agreement and of the public's opportunity to submit comments to the Department by no later than 30 days after the issue of the Environmental Notice Bulletin in which such notice shall appear on the remedial work plan (the "Work Plan") attached to this Agreement and made part of it as Exhibit "A;" and shall mail an equivalent notice to the Town of Vestal, and County of Broome. If, as a result of its review of the comments received, the Department determines that the Work Plan must be revised due to (i) environmental conditions related to the Site that were unknown to the Department at the time of its approval of the Work Plan, or (ii) information received, in whole or in part, after the execution of this Agreement, which indicates that the activities carried out in accordance with the Work Plan are not sufficiently protective of human health and the environment for the Contemplated Use, then the Department will so notify Volunteer and will immediately commence negotiations with Volunteer to revise the Work Plan and, if necessary, other components of this Agreement accordingly. However, if after good faith negotiations, Volunteer and the Department cannot agree upon revisions to the Work Plan, then, except with respect to Volunteer's obligations under Paragraphs VI and VIII of this Agreement and the Department's right to enforce such obligations under Paragraph IV of this Agreement, this Agreement shall terminate effective the date of the Department's written notification to Volunteer that negotiations have failed to develop acceptable revisions to the Work Plan. In the event of such termination,

Volunteer agrees that it shall not leave the Site in a condition, from the perspective of human health and environmental protection, worse than that which prevailed before any remedial activities were commenced, and both parties shall retain whatever rights they may have had respecting each other as they had before the effective date of this Agreement. If both parties agree to a revised Work Plan, the revised Work Plan shall be attached to this Agreement as Exhibit "A-1" and Volunteer agrees to implement that Work Plan instead of the one contained in Exhibit "A" and, unless revised as provided in Subparagraph I.B.2 of this Agreement, all references to "Work Plan" in this Agreement shall refer to the one contained in Exhibit "A-1."

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

2. The parties agree that the Work Plan will be modified in the event that contamination previously unknown or inadequately characterized is encountered during the Work Plan's implementation and that such modification(s) shall appear in Exhibit "A-2" and in such circumstances all references to "Work Plan" in this Agreement shall refer to the one contained in Exhibit "A-2." However, if after good faith negotiations, Volunteer and the Department cannot agree upon modifications to the Work Plan to account for previously unknown contamination, then except with respect to Volunteer's obligations under Paragraphs VI and VIII of this Agreement and the Department's right to enforce such obligations under Paragraph IV of this Agreement, this Agreement shall terminate effective the date of the Department's written notification to Volunteer that negotiations have failed to develop an acceptable modification to the Work Plan. In the event of such a termination, Volunteer agrees not to leave the Site in a condition, from the perspective of human health and environmental protection, worse than that which prevailed before remedial activities were commenced, and (except with respect to the Department's right to enforce the obligations of Volunteer previously described in this sentence, which it may enforce under this Agreement) both parties retain whatever rights they may have had respecting each other as they had before the effective date of this Agreement.

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

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

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

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

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

F. 1. After receipt of the final engineering report, the Department shall notify Volunteer in writing whether the Department is satisfied with the implementation of the Work Plan, and the Department-approved design, which notification shall not be unreasonably withheld.

2. Upon being satisfied that the Site-specific cleanup levels identified in, or to be identified in accordance with, the Work Plan have been reached, the Department shall notify Volunteer in writing of its satisfaction and, except for the reservations identified below, the Department releases, covenants not to sue, and shall forbear from bringing any action, proceeding, or suit against, Volunteer for the further investigation and remediation of the Site, based upon the release or threatened release of any Covered Contamination, provided that (a) timely payments of the amounts specified in Paragraph VI of this Agreement continue to be or have been made to the Department, (b) appropriate notices and deed restrictions have been recorded in accordance with Paragraphs IX and X of this Agreement, and (c) Volunteer and/or its lessees, sublessees, successors, or assigns promptly commence and diligently pursue to completion the Department-approved O&M Plan, if any. Nonetheless, the Department hereby reserves all of its rights concerning, and such release, covenant not to sue, and forbearance shall not extend to Natural Resource Damages nor to any further investigation or remedial action the Department deems necessary:

i. due to the off-Site presence of contaminants, other than petroleum, that may have migrated off-Site from an on-Site source, resulting in impacts to environmental resources, to human health, or to other biota that are not inconsequential and due to the off-Site presence of petroleum that may have migrated off-Site from an on-Site source, irrespective of whether the information available to Volunteer and the Department at the time of the development of the Work Plan disclosed the existence or potential existence of such off-Site presence;

ii. due to environmental conditions related to the Site that were unknown to the Department at the time of its approval of the Work Plan which indicate that Site conditions are not sufficiently protective of human health and the environment for the Contemplated Use;

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

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

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

Additionally, the Department hereby reserves all of its rights concerning, and any such release, covenant not to sue, and forbearance, shall not extend to, Volunteer if it causes a, or suffers the, release or threat of release, at the Site of any hazardous substance (as that term is defined at 42 USC 9601[14]) or petroleum (as that term is defined in Navigation Law § 172[15]), other than Covered Contamination, if it causes a, or suffers the use of the Site to, change from the Contemplated Use to one requiring a lower level of residual contamination before that use can be implemented with sufficient protection of human health and the environment; nor to any of Volunteer's lessees, sublessees, successors, or assigns who causes a, or suffers the, release or threat of release, at the Site of any hazardous substance (as that term is defined at 42 USC 9601[14]) or petroleum (as that term is defined in Navigation Law § 172[15]), other than Covered Contamination, after the effective date of the Agreement, or who causes a, or suffers the use of the Site to, change from the Contemplated Use to one requiring a lower level of residual contamination before that use can be implemented with sufficient protection of human health and the environment, or who is otherwise a party responsible under law for the remediation of the Existing Contamination independent of any obligation that party may have respecting same established resulting solely from the Agreement's execution.

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

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

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

2. Except as above provided in Subparagraph I.F of this Agreement and in the "no further action" letter issued under Subparagraph I.G of this Agreement, nothing in this Agreement is intended as a release, forbearance, or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the Department or the State of New York may have against any person, firm, corporation, or other

entity not a party to this Agreement. In addition, notwithstanding any other provision in this Paragraph I of this Agreement, the forbearance, covenant not to sue, and release described in Subparagraph I.F and in the "no further action" letter issued under Subparagraph I.G shall not extend to parties (other than Volunteer) that were responsible under law before the effective date of this Agreement to address the Existing Contamination.

II. Progress Reports

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

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

2. include all results of sampling and tests and all other data received or generated by Volunteer or Volunteer's contractors or agents in the previous month, including quality assurance/quality control information, whether conducted pursuant to this Agreement or conducted independently by Volunteer;

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

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

5. include information regarding percentage of completion, unresolved delays encountered or anticipated that may affect the schedule for implementation of Volunteer's obligations under this Agreement, and efforts made to mitigate those delays or anticipated delays; and

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

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

C. Volunteer shall allow the Department to attend, and shall provide at least five days advance notice to the Department of any pre-bid meeting, progress meetings, substantial

completion meeting and inspection, and final inspection and meeting.

III. Review of Submittals

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

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

ii. After receipt of the revised submittal, the Department shall notify Volunteer in writing within 30 days of its approval or disapproval. If the Department disapproves the revised submittal, the Department and the Volunteer may pursue whatever remedies at law or in equity that may be available to them. If the Department approves the revised submittal, it shall be incorporated into and become an enforceable part of this Agreement.

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

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

IV. Enforcement

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

B. Volunteer shall not suffer any penalty under this Agreement or be subject to any proceeding or action if it cannot comply with any requirement of this Agreement because of fire, lightning, earthquake, flood, adverse weather conditions, strike, shortages of labor and materials,

war, riot, obstruction or interference by adjoining landowners, or any other fact or circumstance beyond Volunteer's reasonable control ("*force majeure* event"). Volunteer shall, within five working days of when it obtains knowledge of any such *force majeure* event, notify the Department in writing. Volunteer shall include in such notice the measures taken and to be taken by Volunteer to prevent or minimize any delays and shall request an appropriate extension or modification of this Agreement. Volunteer shall have the burden of proving by a preponderance of the evidence that an event is a defense to compliance with this Agreement pursuant to this Subparagraph IV.B of this Agreement.

V. Entry upon Site

Volunteer hereby consents to the entry upon the Site or areas in the vicinity of the Site which may be under the control of Volunteer by any duly designated employee, consultant, contractor, or agent of the Department or any State agency having jurisdiction with respect to the matters addressed in the Work Plan for purposes of inspection, sampling, and testing and to ensure Volunteer's compliance with this Agreement. The Department shall abide by the health and safety rules in effect for work performed at the Site under the terms of this Agreement. Upon request, Volunteer shall provide the Department with suitable office space at the Site, including access to a telephone, and shall permit the Department full access to all records relating to matters addressed by this Agreement and to job meetings.

VI. Payment of State Costs

A. Within thirty days after receipt of an itemized invoice from the Department, Volunteer shall pay to the Department a sum of money not to exceed \$2,500.00, which shall represent reimbursement for the State's expenses including, but not limited to, direct labor, fringe benefits, indirect costs, travel, analytical costs, and contractor costs incurred by the State of New York for work performed at the Site to the effective date of this Agreement, as well as for negotiating this Agreement, reviewing and revising submittals made pursuant to this Agreement, overseeing activities conducted pursuant to this Agreement, collecting and analyzing samples, and administrative costs associated with this Agreement, but not including the State's expenses incurred after the Department's notification identified in Subparagraph I.F.2 of this Agreement of its approval of the final engineering report and certification pertaining to the implementation of the Work Plan or, if any, of the Department-approved O&M Plan, whichever is later. Each such payment shall be made by certified check payable to the Department of Environmental Conservation and shall be sent to:

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

Personal service costs shall be documented by reports of Direct Personal Service, which shall

identify the employee name, title, biweekly salary, and time spent 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, travel, contractual) and shall be documented by expenditure reports.

VII. Department Reservation of Rights

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

B. Nothing contained in this Agreement shall prejudice any rights of the Department to take any investigatory or remedial action it may deem necessary.

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

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

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

VIII. Indemnification

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

IX. Notice of Sale or Conveyance

A. Within 30 days after the effective date of this Agreement, Volunteer shall file the Notice of Agreement, which is attached to this Agreement as Exhibit "D", with the Broome

County Clerk to give all parties who may acquire any interest in the Site notice of this Agreement and shall, within 15 days of filing said notice, provide to the Department a copy certified by the Broome County Clerk to be a true and accurate copy of the instrument as recorded in the Office of the Broome County Clerk. Volunteer may terminate the Notice when the Department notifies Volunteer in writing pursuant to Subparagraph I.F.2 of this Agreement that the Department is satisfied that the Site-specific cleanup levels have been reached and that the O&M Plan has been successfully implemented.

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

X. Deed Restriction

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

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

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

3. shall require Volunteer and Volunteer's successors and assigns to continue in full force and effect such institutional and engineering controls as the Department may institute and require be put in place and maintained; and

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

B. Within 30 days after Volunteer's receipt of the Department's Notice pursuant to Subparagraph I.F.2 of this Agreement approving Volunteer's Work Plan, Volunteer shall provide the Department with a copy of such instrument certified by the Broome County Clerk to be a true

and accurate copy of the instrument as recorded in the Office of the Broome County Clerk.

XI. Communications

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

1. Communication from Volunteer shall be sent to:

Mr. Charles Branagh, P.E.
New York State Department of Environmental Conservation
Erie Blvd. West
Syracuse, NY 13204-2400

with copies to:

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

Anthony B. Quartararo, Esq.
New York State Department of Environmental Conservation
50 Wolf Road, Room 627
Albany, NY 12233-5500

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

- Four copies (one unbound) to Mr. Branagh
- Two copies to Dr. Carlson
- One copy to Mr. Quartararo

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

Mr. James E. Carlsen
The Winatic Corporation
409 Commerce Road
Vestal, NY 13850

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

XII. Miscellaneous

A. 1. By entering into this Agreement, Volunteer certifies that it has fully and accurately disclosed to the Department all information known to Volunteer and all information in the possession or control of Volunteer's officers, directors, employees, contractors, and agents which relates in any way to the contamination existing on the effective date of this Agreement or any past or potential future release of hazardous substances, pollutants, or contaminants at or from the Site and to their application for this Agreement.

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

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

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

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

E. 1. Subject to Subparagraph XII.E.2 of this Agreement, Volunteer shall obtain all permits, easements, rights-of-way, rights-of-entry, approvals, or authorizations necessary to perform Volunteer's obligations under this Agreement.

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

F. Volunteer, Volunteer's officers, directors, agents, servants, and employees (in the performance of their designated duties on behalf of Volunteer), and Volunteer's lessees, successors, and assigns shall be bound by this Agreement. Any change in ownership or corporate status of Volunteer including, but not limited to, any transfer of assets or real or personal

property, shall in no way alter Volunteer's responsibilities under this Agreement. Volunteer's officers, directors, employees, servants, and agents shall be obliged to comply with the relevant provisions of this Agreement in the performance of their designated duties on behalf of Volunteer.

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

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

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

2. If Volunteer desires that any provision of this Agreement be changed, Volunteer shall make timely written application, signed by the Volunteer, to the Commissioner setting forth reasonable grounds for the relief sought. Copies of such written application shall be delivered or mailed to Charles Branagh and to Anthony Quartararo, at the addresses heretofore designated for each.

J. That portion of this Agreement concerning the Site's remediation constitutes an exercise of the Department's prosecutorial discretion and accordingly, is not subject to review under the State Environmental Quality Review Act and its implementing regulations. ECL 8-0105.5(i), 6 NYCRR 617.5(c)(29).

K. The provisions of this Agreement do not constitute and shall not be deemed a waiver of any right Volunteer otherwise may have to seek and obtain contribution and/or indemnification from other potentially responsible parties or their insurers, or Volunteer's insurers, for payments made previously or in the future for response costs. To the extent authorized under 42 USC 9613 and any other applicable law, Volunteer shall not be liable for any claim, now or in the future, in the nature of contribution by potentially responsible parties concerning the Existing Contamination. In any future action brought by Volunteer against a

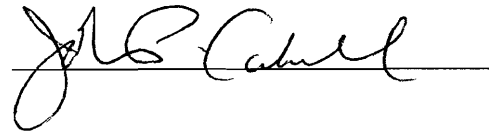
potentially responsible party under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the provision of 42 USC 9613(f)(3) shall apply.

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

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

DATED: Albany, New York
~~January~~, 1999
March 5

JOHN P. CAHILL, COMMISSIONER
NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

A handwritten signature in cursive script, appearing to read "John P. Cahill", is written over a horizontal line.

CONSENT BY VOLUNTEER

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

The Winatic Corporation

By: David L. Weeks, PRES.

Date: December 17, 1998

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

On this 17th day of December, 1998, before me personally came David L. Weeks to me known, who being duly sworn, did depose and say that (s)he resides in Binghamton, NY; that (s)he is an officer of the corporation described in and which executed the foregoing instrument; and that (s)he signed his name on behalf of the corporation and was authorized to do so.


Notary Public

F. DANIEL CASELLA
Notary Public, State of New York
No. 4806166
Residing in Broome County
Commission Expires Nov. 30, 2000

EXHIBIT "A"

Department-Approved Work Plan

**SITE REMEDIATION
WORK PLAN
(REVISION 1)
WINATIC CORPORATION
409 COMMERCE ROAD
VESTAL, NEW YORK**

SEPTEMBER 17, 1998

PREPARED FOR:

**MR. JAMES CARLSEN
WINATIC CORPORATION
409 COMMERCE ROAD
VESTAL, NEW YORK 13850**

AND THE

**NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION**

PREPARED BY:

**BUCK ENGINEERING
3821 BUCK DRIVE
CORTLAND, NEW YORK 13045
607-753-3403**

BUCK ENGINEERING

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I. INTRODUCTION

Prior subsurface investigations conducted at the Winatic Corporation property located on Commerce Road in the Town of Vestal, New York have revealed the presence of volatile organic compounds in the groundwater. The investigations have included the installation of three groundwater monitoring wells, sampling and analysis of groundwater, and soil vapor sampling and analysis.

It has been reported that the probable cause of the groundwater contamination was the surface disposal of chlorinated solvents at a point near the northeast corner of the Winatic building. The direction of groundwater flow has been determined to be in a southwesterly direction which is likely to have caused the contaminant plume to travel beneath the building. A site sketch showing the location of the building, the groundwater monitoring wells, and the direction of groundwater flow is provided in an appendix.

Revision 1, September 17, 1998: The evidence obtained from previous site investigations indicates that the contaminants found at the site are concentrated primarily in subsurface soils in the vadose zone at the location where the reported surface disposal of chlorinated solvents occurred. No indication of free product has been found in any of the groundwater wells and the concentration of chlorinated solvents found in groundwater samples has been significantly below the concentrations that would be expected if free product were present.

Previous investigations have also revealed that bedrock is relatively near the surface at this site. Bedrock was encountered at approximately 30 feet MW-1 and approximately 26 feet at MW-3. Boring was terminated at 37 feet beneath the surface at MW-2 and bedrock had not yet been encountered.

The Winatic Corporation is applying to the NYS Department of Environmental Conservation for participation in the Voluntary Cleanup Program (VCP). This Work Plan has been prepared as an attachment to the Winatic VCP application. A separate document was previously prepared that provides a summary of the investigations that have previously been performed at the Winatic property.

II. DETERMINATION OF CURRENT SITE CONDITIONS

The initial work to be performed at the site includes investigations to determine current site conditions and two activities are planned. The first is the sampling and analysis of groundwater from the three groundwater monitoring wells to determine current VOC concentrations. The second involves sampling and analysis of soil from the northeast corner of the property where the spill reportedly occurred.

II-1. Sampling and analysis of groundwater from the three (3) existing groundwater monitoring wells.

This activity was performed in April 1998. The sampling locations, media, number of samples, and analytical method is shown below.

Location	Medium	Sample Quantity	Analysis
MW-1	Groundwater	1	EPA 8021
MW-2	Groundwater	1	EPA 8021
MW-3	Groundwater	1	EPA 8021
Total		3	

A summary of the total VOC concentrations found in the groundwater in the previous and current sampling events is provided below. Copies of the laboratory reports that resulted from the analysis of groundwater samples taken on April 14, 1998 are provided in an appendix.

Sampling Date	Analytical Method	MW-1 Total VOCs	MW-2 Total VOCs	MW-3 Total VOCs
11/9/95	EPA 8021	3 ug/L	921 ug/L	54 ug/L
1/8/96	EPA 8021	148 ug/L	1,418 ug/L	755 ug/L
4/14/98	EPA 8021	75 ug/L	2,350 ug/L	1,850 ug/L

II Determination of current conditions (Con't)

II-2. Sampling and analysis of subsurface soils from the northeast corner of the property.

The second activity involves sampling and analysis of subsurface soils from the area near the northeast corner of the Winatic building where the reported surface disposal of VOCs occurred. The objective of this activity is to determine if there are significant concentrations of VOCs in the soil at depths reasonably near the surface (i.e., within approximately 15 feet of the surface) that could be excavated and removed from the site.

The soil sampling would be performed using hollow-stem augers and split spoons. Continuous split spoon sampling would be performed from the surface to a depth of approximately 16 feet and sampling would be performed at one or more locations. Samples retrieved in the split spoons would be field-screened with a photoionization detector (PID) for indications of VOCs and the soil sample with the highest PID reading from each boring location would be analyzed for VOCs via gas chromatography. A summary of this activity is provided below.

Activity	Medium	Quantity	Analytical Method
Soil boring	Soil	4	EPA 8021
Total		4	

The results of the soil sampling and analysis would be summarized in a brief report along with recommendations, if appropriate, for contaminated soil excavation and disposal.

Revision 1, September 17, 1998: The sampling and analysis of subsurface soils described above was performed on May 22, 1998. The actual number of samples obtained for laboratory analysis was six (6), instead of the four noted above. A report of this soil sampling and analysis dated July 6, 1998 has been prepared and sent to the Winatic Corporation.

III. CONTAMINATED SOIL EXCAVATION AND DISPOSAL

The results of the soil boring, sampling, and analysis described in the previous section is intended to indicate whether significant concentrations of VOCs are present in the soil near the northeast corner of the building, and if it appears feasible to excavate this material. If only trace concentrations of VOCs are found in the soil, or if the VOC concentrations are present at depths deemed impractical for excavation, no contaminated soil excavation would occur.

III-1. Contaminated soil excavation

If a decision is made to excavate contaminated soil, the services of an excavation contractor would be obtained. Contaminated soil excavation would be performed under the supervision of the engineer.

Soil removed from the excavation would be screened with a photolionization detector (PID) with the excavated soil separated into contaminated and uncontaminated piles. The criteria for separating contaminated soil would be PID readings of greater than 5 ppm.

Revision 1, September 17, 1998: The criteria to be used for separating contaminated soil would be PID readings of greater than 1 ppm, instead of the 5 ppm level referenced above.

Soil that is excavated would be placed on plastic sheeting at the site. Upon completion of soil excavation activities, the soil pile would be covered with ballasted plastic sheeting to prevent contaminants in the soil from being leached onto the surface by precipitation.

III-2. Disposal of contaminated soil

A suitably licensed soil disposal facility and its analytical requirements would be determined. Samples from the soil pile would be obtained and analyzed as required. Arrangements would then be made as soon as possible for the transport of the contaminated soil to the disposal facility.

Soil removed from the excavation with PID reading of less than 5 ppm would be returned to the excavation. The unfilled portion of the excavation would be backfilled with virgin material from off-site.

The results of this activity would be summarized in a brief report.

IV. SOIL VAPOR EXTRACTION FEASIBILITY STUDY

The specific type of remediation system to be employed at the Winatic site is unknown at this time. However, based on experience at similar sites, either a soil vapor extraction system or a dual phase (soil vapor and groundwater) extraction system is likely to be recommended, with a preference for a soil vapor extraction system. The choice of the type of system will depend upon such factors as the permeability of the subsurface soils to both soil vapor and groundwater, the areal extent of the remediation activity, and the initial and on-going cost of the remediation system.

IV-1. Installation of sparging and vent points

In order to resolve the issue of subsurface permeability and the optimum spacing for air sparging and soil vapor vents, a feasibility study would be performed by installing several air sparging and soil vapor vent points that would be used to test the subsurface permeability and to obtain samples of soil vapor and/or groundwater for laboratory analysis to determine contaminant concentrations. This work would be performed with a view to using the installed air sparging and soil vapor vent points in the final system design.

The results of this activity would be summarized in a report that would contain recommendations for the remediation system to be used at the site.

REVISED SITE REMEDIATION WORK PLAN
WINATIC CORPORATION
SEPTEMBER 17, 1998

V. SYSTEM DESIGN AND INSTALLATION

A specific system design will be recommended after the additional information from the feasibility study described above is available and has been analyzed.

V-1. Soil Vapor Extraction System

It is believed that the most likely type remedial system to be recommended is an air sparging and soil vapor recovery system. This type system would entail the installation of a series of air sparging points and soil vent points in the areas of the site where remediation is to occur. The air sparging points would be connected via tubing or piping to an air supply. The soil vent points would be connected via piping to a regenerative blower that would create a vacuum to pull soil vapor containing the volatilized organic compounds from the subsurface soils and groundwater and vent the soil vapor to the atmosphere.

The system design would include the designated areas of the site where remediation would occur. Specific attention would be given to the area north of the building where the original spill reportedly occurred, and the area west of the building, between the building and Commerce Road. Specific attention would also be given to possible adverse air quality implications in the interior of the building resulting from the air sparging action.

Revision 1, September 17, 1998: In the event that an air sparging and soil vapor recovery system is designed for installation at this site, the design would include the placement of several soil vapor sampling points in close proximity to the building so that soil vapor concentrations in the immediate vicinity of the building can be monitored on a regular basis.

V-2. Post Installation testing

After installation, the concentration of VOCs being discharged from the system would be measured to ensure the concentration is within NYSDEC allowed emission limits. In the event that the concentrations are above these limits, the system design would include provision for emission air treatment via activated charcoal or other method.

Revision 1, September 17, 1998: The concentration of VOCs being discharged by the system to ambient air would be measured on a regular basis to ensure that the concentrations are within NYSDEC allowed emission limits. In addition, the concentration of VOCs at the soil vapor sampling points located near the building would also be measured on a regular basis to ensure that there are no potentially harmful concentrations near the building.

Upon completion, the system design would be documented and the estimates of the cost of system acquisition, installation, and on-going operation would be prepared. After authorization to proceed is received, system acquisition and installation would proceed as rapidly as possible.

VI. SYSTEM OPERATION

Upon completion of system installation, the system would be placed in operation.

VI-1. On-going sampling and analysis

Sampling and analysis of system effluent(s), and groundwater from the existing monitoring wells, would be performed after system start-up to verify system operation. On-going sampling and analysis of groundwater and system effluent(s) would be performed on a monthly basis for the first few months of system operation with the sampling frequency changed to quarterly as soon as possible thereafter.

Activity	Matrix	Quantity	Analytical Method
Monthly/Quarterly sampling	Air	1 - Air	NYSDOH 311-2
	Groundwater	3 - Groundwater	EPA 8021

Revision 1. September 17, 1998: The sampling activity described above has been revised as shown below.

Activity	Matrix	Quantity	Analytical Method
Monthly/Quarterly sampling system effluent	Air	1 - Air	NYSDOH 311-2
Monthly/Quarterly sampling-soil vapor sampling points	Soil vapor	To be determined	NYSDOH 311-2
Monitoring well sampling	Groundwater	3 - Groundwater	EPA 8021

The system would remain in operation until the groundwater contaminant concentrations were below the limits established by the NYSDEC.

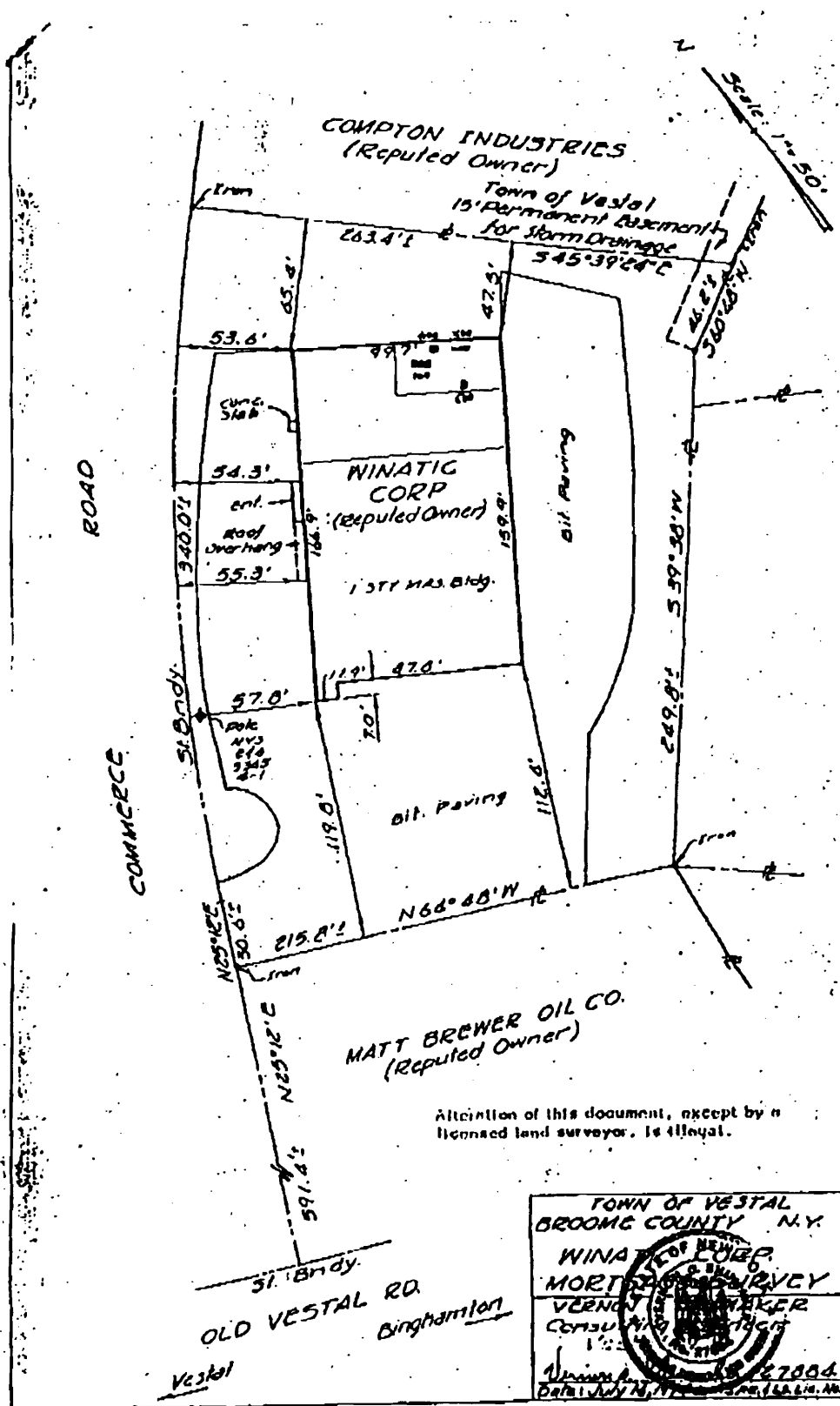
VII. SCHEDULE

The proposed schedule for completion of the work plan activities described herein is shown below.

Activity	Duration from Date of Authorization
Determine current site conditions:	
Sample & analyze groundwater from existing wells	Completed
Sampling & analysis of subsurface soils	4 weeks
Contaminated soil excavation & disposal:	
Soil excavation	2 weeks
Soil disposal	4 weeks
Soil vapor extraction feasibility study:	
Installation of sparging & vent points	2 weeks
Testing, analysis, compilation of data, reporting	4 weeks
System design & installation:	
Design & Installation	8 weeks
Post-installation testing	3 weeks
System operation	On-going

EXHIBIT "B"

Map of Site



SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Vestal, Broome County, New York, bounded and described as follows:

BEGINNING at a point in the easterly line of Commerce Road, which point is 591.4 feet, more or less, northwardly along said easterly line of Commerce Road from its intersection with the northerly boundary of Old Vestal Road, and which point of beginning is also the northwesterly corner of premises heretofore conveyed to Matt Brewer Oil Company of Binghamton, Inc. by deed recorded May 17, 1963 in Book 1065 of Deeds at page 1131; thence North 25 degrees 12 minutes East along the easterly line of Commerce Road a distance of 30.6 feet to a point; thence in a northwardly and eastwardly direction along the easterly line of Commerce Road on a curve having a radius of 1,017.6 feet a distance of 340 feet to an iron; thence South 45 degrees 39 minutes 24 seconds East a distance of 263.4 feet to an iron in the southeasterly line of the premises conveyed by deed recorded in Book 839 of Deeds at page 438, as hereinafter mentioned; thence South 60 degrees 48 minutes West along said boundary of the grantor a distance of 46.2 feet to an iron; thence South 39 degrees 38 minutes West continuing along the easterly line of the grantor, a distance of 249.8 feet to an iron in the northeasterly corner of the premises conveyed to Matt Brewer Oil Company of Binghamton, Inc.; thence North 64 degrees 48 minutes West along the northerly line of the premises conveyed to Matt Brewer Oil Company of Binghamton, Inc. a distance of 215.8 feet to the point or place of beginning.

EXHIBIT "C"

Assignable Release and Covenant Not To Sue

Mr. Jim Carlsen
Winatic Corporation
409 Commerce Road
Vestal, NY 13850

Dear Mr. Carlsen:

Unless otherwise specified in this letter, all terms used herein shall have the meaning assigned to them under the terms of the Voluntary Agreement entered into between the New York State Department of Environmental Conservation (the "Department") and Winatic Corporation ("Volunteer"), Index No. A7-0374-9809 (the "Agreement").

The Department is pleased to report that the Department is satisfied that the Department-approved Work Plan to implement a response program at the real property located at 409 Commerce Road, Town of Vestal, Broome County, New York, has been successfully implemented. So long as no information has been withheld from the Department or mistake made as to the hazard posed by any Site-related compound or analyte of concern, the Department believes that no further investigation or response will be required at the Site respecting the Existing Contamination to render the Site safe for the Contemplated Use.

Assignable Release and Covenant Not To Sue:

The Department, therefore, hereby releases, covenants not to sue, and shall forbear from bringing any action, proceeding, or suit against Volunteer and Volunteer's lessees and sublessees and Volunteer's successors and assigns and their respective secured creditors, for the further investigation and remediation of the Site, based upon the release or threatened release of Covered Contamination, provided that (a) timely payments of the amounts specified in Paragraph VI of the Agreement continue to be or have been made to the Department, (b) appropriate notices and deed restrictions have been recorded in accordance with Paragraphs IX and X of the Agreement, and Volunteer and/or its lessees, sublessees, successors, or assigns promptly commence and diligently pursue to completion the Department-approved O&M Plan, if any. Nonetheless, the Department hereby reserves all of its rights concerning, and such release, covenant not to sue, and forbearance shall not extend to, Natural Resource Damages nor to any further investigation or remedial action the Department deems necessary:

- due to off-Site migration of petroleum, irrespective of whether the information available to Volunteer and the Department at the time of the development of the Work Plan disclosed the existence or potential existence of such off-Site migration;
- due to environmental conditions related to the Site that were unknown to the Department at the time of its approval of the Work Plan which indicate that Site conditions are not sufficiently protective of human health and the environment for the Contemplated Use;

- due to information received, in whole or in part, after the Department's approval of the final engineering report and certification, which indicates that the activities carried out in accordance with the Work Plan are not sufficiently protective of human health and the environment for the Contemplated Use;
- due to Volunteer's failure to implement the Agreement to the satisfaction of the Department; or
- due to fraud committed, or mistake made, by Volunteer in demonstrating that the Site-specific cleanup levels identified in, or to be identified in accordance with, the Work Plan were reached.

Additionally, the Department hereby reserves all of its rights concerning, and any such release, covenant not to sue, and forbearance shall not extend to:

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

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

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

Exhibit "D"

NOTICE OF AGREEMENT

This Notice is made as of the day of , 1998 by The Winatic Corporation, the fee owner of a parcel of real property located at 409 Commerce Road, Town of Vestal, Broome County, New York, and

WHEREAS, the Winatic Corporation, by authorized signature, entered into an administrative Agreement with the Department, Index # A7-0374-9809 (hereafter the "Agreement"), concerning the remediation of contamination present on the Property and characterized to determine its nature and extent (hereafter the "Existing Contamination"), which Agreement was signed by the Commissioner of Environmental Conservation on November , 1998; and

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

WHEREAS, pursuant to the Agreement, the Winatic Corporation agreed that it would give notice of the Agreement to all parties who may acquire any interest in the Property by filing this Notice with the Broome County Clerk,

NOW, THEREFORE, the Winatic Corporation for itself and for its successors and assigns, declares that:

1. This Notice of the Agreement is hereby given to all parties who may acquire any interest in the Property; and that
2. This Notice shall terminate upon the filing by the Winatic Corporation or its successors and assigns, of a termination of notice of Agreement after having first received authorization to do so from the New York State Department of Environmental Conservation.

IN WITNESS WHEREOF, the Winatic Corporation has executed this Notice of Agreement by its duly authorized representative.

The Winatic Corporation

Dated:

By: _____

Its: _____

[acknowledgment]