



Raymond A. Ribeiro, P.E.
Commissioner
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

Subject:

Request for Non-Stormwater Permit to Discharge; Section 46, Block G, Lot 8;
Bethpage, New York.

Dear Commissioner:

On behalf of our client, Northrop Grumman Systems Corporation (Northrop Grumman), ARCADIS is requesting a Non-Stormwater Permit to Discharge the treated waters from the Northrop Grumman Operable Unit 3 (OU3) Groundwater Interim Remedial Measure (GW IRM) to the recharge basins located on the premises, which are partially owned and partially leased by Nassau County from the United States of America, designated as Section 46, Block G, Lot 8 in Bethpage, New York. We are submitting this request per our June 1, 2009 conversations with Nassau County Department of Public Works (NCDPW) personnel.

Northrop Grumman is implementing the GW IRM in accordance with their agreement with the New York State Department of Environmental Conservation (NYSDEC) to address impacts by volatile organic compound (VOCs) in site groundwater.

As part of the GW IRM, VOC-impacted groundwater will be pumped from the four recovery wells to the treatment plant where an air stripper will be used to reduce VOC concentrations in the extracted groundwater to below applicable NYSDEC standards prior to discharge to the recharge basins. The GW IRM was designed to operate at a maximum water flow rate of 250 gallons per minute (gpm). However, under normal conditions, the GW IRM will operate at a rate of 210 gpm. The air stripper off-gas will be treated, as needed, to meet applicable emission standards.

Additional information associated with this discharge is provided in the enclosed "County of Nassau Permit For Use and Occupation of County Owned Property", which was signed by NC DPW on May 27, 2009 and the "Treated Groundwater Discharge Easement Agreement", attached thereto.

Imagine the result

ARCADIS
Two Huntington Quadrangle
Suite 1S10
Melville
New York 11747
Tel 631.249.7600
Fax 631.249.7610
www.arcadis-us.com

ENVIRONMENT

Date:
June 11, 2009

Contact:
William S. Wittek, P.E.

Phone:
631.391.5270

Email:
william.wittek@arcadis-us.com

Our ref:
NY001491.0000.00012


ARCADIS

Mr. Raymond Ribeiro
June 11, 2009

Please contact either of the undersigned if you have any questions or comments associated with this project or the information provided in this letter.

Sincerely,

ARCADIS



William S. Wittek, P.E.
Senior Engineer



Carlo San Giovanni
Project Manager

Enclosures

Copies:

John Cofman, Northrop Grumman Systems Corporation
Steven Scharf, New York State Department of Environmental Conservation
William S. Wittek, ARCADIS
File

COUNTY OF NASSAU
PERMIT FOR USE AND OCCUPATION OF COUNTY OWNED PROPERTY

PERMIT AGREEMENT (this "Permit" or "Agreement") made and entered as of the date on which this Agreement is last executed by the parties hereto by and between NORTHROP GRUMMAN SYSTEMS CORPORATION, a Delaware corporation (the "Permittee"), with offices at 1840 Century Park East, Los Angeles, California 90067-2199 and the COUNTY OF NASSAU (the "County"), a municipal corporation of the State of New York having its principal office at 1550 Franklin Avenue, Mineola, New York 11501.

WHEREAS, the Permittee has applied to the County for permission to use and occupy certain recharge basins (the "Basins") located on premises (the "Premises") partially owned and partially leased by the County from the United States of America known and designated as Section 46, Block G, Lot 8 on the Land and Tax Map of Nassau County and as more particularly described in Exhibits "A-1" and "A-2" attached hereto being shown collectively on the survey attached hereto as Exhibit "B;"

WHEREAS, Permittee's use of the Basins will be memorialized in an easement agreement attached hereto as Exhibit "C" (the "Easement") that is being processed with the County for approval, and until such time as the Easement is approved by the County, the County shall grant to Permittee pursuant to this Permit the right to use the Basins in accordance with the terms hereof;

WHEREAS, the use and occupancy of the Premises, according to the limitations and restrictions described herein, and agreed to by the Permittee, will not interfere with the use of the Premises and facilities by the public or by the agents, servants and/or employees of the County; and,

WHEREAS, the Permittee is willing to abide by and carry out the conditions and regulations of this permit which shall not be considered a lease, but merely a license, revocable on notice.

NOW, THEREFORE, in consideration of the covenants and restrictions and demands contained herein and the fee to be paid by the Permittee to the County, the Permittee shall have the right to use and occupy the Premises as detailed herein, pursuant to the conditions and regulations, whether general or special, which are hereinafter set forth; to wit:

CONDITIONS AND REGULATIONS

1. **TERM.** The term of this Permit shall commence upon Permittee's occupancy of the Premises pursuant to this Permit and shall terminate upon the earlier of: (i) the execution of the Easement and (ii) thirty (30) days after either party gives the other thirty (30) days notice of termination in writing, subject to sooner termination by revocation as provided herein.

2. **USE.** The Premises shall be used solely by the Permittee for the discharge of treated groundwater into the Basins in connection with Permittee's operation and maintenance of a groundwater treatment system with an air stripper to treat extracted groundwater prior to discharge in an amount not to

exceed 132 million gallons per year, and 0.36 million gallons per day, in connection with the Permittee's OU3 Groundwater Project, all in compliance with approvals and directives issued by the New York State Department of Environmental Conservation ("NYSDEC").

3. USE FEE. The fee for this Permit is set forth in the Easement.
4. INTENTIONALLY OMITTED.
5. INDEMNITY. The Permittee agrees to indemnify the County in connection with its use of the basins in accordance with Article 6 of the Easement. The provisions of this Paragraph 5 shall survive the termination of this Permit.
6. CONDITION OF THE PREMISES; TITLE. (a) The Permittee represents and acknowledges that it has inspected the Premises, has knowledge of its condition and of any fixtures and other appliances therein or thereon owned by the County and to be used by the Permittee, and has found the Premises to be suitable for its permitted use as provided herein. The Permittee acknowledges and represents to the County that neither the County nor any agent or representative of the County has made any statements or representations regarding the quality, nature, adequacy or physical condition of the Premises, , the uses which can be made of the same, its compliance with any environmental or occupational protection laws, rules, regulations or requirements, the state of title, or any other matter or thing affecting or relating to the Premises. The Permittee is accepting the Premises in its "AS IS" condition **"WITH ALL FAULTS"** as of the date of this Permit.

(b) The Permittee acknowledges that this Permit is a license solely for use of the Basins as set forth herein and in the recitals hereof and nothing contained herein is intended to transfer to the Permittee any rights with respect to the land under or adjacent to the Premises.
7. REPAIRS, MAINTENANCE AND UTILITIES: Issues of repair, maintenance and utilities shall be handled as set forth in the Easement.
8. REVOCATION. This Permit shall be revoked and terminated on the Effective Date of the Easement.
9. REPOSSESSION. The Permittee further represents that it has knowledge of the fact that the Premises are owned by the County and will be used for a public purpose and that repossession by the County of the Premises is essential to the orderly scheduling of work on the Premises or use by the County; that any delay in such work or use, may subject the County to substantial claims for damages, or adversely affect the County's use of same. The Permittee in consideration of its use of the Premises and of the benefits flowing to it from said permit hereby waives the requirements of personal service of the notice of the Writ of Assistance and covenants that in any action or proceeding brought by the County to recover possession of the Premises that the Permittee will not enter any answer and that he will not petition the Court having jurisdiction thereof for a stay of execution of the warrant issued in accordance with the final order in such action or proceeding.

10. ALTERATIONS OR IMPROVEMENTS. The Permittee shall make no alterations or improvements to the Premises, structural or non-structural, without the prior written consent of the County.

11. ACCOUNTING PROCEDURES; RECORDS. The Permittee shall maintain and retain, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Permittee is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at reasonable times be available for inspection by the Nassau County Comptroller and any other governmental authority with jurisdiction over this Permit, and any of their duly designated representatives.

12. INTENTIONALLY OMITTED

13. COMPLIANCE WITH LAWS, REGULATIONS AND CODES. The parties shall, at all times, comply with all applicable laws, rules and regulations regarding the Basins and the treated groundwater that flows into the Basins pursuant to this Permit. Permittee agrees to operate and maintain the OU3 Groundwater Project, as defined in the Easement, in accordance with the approvals and conditions now or hereafter issued by NYSDEC, including, without limitation, periodic sampling of the treated groundwater.

14. NO WAIVER OF COUNTY'S RIGHTS: The failure of the County at any time to demand strict performance by the Permittee of any of the terms, covenants or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof and County may, at any time, demand strict and complete performance by the Permittee of said terms, covenants and conditions or of any other term and conditions of this Permit.

15. SUCCESSORS AND ASSIGNS. The covenants and agreements herein contained shall be binding upon and inure to the benefit of the County and the Permittee and their respective permitted successors and assigns.

16. ASSIGNMENT. This Permit shall not be assigned, shared or otherwise transferred without the prior written consent of the County and any purported assignment, sharing or transfer without such consent shall be void ab initio.

17. NOTICES. Any notice, request, demand or other communication required to be given or made in connection with this Permit shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, (d) to the County Attorney's Office, attention: Transactions Bureau Chief, at the address specified above for the County, and (e)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an applicable Deputy

County Executive ("DCE"), to the attention of the applicable DCE (whose name the Permittee shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Permittee, (i) Northrop Grumman Systems Corporation, 925 South Oyster Bay Road, Bethpage, New York 11714, Attn: Sector Real Estate, Mail Stop W17-35; (ii) Northrop Grumman Systems Corporation, 600 Grumman Road West, Bethpage, New York 11714, Attn: Law Department, Mail Stop Z05-025; (iii) Northrop Grumman Systems Corporation, 925 South Oyster Bay Road, Bethpage, New York 11714, Attn: BM&ES Bethpage Facilities Manager, Mail Stop W16-035., and (iv) Northrop Grumman Systems Corporation 1840 Century Park East, Los Angeles, CA 90067-2199, attention Corporate Real Estate – Legal Notices, or in each case to such other persons or addresses as shall be designated by written notice.


18. INTENTIONALLY OMITTED

19. EXECUTORY CLAUSE. Notwithstanding any other provision of this Permit, the County shall have no liability under this Permit to any person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Permit has been executed by the County Executive or his duly-designated deputy.

[Remainder of page intentionally left blank. Signatures follow on next page.]

IN WITNESS WHEREOF, the Permittee and the County have executed this Permit and agree to be bound by all the terms and conditions set forth herein as of the date first-above written.

**NORTHROP GRUMMAN
SYSTEMS CORPORATION**

By: 

Name: AJ Paz

Title: Director, Corporate Real Estate

Date: May 20, 2009

COUNTY OF NASSAU

By: 

Name: Ray RIBEIRO

Title: Commissioner

Date: 5/27/09

)ss.:

On the 26 day of May in the year 2009 before me personally came Ray Ribeiro to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of New York that he or she is DPR Commissioner of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

DANIEL P. GRIPPO
Notary Public, State of New York
No. 4835449
Qualified in Suffolk County
Commission Expires December 31, 2011

)

) ss.:

)

On the 20th day of May in the year 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared AJ PAZ ~~personally known to me or~~ proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her/their capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of Los Angeles, State of California.

Signature and Office of individual
Taking acknowledgment

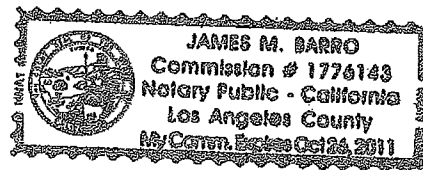


EXHIBIT "A-1"
LEGAL DESCRIPTION

All that certain piece or parcel of land, containing 94.8647 acres, more or less, together with all the improvements thereon, situated, lying and being at Bethpage, Town of Oyster Bay, County of Nassau, State of New York, and being more particularly described as follows:

BEGINNING at a point at the corner of the intersection of the easterly side of South Oyster Bay Road and the southerly side of the Cherry Avenue Extension (a/k/a Aerospace Boulevard); thence, leaving said point and running along the following eight (8) courses and distances: along the southerly side of the Cherry Avenue Extension (a/k/a Aerospace Boulevard), S80°52'46"E, 2,762.67 feet to a point; thence S03°50'49"W, 786.60 feet to a point; thence, N79°20'19"W, 483.33 feet to the centerline of 11th Street, thence, N80°27'06"W, 20.10 feet to a point; thence, along the westerly side of 11th Street, S03°50'19"W, 1,267.13 feet to the northerly side of Thomas Avenue; thence, along the northerly side of Thomas Avenue N86°09'41"W, 1,077.83 feet to the northeasterly side of lands of the Long Island Railroad; thence, along the northeasterly side of said lands N49°41'36"W, 1,112.77 feet to the easterly side of South Oyster Bay Road; thence, along the easterly side of South Oyster Bay Road N06°07'46"W, 1,248.80 feet to a point; thence, leaving said point and continuing along the easterly side of South Oyster Bay Road N06°00'46"W, 362.63 feet to the southerly side of the Cherry Avenue Extension (a/k/a Aerospace Boulevard) to the POINT OF BEGINNING, containing 94.8647 acres, and being as shown on the drawing entitled, "SURVEY OF PROPERTY SHOWING PARCELS TO BE CONVEYED TO THE COUNTY OF NASSAU AT BETHPAGE, NASSAU COUNTY, NEW YORK, PREPARED FOR COUNTY OF NASSAU, DEPARTMENT OF COMMERCE & INDUSTRY," by Albert A. Bianco, Professional Land Surveyor – City Surveyor, surveyed December 12, 2000, last amended February 28, 2002, and attached hereto and made a part hereof as Exhibit "C." EXCEPTING THEREFROM THE ADJACENT GOVERNMENT-OWNED PARCEL OF LAND, CONTAINING 8.7061 ACRES, MORE OR LESS, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "B-2" LEGAL DESCRIPTION, AND THE PRIVATELY-OWNED CEMETERY PLOT CONTAINING 0.25 OF AN ACRE, MORE OR LESS, DESIGNATED AS SECTION 46, BUILDING G, LOT 5 ON THE NASSAU COUNTY LAND AND TAX MAP, AND BEING AS SHOWN ON SAID EXHIBIT "C" ATTACHED HERETO.

LEGAL DESCRIPTION
PORTION OF BED OF 11TH STREET

All that certain piece or parcel of land containing 0.5713 of an acre, more or less, together with all the improvements thereon, situated, lying and being at Bethpage, Town of Oyster Bay, County of Nassau, State of New York, and being more particularly described as follows:

BEGINNING at the corner of the intersection of the northerly side of lands of the Long Island Railroad and the easterly side of South Oyster Bay Road; thence, leaving said point and running S49°41'36"E, 1,112.77 feet to a point; thence S86°09'41"E, 1,077.83 feet to the TRUE POINT OF BEGINNING; thence, leaving said point and running along the following four (4) courses and distances: N03°50'19"E, 1,267.13 feet to a point; S80°27'06"E, 20.10 feet to a point; S03°50'19"W, 1,265.13 feet to a point; thence, N86°09'41"W, 20.00 feet to the POINT OF BEGINNING, containing 0.5713 of an acre, more or less, and being as shown on the drawing entitled, "SURVEY OF PROPERTY SHOWING PARCELS TO BE CONVEYED TO THE COUNTY OF NASSAU AT BETHPAGE, NASSAU COUNTY, NEW YORK, PREPARED FOR COUNTY OF NASSAU, DEPARTMENT OF COMMERCE & INDUSTRY," by Albert A. Bianco, Professional Land Surveyor – City Surveyor, surveyed December 12, 2000, last amended February 28, 2002, and attached hereto and made a part hereof as Exhibit "C."

LEGAL DESCRIPTION
PORTION OF BED OF THOMAS AVENUE

All that certain piece or parcel of land, containing 0.6204 of an acre, more or less, together with all the improvements thereon, situated, lying and being at Bethpage, Town of Oyster Bay, County of Nassau, State of New York, and being more particularly described as follows:

BEGINNING at a point on the northerly side of lands of the Long Island Railroad distant 1,112.77 feet easterly from the corner of said northerly side of lands of the Long Island Railroad and the easterly side of South Oyster Bay Road; thence, leaving said point and running along the following four (4) courses and distances: S86°09'41"E, 1,097.83 feet to a point; thence S03°50'19"W, 25.00 feet to a point; thence, N86°09'41"W, 1,064.01 feet to a point; thence, N49°41'36"W, 42.06 feet to the POINT OF BEGINNING, containing 0.6204 of an acre, more or less, and being as shown on said Exhibit "C" attached hereto.

EXHIBIT "A-2"
LEGAL DESCRIPTION
ADJACENT GOVERNMENT PROPERTY

All that certain piece or parcel of land, containing 8.7061 acres, more or less, together with all the improvements thereon, situated, lying and being at Bethpage, Town of Oyster Bay, County of Nassau, State of New York, and being more particularly described as follows:

BEGINNING at the corner of the intersection along the easterly side of South Oyster Bay Road and the northeasterly line of lands of the Long Island Railroad; thence, leaving said point and running S49°41'36"E, 1,112.77 feet to the northerly side of Thomas Avenue; thence, S86°09'41"E, 1,077.83 feet easterly along the northerly side of Thomas Avenue to the westerly side of 11th Street; thence, N03°50'19"E, 612.50 feet along the westerly side of 11th Street to the TRUE POINT OF BEGINNING, thence, leaving said point and running along the following twenty (20) courses and distances: N86°06'24"W, 1,220.38 feet; thence, S04°41'41"W, 45.34 feet; thence, N83°01'48"W, 261.89 feet; thence, N04°41'41"E, 190.01 feet; thence, S80°57'05"E, 262.44 feet; thence, S04°41'41"W, 33.01 feet; thence, S80°50'55"E, 310.02 feet; thence, N09°15'02"E, 39.96 feet; thence, S80°49'36"E, 247.51 feet; thence, S09°15'02"W, 27.90 feet; thence, S80°49'27"E, 165.19 feet; thence, N09°15'02"E, 25.90 feet; thence, S80°49'02"E, 130.35 feet; thence, N09°05'13"E, 286.40 feet; thence, N80°50'46"W, 106.58 feet; thence, N09°10'36"E, 319.81 feet; thence, S78°24'06"E, 96.84 feet; thence, N78°32'49"E, 123.21 feet; thence, S80°27'06"E, 200.16 feet to a point on the westerly side of 11th Street; thence, S03°50'19"W, 675.03 feet along the westerly side of 11th Street to the POINT OF BEGINNING, containing 8.7061 acres, more or less, and being as shown on the drawing entitled "SURVEY OF PROPERTY SHOWING PARCELS TO BE CONVEYED TO THE COUNTY OF NASSAU AT BETHPAGE NASSAU COUNTY, NEW YORK, PREPARED FOR COUNTY OF NASSAU, DEPARTMENT OF COMMERCE & INDUSTRY" by Albert A. Bianco, Professional Land Surveyor - City Surveyor, surveyed December 12, 2000, last amended February 28, 2002, and attached hereto and made a part hereof as Exhibit "C."

EXHIBIT "B"
SURVEY

Ref. No. N46-G-Navy

SECTION: 46

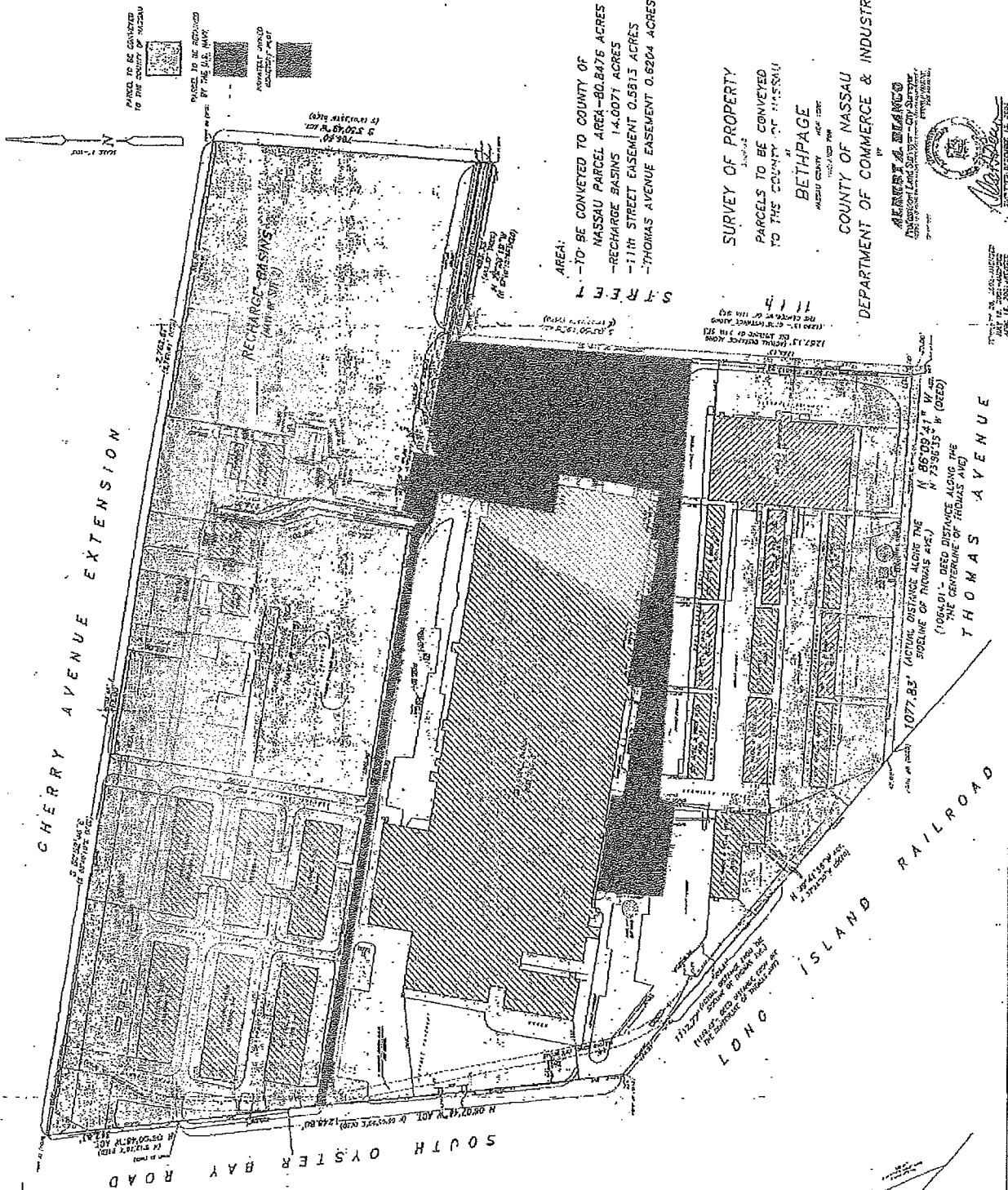
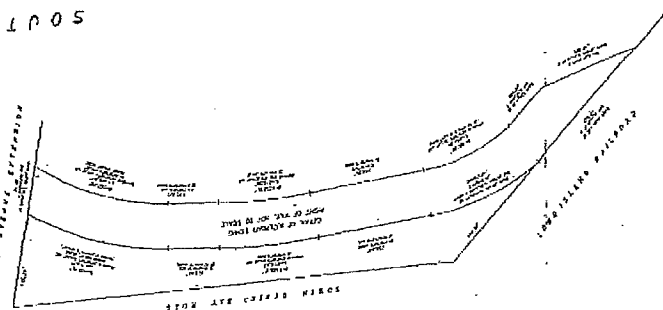
BLOCK: G

LOTS: 5, 8

CHERRY AVENUE EXTENSION

SOUTH OYSTER BAY ROAD

DETAIL OF RAILROAD SIDING



AREA:
-TO BE CONVEYED TO COUNTY OF
NASSAU PARCEL AREA-80.8476 ACRES
-RECHARGE BASINS 14.0071 ACRES
-11TH STREET EASEMENT 0.5813 ACRES
-THOMAS AVENUE EASEMENT 0.6204 ACRES

SURVEY OF PROPERTY
PARCELS TO BE CONVEYED
TO THE COUNTY OF NASSAU

BETHPAGE
NASSAU COUNTY

COUNTY OF NASSAU
DEPARTMENT OF COMMERCE & INDUSTRY

ALBERT A. BLANCO
Professional Land Surveyor - City Surveyor
NASSAU COUNTY



EXHIBIT "C"
EASEMENT AGREEMENT

TREATED GROUNDWATER DISCHARGE EASEMENT AGREEMENT

THIS TREATED GROUNDWATER DISCHARGE EASEMENT AGREEMENT (this "Easement Agreement"), effective as of the 1st day of May, 2009 by and between the COUNTY OF NASSAU, a New York municipal corporation with offices located at 1550 Franklin Avenue, Mineola, New York 11501 (hereinafter referred to as "Grantor") and NORTHROP GRUMMAN SYSTEMS CORPORATION, a Delaware corporation, with offices located at 1840 Century Park East, Los Angeles, California 90067-2199 (hereinafter referred to as the "Grantee"). Grantor and Grantee are sometimes collectively referred to as "parties" or individually as a "party."

WITNESSETH:

WHEREAS, Grantor and Grantee are parties to that certain Memorandum of Agreement II (MOA II) effective February 18, 2005, wherein the parties transacted numerous parcels of land and other items of value, which agreement was authorized by the Nassau County Legislature by Ordinance 2-2005, dated January 14, 2005; and

WHEREAS, pursuant to MOA II, Grantor and Grantee executed and exchanged, in part, that certain Recharge Basin Easement effective May 1, 2008, recorded July 1, 2008 at Liber 12408, page 433, wherein Grantee is entitled to use certain recharge basins located on parcels of land owned or leased by Grantor; and

WHEREAS, specifically with respect to said Grantor's lands, Grantor is (i) the fee owner of those certain plots, pieces or parcels of land and the improvements and buildings situated thereon, being more particularly bounded and described in Exhibit "A-1," attached hereto, and (ii) the lessee from the United States of America of those certain plots, pieces or parcels of land and the improvements and buildings situated thereon, being more particularly bounded and described in Exhibit "A-2," such parcels set forth in Exhibit "A-1" and "A-2" being shown collectively on the survey attached hereto as Exhibit "C" (collectively, the "Grantor's Premises"), which premises include, without limitation, said recharge basins and associated facilities and equipment for the collection and disbursement of storm water run-off, being more particularly bounded and described in Exhibit "D," attached hereto and made part hereof; and

WHEREAS, Grantee is the fee owner of those certain plots, pieces or parcels of land and improvements and buildings situated thereon, being more particularly bounded and described in Exhibit "B," attached hereto (the property described on Exhibit "B" is referred to as "Grantee's Premises"); and

WHEREAS, Grantor as fee title owner and as lessee has the legal right and authority to encumber the Grantor's Premises as set forth in this Easement Agreement; and

WHEREAS, pursuant to an Order on Consent, Index No. W1-0018-04-01, entered into with the New York State Department of Environmental Conservation ("NYSDEC"), Grantee

will operate a groundwater treatment system at Grantee's Premises; and

WHEREAS, as a result of operating the groundwater treatment system, Grantee will have a need to recharge treated groundwater to the ground; and

WHEREAS, Grantee desires to use certain recharge basins and associated facilities located on the Grantor's Premises for such recharge and Grantor acknowledges the importance of operating this groundwater treatment system and is willing to grant to Grantee and Grantee is willing to accept from Grantor a non-exclusive continuous right to discharge treated groundwater through water lines into the recharge basins located on the Grantor's Premises; and

WHEREAS, the parties have determined to supplement MOA II to permit the use of the said recharge basins for recharge of treated water emanating from Grantee's groundwater treatment system.

NOW, THEREFORE, in consideration of the mutual agreements and conditions set forth herein, and in further consideration of other good and valuable consideration paid by the Grantee to the Grantor, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto covenant as follows:

Article 1: DEFINITIONS AND EXHIBITS

1.1 Definitions. For purposes of this Easement Agreement, the following definitions shall apply (although additional terms are defined elsewhere in this Easement Agreement):

- a. "Effective Date" means the date of this document as stated above.
- b. "Grantee's Premises" means those certain plots, pieces or parcels of land and the improvements located thereon described in Exhibit "B."
- c. "Grantor's Premises" means those certain plots, pieces or parcels of land containing recharge basins, described more particularly in Exhibit "A-1" and "A-2" and shown on the survey attached hereto as Exhibit "C."
- d. "NYSDEC" means the New York State Department of Environmental Conservation.
- e. "OU3 Groundwater Project" means the Operable Unit 3 (OU3) Groundwater Interim Remedial Measure (IRM) described herein, which the parties acknowledge may become part of a final remedy.

f. "Person(s)" or "person(s)" means any person, employee, individual, corporation, unincorporated association, partnership, trust, federal, state or local governmental agency, authority or other private or public entity.

g. "Recharge Basins" means the in-ground facilities into which storm-water flows, and into which Treated Groundwater will flow, for subsequent recharge into the ground, the purported location of which is shown on the drawing attached hereto as Exhibit "D."

h. "Treated Groundwater" means groundwater extracted as part of Grantee's OU3 Groundwater Project groundwater treatment system and treated to remove contaminants in accordance with applicable NYSDEC approved levels. NYSDEC approved levels will be determined as follows: The OU3 Groundwater Project is not required to have a SPDES permit and attached hereto as Exhibit "E" is a letter dated September 9, 2008 from Steven M. Scharf of NYSDEC to Jack Libert, Town of Oyster Bay Planning and Development Commissioner explaining that permits are not required. Attached hereto as Exhibit "F" is a letter dated August 7, 2008 from Mr. Scharf to Northrop Grumman's consultant explaining that the discharge water will need to undergo a SPDES equivalency review. Attached hereto as Exhibit "G" is the SPDES application submitted to NYSDEC as part of the request for approval of the project design. The application includes the parameters to be sampled for, discharge limits and frequency of sampling. The "applicable NYSDEC approved levels" for purposes of this definition of "Treated Groundwater" will be those set forth in the NYSDEC approval of the project design, which will either track those provided in Exhibits "E", "F" and "G" or include more stringent requirements. Grantee shall provide to Grantor evidence of NYSDEC approval prior to any discharge and shall also provide to Grantor a copy of the NYSDEC-approved Operation, Maintenance and Monitoring manual for the OU3 Groundwater Project following approval from NYSDEC.

i. "Water Lines" means the drains, pipes, drainage lines and water conduits through which storm water flows, and through which Treated Groundwater (as hereinafter defined) will flow, the purported locations of which are shown on the drawing attached hereto as Exhibit "D."

1.2 Exhibits. The following Exhibits are incorporated herein by reference:

Exhibits "A-1" and "A-2"	Legal Description of Grantor's Premises
Exhibit "B"	Legal Description of Grantee's Premises
Exhibit "C"	Survey
Exhibit "D"	Drawing showing Water Lines and Recharge Basins with Legal Descriptions
Exhibit "E"	September 9, 2008 Letter from Scharf to
Libert	
Exhibit "F"	August 7, 2008 Letter from Scharf to

ARTICLE 2: GRANTOR AND GRANTEE STATUS

2.1 Status of Grantor. Grantor is grantee of part of the Grantor's Premises from the United States of America (the "Government"). Certain portions of the Grantor's Premises were not conveyed to Grantor by the Government due to ongoing environmental conditions on the Grantor's Premises, and to that extent, the Government has leased those portions to Grantor. Grantor represents to Grantee that it has the right and authority to enter into this Easement Agreement and to encumber the Grantor's Premises therewith. Grantor, upon request of Grantee, shall provide written authorization from the Government to confirm Grantor's authority. Grantor further represents that: (a) it is a municipal corporation existing and in good standing under the laws of the State of New York; and (b) the person signing this Easement Agreement is authorized to sign same on behalf of Grantor as evidenced by a duly issued resolution of the Nassau County Legislature.

2.2 Status of Grantee. Grantee represents that: (a) it is a corporation existing and in good standing under the laws of the State of Delaware and is qualified to do business in the State of New York; (b) the person signing this Easement Agreement is authorized to sign same on behalf of Grantee; and (c) no Grantee Board of Directors action is required to authorize entering into this Easement Agreement.

Article 3: PURPOSE

3.1 OU3 Groundwater Project. Grantee, in compliance with approvals and directives issued by NYSDEC, will construct on Grantee's Premises and thereafter operate and maintain a groundwater treatment system with an air stripper to treat extracted groundwater prior to discharge in an amount not to exceed 132 million gallons per year, and 0.36 million gallons per day, connection with the OU3 Groundwater Project. Treated Groundwater will be discharged by Grantee into the recharge basins located on the Grantor's Premises in accordance with this Easement Agreement.

Article 4: EASEMENT

4.1 Easement Rights. Grantor hereby grants to Grantee and Grantee's successors, assigns and grantees, for the benefit of the parcels described in Exhibit "B" hereto, a continuous non-exclusive easement, at no cost to Grantee or Grantee's successors, assigns or grantees, limited to the discharge of Treated Groundwater from the OU3 Groundwater Project to the Recharge Basins located on Grantor's Premises through the Water Lines also located on the Grantor's Premises in

connection with the OU3 Groundwater Project, expressly subject to the terms, conditions and restrictions set forth herein. The approximate location and description of the Recharge Basins and Water Lines is set forth in Exhibit "D," attached hereto and made part hereof.

4.2 Maintenance. Grantor or its successors in interest of Grantor's Premises shall, at their respective sole cost and expense, maintain and repair the Recharge Basins and Water Lines on Grantor's Premises and all associated facilities and equipment in a manner so as to assure the continued efficient operation of the Recharge Basins and Water Lines to accommodate the drainage of Treated Groundwater from Grantee's Premises.

4.3 Off-Site Connections. All work to be done to connect the discharge of Treated Groundwater into the Recharge Basins shall be done by Grantee in accordance with applicable laws at its sole cost and expense and shall occur on Grantee's Premises. Grantee shall connect to existing drainage pipe or pipes which are part of the Water Lines via a junction box located on Grantee's Premises. The Treated Groundwater shall then flow through said Water Lines into the Recharge Basins.

Article 5: COMPLIANCE WITH LAWS AND OTHER REGULATIONS

5.1 General Compliance. The parties shall, at all times, comply with all applicable laws, rules and regulations regarding the Recharge Basins, the Water Lines, and the Treated Groundwater that flows into the basins pursuant to this Easement Agreement.

5.2 Grantee's Compliance. Grantee agrees to operate and maintain the OU3 Groundwater Project in accordance with the approvals and conditions now or hereafter issued by NYSDEC, including, without limitation, periodic sampling of the Treated Groundwater.

Article 6: REMEDIES

6.1 Indemnification. Subject to the following, Grantee agrees to indemnify and hold Grantor harmless against all claims by the NYSDEC requiring Grantee to remediate the Recharge Basins based on contamination of the Recharge Basins caused solely by Grantee's exercise of its easement rights pursuant to Paragraph "4.1" above (the "Indemnity"). Grantor acknowledges that there are many unregulated sources of water entering the Recharge Basins and therefore, Grantee's obligation to indemnify Grantor is limited to situations in which Grantor and the NYSDEC have proof (not assumptions) that Grantee has breached its obligations to NYSDEC regarding the OU3 Groundwater Project by discharging water to the Recharge Basins in excess of the limits stated in Paragraph "1.1(h)" above. Additionally, because of the large number of unregulated sources of water to the Recharge Basins, there shall be a presumption that any contamination of the Recharge Basins by contaminants other than the chlorinated solvents being removed from the groundwater by the OU3 Groundwater Project are not covered by this Indemnity. This presumption can be rebutted only with sampling data demonstrating that water emanating from

the OU3 Groundwater Project contains levels of the contaminants found in the Recharge Basins at levels that violate Grantee's discharge restrictions.

6.2 Procedure for Indemnification. If NYSDEC demands that Grantor remediate the Recharge Basins and NYSDEC provides sampling data sufficient to rebut the presumption described in Paragraph "6.1" above, Grantor shall notify Grantee in writing within three (3) days after receipt of the demand from NYSDEC. Said notice shall include a copy of the NYSDEC demand, if the demand was written, and shall also include all evidence that leads Grantor to conclude that Grantee has an obligation to indemnify pursuant to this Article 6. Grantor acknowledges that because of the many unregulated sources of groundwater and lack of a current baseline study regarding the condition of the Recharge Basins, that any delay in notice may prejudice Grantee in its ability to protect its interests. Therefore, Grantee's obligation to indemnify Grantor shall be limited to those claims by NYSDEC for which Grantor provides timely notice to Grantee. This Indemnity shall be solely for the benefit of Grantor and Grantor shall not attempt to assign or transfer its rights pursuant to this Baseline Agreement to any other party, and any attempt to assign any interest in this Indemnity by Grantor shall automatically terminate the Indemnity in its entirety.

6.3 Termination of the Indemnity. The Indemnity shall terminate upon the occurrence of any of the following: (1) permanent cessation of the use of the Recharge Basins for discharge from the operation of the OU3 Groundwater Project as determined and noticed solely by Grantee; (2) implementation of an alternative discharge system for the OU3 Groundwater Project wherein the use of the Recharge Basins as set forth herein is no longer needed or required; (3) condemnation or other acquisition by any governmental unit of Grantee's Premises or any portion thereof, provided that such condemnation relieves Grantee of its obligation to continue operation of the OU3 Groundwater Project; and (4) transfer of any interest in and to the Recharge Basins or the land underlying same by Grantor to any other party. In addition, Grantee may terminate this Indemnity if it procures a policy of insurance on terms, conditions and limits reasonably acceptable by Grantor issued by an insurance company duly licensed in New York State, in which case such insurance policy shall stand in place of the Indemnity. In the case of any termination, Grantee shall confirm such termination by sending Grantor written notice thereof, and if so requested, Grantor shall confirm same, but Grantor's failure to confirm shall not delay the termination of the Indemnity.

6.4 Limitations on Indemnity. The Indemnity shall only apply to NYSDEC-mandated remediation of the Recharge Basins attributable to contaminants emanating from the OU3 Groundwater Project and discharged into and present in the Recharge Basins at levels that exceed applicable NYSDEC cleanup levels. Under no circumstances shall the Indemnity cover anything else, including, without limitation: (1) claims that are based on a demand for anything other than NYSDEC-mandated remediation of the Recharge Basins attributable to contaminants emanating from the OU3 Groundwater Project and discharged into and present in the Recharge Basins at levels that exceed applicable NYSDEC cleanup levels; (2) claims by Persons other than NYSDEC; (3)

claims arising out of contamination of the Recharge Basins by any Person other than Grantee; (4) claims arising out of contamination of the Recharge Basins that occurred prior to Grantee's operation of the OU3 Groundwater Project; and (5) claims arising out of contamination of the Recharge Basins from any source other than contaminants emanating from the OU3 Groundwater Project.

6.5 Force Majeure. If due to unforeseen circumstances that are beyond Grantor's control, the Recharge Basins are temporarily unable to accept discharge of the Treated Groundwater, Grantor may notify Grantee and Grantee will temporarily cease the discharge of the Treated Groundwater. Grantor shall use its best efforts to assure that the cessation of discharge is as short as necessary, after which time Grantee may continue to discharge the Treated Groundwater into the Recharge Basins.

Article 7: CONSIDERATION

7.1 Consideration. Grantee agrees, to pay, and Grantor agrees to accept, for the benefits conferred on Grantee by this Easement Agreement, the sum of twenty thousand (\$20,000.00) dollars, payable within ninety (90) days after Grantor gives Grantee written notice that Grantor has completed construction of a security fence around the Discharge Basin as depicted in Exhibit "D."

7.2 Payment. Payment shall be made payable to the Treasurer of Nassau County and delivered to the Nassau County Attorney, One West Street, Mineola, New York 11501.

Article 8: TERMINATION

8.1 Termination. This Easement Agreement shall terminate upon permanent cessation of the use of the Recharge Basins for discharge from the operation of the OU3 Groundwater Project as determined and noticed solely by Grantee.

Article 9: GENERAL PROVISIONS

9.1 Notices. All notices required to be given or given under this Easement Agreement may be given by the attorney for either party with the same force and effect as if given by a party hereto, and all such notices shall be sent by nationally recognized overnight courier service with receipt, such as Federal Express, as follows: if to Grantor: County of Nassau, 1550 Franklin Avenue, Mineola, New York 11501, Attn: Director of Real Estate, with a copy to the same address, Attn: County Attorney's Office; and if to Grantee, to Northrop Grumman Systems Corporation: Northrop Grumman Systems Corporation, 1840 Century Park East, Los Angeles, California 90067-2199, Attn: Corporate Real Estate-Legal Notices, with a copy in like manner to: (i) Northrop Grumman Systems Corporation, 925 South Oyster Bay Road, Bethpage, New York 11714, Attn: Sector Real Estate, Mail Stop W17-35; (ii) Northrop Grumman Systems Corporation,

600 Grumman Road West, Bethpage, New York 11714, Attn: Law Department, Mail Stop Z05-025; and (iii) Northrop Grumman Systems Corporation, 925 South Oyster Bay Road, Bethpage, New York 11714, Attn: BM&ES Bethpage Facilities Manager, Mail Stop W16-035. All notices shall be deemed given upon the date same are received or refused by the addressee, whichever is earlier. Either party may change the address to which notices are to be given by a notice pursuant to this Section. In the event of a transfer of the Property by Grantee, Grantee shall notify Grantor of the name and address of the transferee within ten (10) days of such transfer.

9.2 Run with the Land. Subject to paragraph "8.1," Grantor grants and Grantee accepts the grants in this Easement Agreement subject to the covenants and agreements herein set forth which shall, without exception, run with the land and be construed as covenants running with the land that bind all future owners and occupants of the Grantor's Premises and the Grantee's Premises.

9.3 No Waiver. Notwithstanding anything to the contrary contained herein, any failure of Grantor or Grantee to exercise its right to perform or to institute suit for the specific performance of any covenant contained in this Easement Agreement or to recover damages resulting from the non-performance of any such covenant or take action as permitted hereunder on any given occasion shall in no way constitute a waiver with regard to such occasion or any other or future occasion.

9.4 Modification Only in Writing. This Easement Agreement may not be modified or terminated nor may any of its provisions be waived orally, but only by an instrument in writing and in recordable form.

9.5 Attorneys' Fees. In any legal or equitable proceedings for enforcement, or to restrain the violation of these restrictions or any provision hereof, the losing party shall pay to the prevailing party the prevailing party's reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

9.6 Severability. If any provision of this Easement Agreement, or the application thereof to any person or circumstances, is found to be invalid, the remainder of the provisions of this Easement Agreement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

9.7 Further Acts. Grantor and Grantee agree to perform any further acts and execute and deliver any further documents as may be reasonably necessary to carry out the purposes of this Easement Agreement. Grantor and Grantee recognize that this document may need to be re-executed to comply with recordation rules and transfer tax regulations.

9.8 Successors. The covenants, terms, conditions, and restrictions of this Easement Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns and shall, subject to paragraph "8.1," above, continue as a servitude running in perpetuity. Without limitation of the generality of the foregoing, each successor owner of any or all of the Grantor's Premises and Grantee's Premises, as the case may be, shall acquire its respective interest therein subject to and shall be bound by the covenants and other agreements, obligations and liabilities set forth in this Easement Agreement.

9.9 Assignment. Should Grantee assign its obligations to perform the OU3 Groundwater Project, such assignment shall be subject to the terms, conditions and restrictions of this Easement Agreement. Any such assignment may be recorded in the official records of the County of Nassau by either the assignor or assignee.

9.10 Recitals. All Recital clauses set forth above are hereby incorporated into the body of this Easement Agreement as if fully set forth herein.

9.11 Captions. The captions herein are for convenience or reference only, and do not determine or limit the meaning of this Easement Agreement.

[Signatures follow on next page]


IN WITNESS WHEREOF, the party below has set its hand and seal on the day and year first above written.

COUNTY OF NASSAU

By: _____

Name:

Its: **Chief Deputy County Executive**


NORTHROP GRUMMAN SYSTEMS CORPORATION

By: _____

Name: **A.J. Paz**

Its: **Director of Corporate Real Estate**

ACKNOWLEDGMENT

State of California

County of Los Angeles

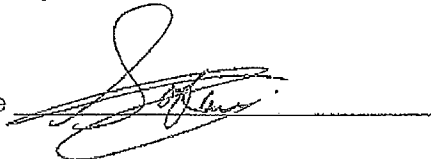
On MAY 6, 2009 before me, MAJID SAFAIE
(Insert name and title of the officer)

personally appeared A. J. PAZ
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

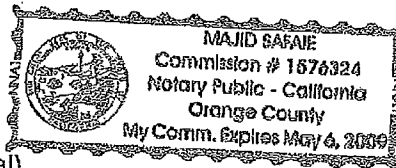
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



STATE OF NEW YORK)

COUNTY OF NASSAU)

On the _____ day of May in the year 2009 before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature and Office of individual

Taking acknowledgment

STATE OF CALIFORNIA.)

COUNTY OF LOS ANGELES)

On the ____ day of May in the year 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared AJ PAZ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her/their capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of Los Angeles, State of California.

Signature and Office of individual

Taking acknowledgment

EXHIBITS "A-1"

Section 46, Block G, Lot 8

All that certain piece or parcel of land, containing 94.8647 acres, more or less, together with all the improvements thereon, situated, lying and being at Bethpage, Town of Oyster Bay, County of Nassau, State of New York, and being more particularly described as follows:

BEGINNING at a point at the corner of the intersection of the easterly side of South Oyster Bay Road and the southerly side of the Cherry Avenue Extension (a/k/a Aerospace Boulevard); thence, leaving said point and running along the following eight (8) courses and distances: along the southerly side of the Cherry Avenue Extension (a/k/a Aerospace Boulevard), S80°52'46"E, 2,762.67 feet to a point; thence S03°50'49"W, 786.60 feet to a point; thence, N79°20'19"W, 483.33 feet to the centerline of 11th Street, thence, N80°27'06"W, 20.10 feet to a point; thence, along the westerly side of 11th Street, S03°50'19"W, 1,267.13 feet to the northerly side of Thomas Avenue; thence, along the northerly side of Thomas Avenue N86°09'41"W, 1,077.83 feet to the northeasterly side of lands of the Long Island Railroad; thence, along the northeasterly side of said lands N49°41'36"W, 1,112.77 feet to the easterly side of South Oyster Bay Road; thence, along the easterly side of South Oyster Bay Road N06°07'46"W, 1,248.80 feet to a point; thence, leaving said point and continuing along the easterly side of South Oyster Bay Road N06°00'46"W, 362.63 feet to the southerly side of the Cherry Avenue Extension (a/k/a Aerospace Boulevard) to the POINT OF BEGINNING, containing 94.8647 acres, and being as shown on the drawing entitled, "SURVEY OF PROPERTY SHOWING PARCELS TO BE CONVEYED TO THE COUNTY OF NASSAU AT BETHPAGE, NASSAU COUNTY, NEW YORK, PREPARED FOR COUNTY OF NASSAU, DEPARTMENT OF COMMERCE & INDUSTRY," by Albert A. Bianco, Professional Land Surveyor - City Surveyor, surveyed December 12, 2000, last amended February 28, 2002, and attached hereto and made a part hereof as Exhibit "C." EXCEPTING THEREFROM THE ADJACENT GOVERNMENT-OWNED PARCEL OF LAND, CONTAINING 8.7061 ACRES, MORE OR LESS, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "B-2" LEGAL DESCRIPTION, AND THE PRIVATELY-OWNED CEMETERY PLOT CONTAINING 0.25 OF AN ACRE, MORE OR LESS, DESIGNATED AS SECTION 46, BUILDING G, LOT 5 ON THE NASSAU COUNTY LAND AND TAX MAP, AND BEING AS SHOWN ON SAID EXHIBIT "C" ATTACHED HERETO.

LEGAL DESCRIPTION
PORTION OF BED OF 11TH STREET

All that certain piece or parcel of land containing 0.5713 of an acre, more or less, together with all the improvements thereon, situated, lying and being at Bethpage, Town of Oyster Bay, County of Nassau, State of New York, and being more particularly described as follows:

BEGINNING at the corner of the intersection of the northerly side of lands of the Long Island Railroad and the easterly side of South Oyster Bay Road; thence, leaving said point and running S49°41'36"E, 1,112.77 feet to a point; thence S86°09'41"E, 1,077.83 feet to the TRUE POINT OF BEGINNING; thence, leaving said point and running along the following four (4) courses and distances: N03°50'19"E, 1,267.13 feet to a point; S80°27'06"E, 20.10 feet to a point; S03°50'19"W, 1,265.13 feet to a point; thence, N86°09'41"W, 20.00 feet to the POINT OF BEGINNING, containing 0.5713 of an acre, more or less, and being as shown on the drawing entitled, "SURVEY OF PROPERTY SHOWING PARCELS TO BE CONVEYED TO THE COUNTY OF NASSAU AT BETHPAGE, NASSAU COUNTY, NEW YORK PREPARED FOR COUNTY OF NASSAU, DEPARTMENT OF COMMERCE & INDUSTRY," by Albert A. Bianco, Professional Land Surveyor -- City Surveyor, surveyed December 12, 2000, last amended February 28, 2002, and attached hereto and made a part hereof as Exhibit "C."

LEGAL DESCRIPTION
PORTIN OF BED OF THOMAS AVENUE

All that certain piece or parcel of land, containing 0.6204 of an acre, more or less, together with all the improvements thereon, situated, lying and being at Bethpage, Town of Oyster Bay, County of Nassau, State of New York, and being more particularly described as follows:

BEGINNING at a point on the northerly side of lands of the Long Island Railroad distant 1,112.77 feet easterly from the corner of said northerly side of lands of the Long Island Railroad and the easterly side of South Oyster Bay Road; thence, leaving said point and running along the following four (4) courses and distances: S86°09'41"E, 1,097.83 feet to a point; thence S03°50'19"W, 25.00 feet to a point; thence, N86°09'41"W, 1,064.01 feet to a point; thence, N49°41'36"W, 42.06 feet to the POINT OF BEGINNING, containing 0.6204 of an acre, more or less, and being as shown on said Exhibit "C" attached hereto.

EXHIBIT "A-2"

LEGAL DESCRIPTION
ADJACENT GOVERNMENT PROPERTY

All that certain piece or parcel of land, containing 8.7061 acres, more or less, together with all the improvements thereon, situated, lying and being at Bethpage, Town of Oyster Bay, County of Nassau, State of New York, and being more particularly described as follows:

BEGINNING at the corner of the intersection along the easterly side of South Oyster Bay Road and the northeasterly line of lands of the Long Island Railroad; thence, leaving said point and running S49°41'36"E, 1,112.77 feet to the northerly side of Thomas Avenue; thence, S86°09'41"E, 1,077.83 feet easterly along the northerly side of Thomas Avenue to the westerly side of 11th Street; thence, N03°50'19"E, 612.50 feet along the westerly side of 11th Street to the TRUE POINT OF BEGINNING, thence, leaving said point and running along the following twenty (20) courses and distances: N86°06'24"W, 1,220.38 feet; thence, S04°41'41"W, 45.34 feet; thence, N83°01'48"W, 261.89 feet; thence, N04°41'41"E, 190.01 feet; thence, S80°57'05"E, 262.44 feet; thence, S04°41'41"W, 33.01 feet; thence, S80°50'55"E, 310.02 feet; thence, N09°15'02"E, 39.96 feet; thence, S80°49'36"E, 247.51 feet; thence, S09°15'02"W, 27.90 feet; thence, S80°49'27"E, 165.19 feet; thence, N09°15'02"E, 25.90 feet; thence, S80°49'02"E, 130.35 feet; thence, N09°05'13"E, 286.40 feet; thence, N80°50'46"W, 106.58 feet; thence, N09°10'36"E, 319.81 feet; thence, S78°24'06"E, 96.84 feet; thence, N78°32'49"E, 123.21 feet; thence, S80°27'06"E, 200.16 feet to a point on the westerly side of the 11th Street; thence, S03°50'19"W, 675.03 feet along the westerly side of 11th Street to the POINT OF BEGINNING, containing 8.7061 acres, more or less, and being as shown on the drawing entitled "SURVEY OF PROPERTY SHOWING PARCELS TO BE CONVEYED TO THE COUNTY OF NASSAU AT BETHPAGE NASSAU COUNTY, NEW YORK, PREPARED FOR COUNTY OF NASSAU, DEPARTMENT OF COMMERCE & INDUSTRY" by Albert A. Bianco, Professional Land Surveyor – City Surveyor, surveyed December 12, 2000, last amended February 28, 2002, and attached hereto and made a part hereof as Exhibit "C."

EXHIBIT "B"

LEGAL DESCRIPTION OF GRANTEE'S PREMISES

All those certain plots, pieces or parcels of land, together with all improvements thereon situate, lying and being in Bethpage, Town of Oyster Bay, County of Nassau, State of New York, and being identified and described as the following tax lots on the Land and Tax Map of the County of Nassau:

Section:	46
Block:	G
Lots:	92

EXHIBIT "C"

SURVEY

Ref. No. N46-G-NAVY

SECTION: 46

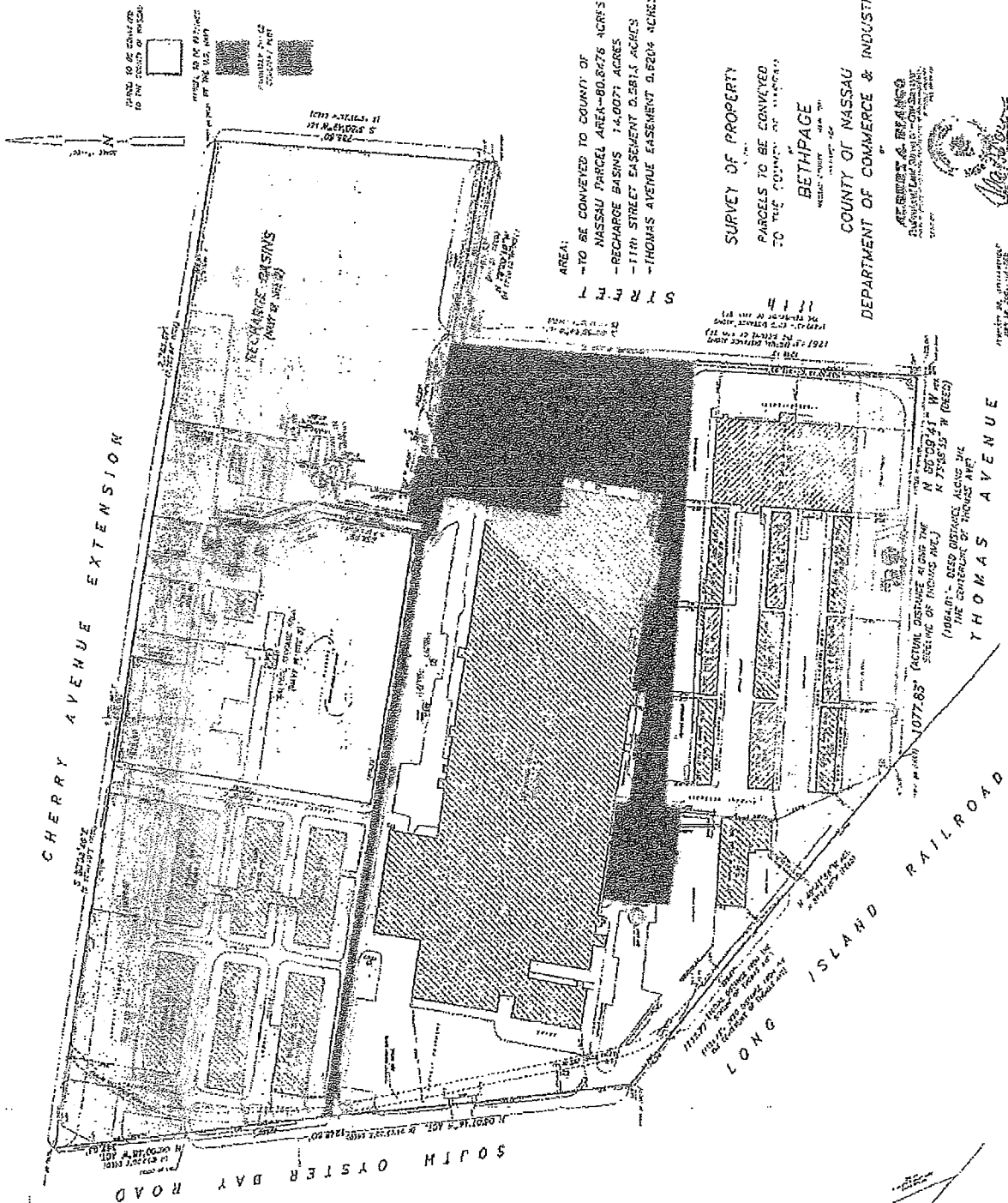
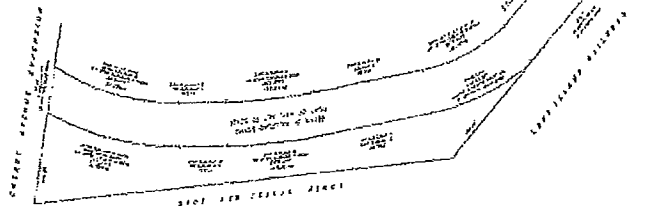
BLOCK: C

LOTS: 5, 8

CHERRY AVENUE EXTENSION

SOUTH OYSTER DAY ROAD

DETAIL OF RAILROAD EASMENT



AREA:
-TO BE CONVEYED TO COUNTY OF NASSAU PARCEL AREA-80.8476 ACRES
-RECHARGE BASINS 14.0071 ACRES
-11TH STREET EASEMENT 0.5811 ACRES
-THOMAS AVENUE EASEMENT 0.5204 ACRES

SURVEY OF PROPERTY
PARCELS TO BE CONVEYED
TO THE COUNTY OF NASSAU

BETHPAGE

COUNTY OF NASSAU
DEPARTMENT OF COMMERCE & INDUSTRY

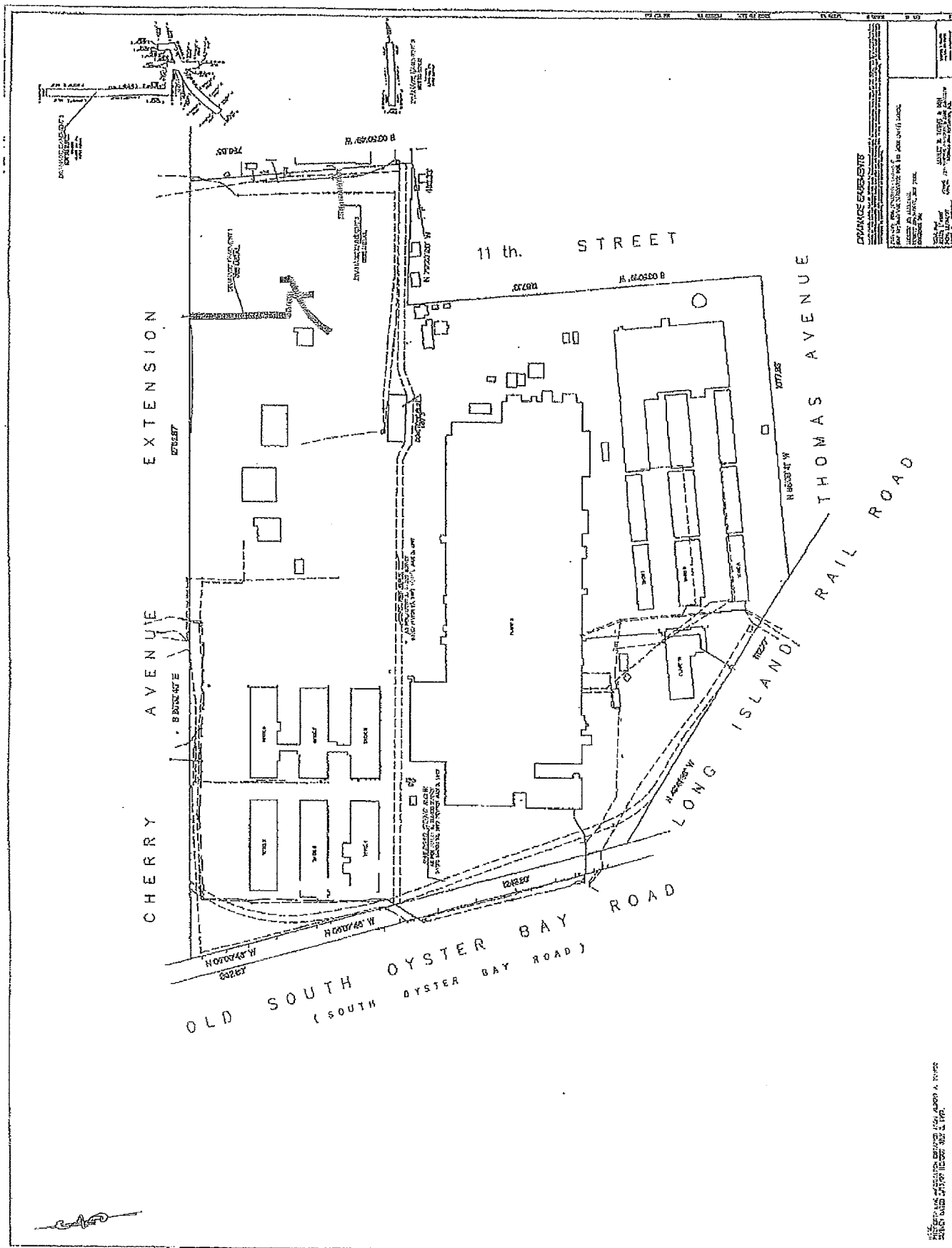
ARTHUR A. BEAVERS
REGISTERED SURVEYOR
OFFICE: 100 N. 1ST ST., 1ST FL.,
BETHPAGE, N.Y. 11702



1077.63' (ACTUAL DISTANCE ALONG THE
SOUTH SIDE OF THOMAS AVE.)
1084.01' (DEED DISTANCE ALONG THE
SOUTH SIDE OF THOMAS AVE.)
N 85° 00' 41" W 41' 11" 1/2
N 75° 55' 55" W (DEED)

EXHIBIT "D"

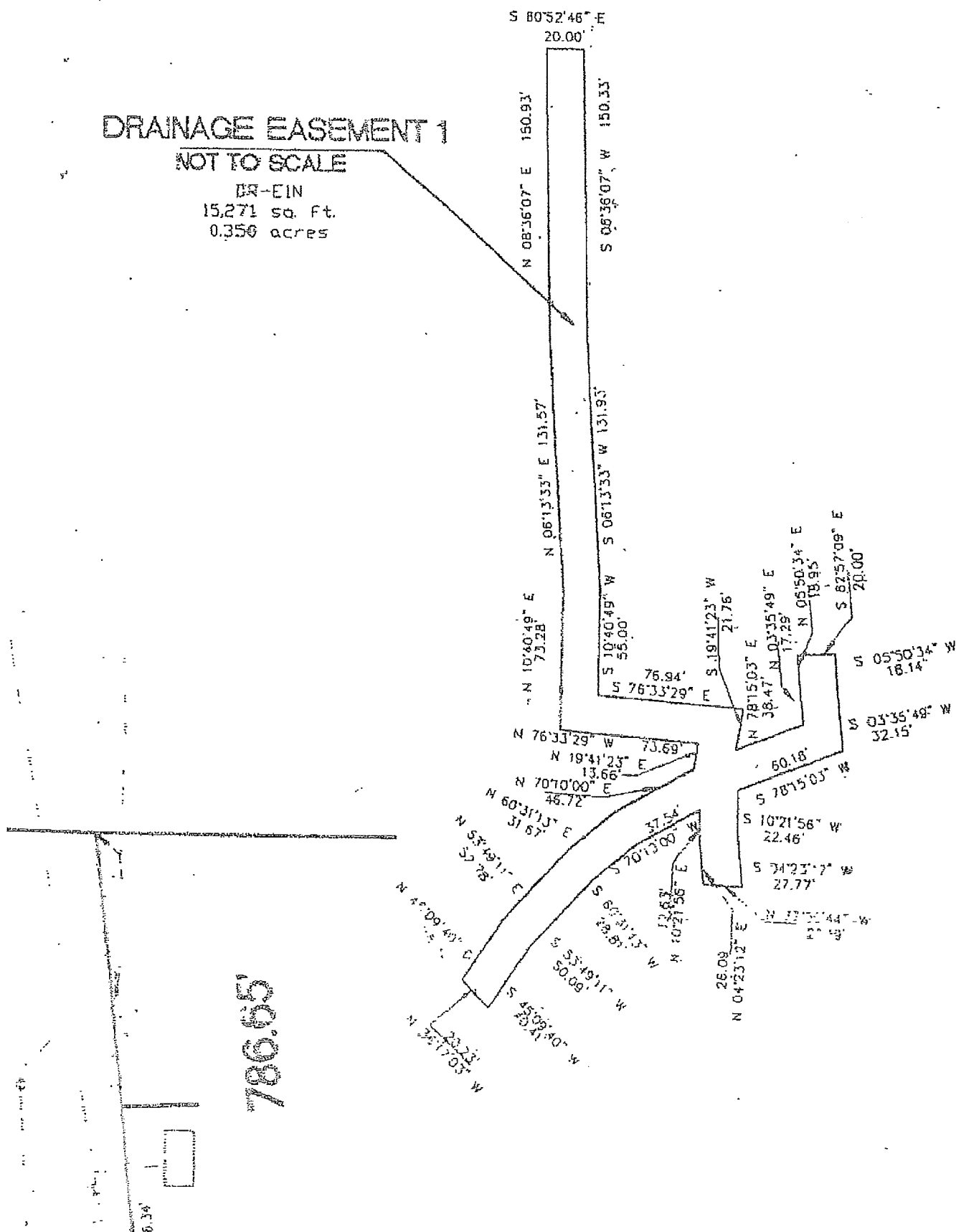
DRAWING SHOWING WATER LINES AND RECHARGE
BASIS WITH LEGAL DESCRIPTIONS

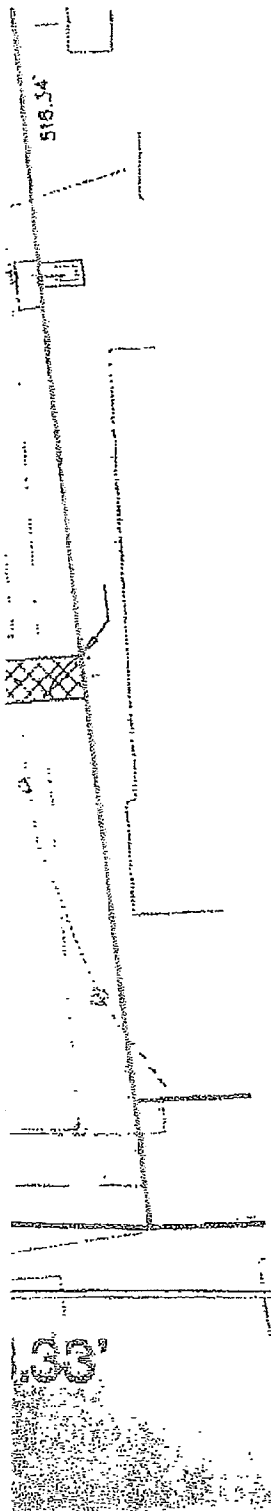


DRAINAGE EASEMENT 1

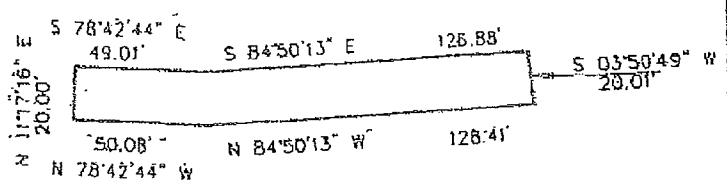
NOT TO SCALE

DR-EIN
15,271 sq. Ft.
0.350 acres





S 03°50'49" W

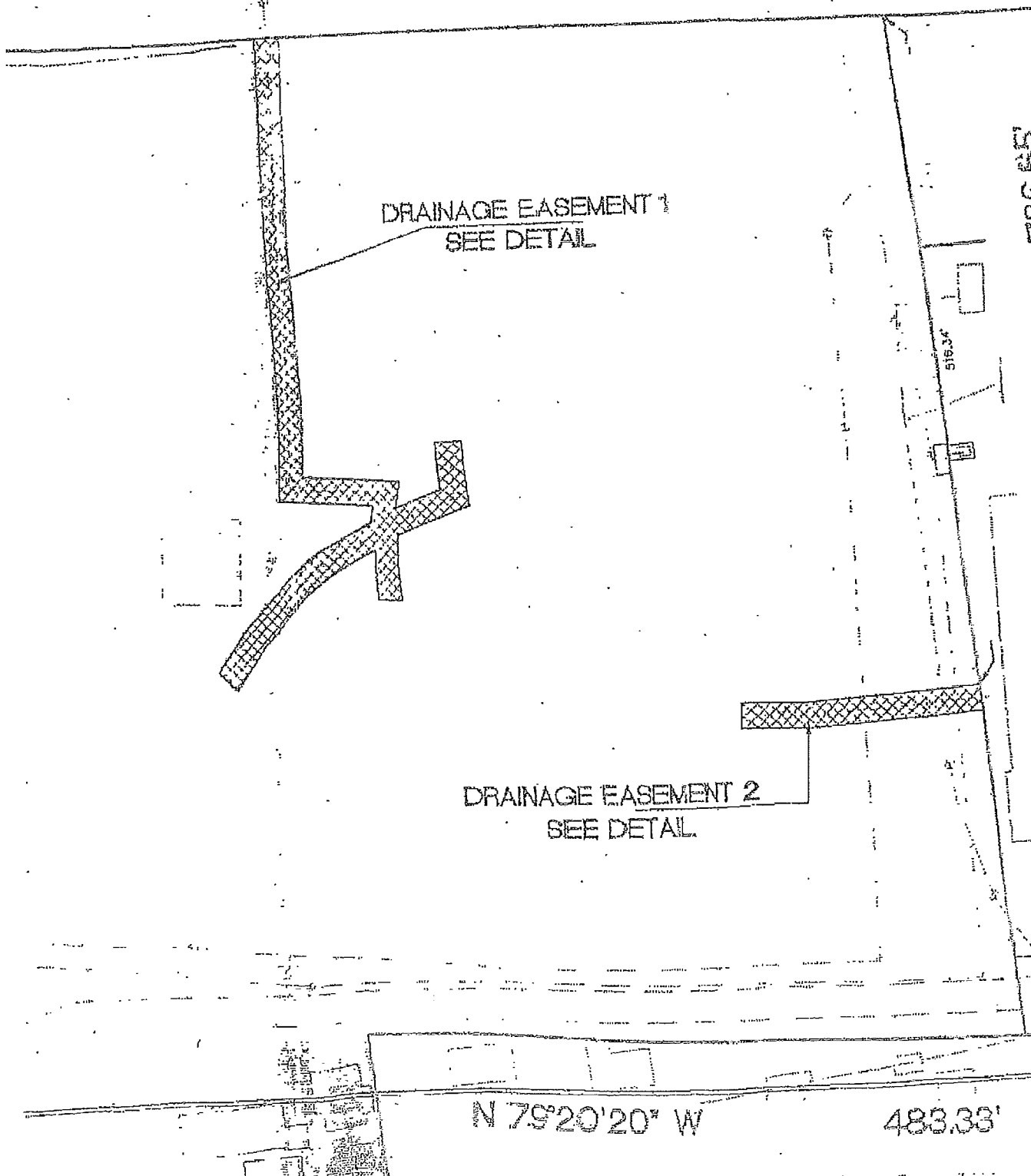


DRAINAGE EASEMENT 2
NOT TO SCALE

DR-E2N
3,544 sq. ft.
0.081 acres

DA1

S I O N



276267

BOULEVARD

BECHAMEL BASIN
DRAINAGE EASEMENT

CEMENTERY LOT 5

N 78°10'08" E
S 101°1'08" W

N 78°41'24" E

S 00°18'30" W

S 03°50'49" W

N 79°20'20" W

483.83'

765.07'

786.65'

131.13'

11 44

PARCEL 1 -- DRAINAGE EASEMENT NO. 1:

All that certain piece or parcel of land, containing approximately 15,271 square feet or 0.350 of an acre of land, more or less, and situated at Bethpage, Town of Oyster Bay, County of Nassau and State of New York, said parcel being more particularly described as follows:

BEGINNING at a point on the northerly line of Tax Lot 8, said point being distant 1,611.43 feet northerly along the easterly line of Old South Oyster Bay Road; thence, S80°52'46"E, 2,272.82 feet along said northerly line of Tax Lot 8 from the intersection of the easterly line of Old South Oyster Bay Road with the northerly line of the Long Island Railroad Right-of-Way to the POINT OF BEGINNING; thence, leaving said point and running along the following thirty-two (32) courses and distances: S80°52'46"E, 20.00 feet; thence, S08°36'07"W, 150.33 feet; thence, S06°13'33"W, 131.93 feet; thence, S10°40'49"W, 55.00 feet; thence, S76°33'29"E, 76.94 feet; thence, S19°41'23"W, 21.76 feet; thence, N78°15'03"E, 38.47 feet; thence, N03°35'49"E, 17.29 feet; thence, N05°50'34"E, 18.95 feet; thence, S82°57'09"E, 20.00 feet; thence, S05°50'34"W, 18.14 feet; thence, 03°35'49"W, 32.15 feet; thence, S78°15'03"W, 60.18 feet; thence, S10°21'56"W, 22.46 feet; thence, S04°23'12"W, 27.77 feet; thence, N77°50'44"W, 20.19 feet; thence, N04°23'12"E, 26.09 feet; thence, N10°21'56"E, 12.63 feet; thence, S70°10'00"W, 37.54 feet; thence, S60°31'13"W, 28.81 feet; thence, S53°49'11"W, 50.09 feet; thence, S45°09'40"W, 40.41 feet; thence, N36°17'03"W, 20.23 feet; thence, N45°09'40"E, 38.92 feet; thence, N53°49'11"E, 52.78 feet; thence, N60°31'13"E, 31.67 feet; thence, N70°10'00"E, 46.72 feet; thence, N19°41'23"E, 13.66 feet; thence, N76°33'29"W, 73.69 feet; thence, N10°40'49"E, 73.28 feet; thence, N06°13'33"E, 131.57 feet; thence, N08°36'07"E, 150.93 feet to the POINT OF BEGINNING, containing approximately 15,271 square feet or 0.350 of an acre, more or less, and being as shown as the cross-hatched area on the drawing attached hereto and made a part hereof as Exhibit "D."

PARCEL 2 – DRAINAGE EASEMENT NO. 2:

All that certain piece or parcel of land, containing approximately 3,544 square feet or 0.08 of an acre, more or less, and situated at Bethpage, Town of Oyster Bay, County of Nassau and State of New York, said parcel being more particularly described as follows:

BEGINNING at a point on the easterly line of Tax Lot 8, said point being distant northerly 1,611.43 feet along the easterly line of Old South Oyster Bay Road; thence, S80°52'46"E, 2,762.67 feet, thence, S03°50'49"W, 516.34 feet along said easterly line of Tax Lot 8 from the intersection of the easterly line of Old South Oyster Bay Road with the northerly line of the Long Island Railroad Right-of-Way to the POINT OF BEGINNING; thence, leaving said point and running along the following six (6) courses and distances: S03°50'49"W, 20.01 feet; thence, N84°50'13"W, 128.41 feet; thence, N78°42'44"W, 50.08 feet; thence, N11°17'16"E, 20.00 feet; thence, S78°42'44"E, 49.01 feet; thence, S84°50'13"E, 126.88 feet to the POINT OF BEGINNING, containing approximately 3,544 square feet or 0.08 of an acre, more or less, and being as shown as the cross-hatched area on the drawing attached hereto and made a part hereof as Exhibit "D."

PARCEL 3 – DRAINAGE EASEMENT NO. 3:

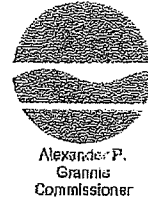
All that certain piece or parcel of land, containing approximately 400,590 square feet or 9.196 acres of land, more or less, and situated at Bethpage, Town of Oyster Bay, County of Nassau and State of New York, said parcel being more particularly described as follows:

BEGINNING at a point on the northerly line of Tax Lot 8, said point being distant northerly 1,611.43 feet along the easterly line of Old South Oyster Bay Road; thence, S80°52'46"E, 2,279.28 feet along said northerly line of Tax Lot 8 from the intersection of the easterly line of Old South Oyster Bay Road with the northerly line of the Long Island Railroad Right-of-Way to the POINT OF BEGINNING; thence, leaving said point and running along the following eleven (11) courses and distances: S80°52'46"E, 20.00 feet; thence, S08°32'25"W, 48.65 feet; thence, S81°51'19"E, 411.80 feet; thence, S06°48'39"W, 703.97 feet; thence, N79°43'24"W, 730.67 feet; thence, N10°41'42"E, 29.52 feet; thence, N78°24'06"W, 61.01 feet; thence, N09°16'49"E, 230.08 feet; thence, N88°12'28"E, 86.45 feet; thence, S81°27'35"E, 249.09 feet; thence, N08°32'25"E, 449.19 feet to the POINT OF BEGINNING, containing 400,590 square feet or 9.196 acres of land, more or less, and being as shown as the cross-hatched area on the drawing attached hereto and made a part hereof as Exhibit "D."

EXHIBIT "E"

SEPTEMBER 9, 2008 LETTER FROM
SCHARF TO LIBERT

New York State Department of Environmental Conservation
Division of Environmental Remediation
Remedial Bureau A, 11th Floor
625 Broadway, Albany, New York 12233-7015
Phone: (518) 402-9620 FAX: (518) 402-9022



September 9, 2008

Jack Libert, Commissioner
Planning and Development
Town of Oyster Bay
74 Audrey Avenue, 2nd Floor
Oyster Bay, NY 11771

RE: former Grumman Settling Ponds (a.k.a.
Bethpage Community Party Park) NYSDEC
Site No. 1-30-003A-OU3.

Dear Mr. Libert:

This letter follows discussion between your office and ARCADIS on behalf of Northrop Grumman regarding the former Grumman Settling Ponds (a.k.a. Bethpage Community Park). New York State Department of Environmental Conservation (NYSDEC) and/or Town of Oyster Bay (Town) permits for the Northrop Grumman groundwater remediation system Interim Remedial Measure (IRM) are not required. This determination has been made pursuant to Article 27 of Environmental Conservation Law (ECL) Title 6 New York Codes Rules Part 375-1.12. When the potential responsible party (Northrop Grumman) develops and implements a remedial program set forth in ECL, conducted under an order on consent and reviewed and approved by the NYSDEC, the potential responsible party will be exempt from permits, but rather, must meet substantive requirements.

This IRM project must also proceed under an expedited schedule and accordingly, Northrop Grumman has been exempted from the need to obtain State and local permits. The current well installation program is associated with the groundwater IRM system and is being implemented pursuant to NYSDEC review and approval on property that is contiguous to the site (1-30-003A-OU3). This installation work is also being done pursuant to standard protocol already accepted to the Town as per numerous other wells installed as part of this ongoing project.

Please note that the groundwater IRM design documents have been prepared by an Engineer licensed to practice in the State of New York. It is the responsibility of that engineer to ensure that the groundwater pump and treat system design meets the substantive requirements of all the codes, rules and regulations. The NYSDEC will direct Northrop Grumman to address any questions the Town may have, as necessary.

If you have any questions regarding any aspect of this project, please feel free to contact me at (518)402-9620.

Sincerely,

Steven M. Scharf

Steven M. Scharf, P.E.
Project Engineer
Remedial Bureau A
Division of Environmental Remediation

c: J. Swartwout/S. Scharf/File
cc: R. Rusinko, DEC (Via e-mail)
W. Parish, Region 1 (Via E-mail)
M. Russo, Town of Oyster Bay (Via E-mail)
J. Ellsworth, Town of Oyster Bay (Via E-mail)
K. Smith, Northrop Grumman (Via E-mail)
W. Wittek, ARCADIS (Via E-Mail)
D. Stern, ARCADIS (Via E-Mail)
TOB-permit-GW-IRM.wpd

EXHIBIT "F"

AUGUST 7, 2008 LETTER FROM
SCHARF TO GRANTEE'S CONSULTANT

New York State Department of Environmental Conservation
Division of Environmental Remediation
Remedial Bureau A, 11th Floor
625 Broadway, Albany, New York 12233-7015
Phone: (518) 402-9620 FAX: (518) 402-9022



August 7, 2008

William Wittek, P.E.
Chief Design Engineer
ARCADIS of New York Inc.
Two Huntington Quadrangle, Suite 1-S-10
Melville, NY 11747

RE: Former Grumman Settling Ponds,
NYSDEC Nassau County Site No. I-30-003A
OU3 (Bethpage Community Park).

Dear Mr. Wittek:

ARCADIS of New York Inc. (ARCADIS), representing the Northrop Grumman Corporation (Grumman), submitted the 95 percent design package for the Operable Unit 3 (OU 3) Groundwater Interim Remedial Measure (IRM), Former Grumman Settling Ponds, Bethpage New York. This submittal, consisting of the design report and plan view specifications, calls for a groundwater extraction and treatment system to address impacted groundwater contamination emanating from the Site. By means of this letter, the New York State Department of Environmental Conservation (NYSDEC) approves this 95 percent design package for implementation.

ARCADIS should submit, for the record, an exact copy of the 95 percent design package with all the draft labels removed and the "100 Percent Design" title added. A copy should then be filed with the document repository. Scheduling should begin immediately for the drilling team (s) and the treatment system. ARCADIS will also submit Operation, Maintenance and Monitoring (OMM) manual for review.

The planned point of discharge for treated groundwater are the recharge basins on the northeastern edge of the former Naval Weapons Industrial Reserve Plant (NWIRP) Site property. Currently, Grumman and Nassau County are in discussion for finalizing access. ARCADIS will submit, under separate cover, submit State Pollutant Discharge Elimination System (SPDES) equivalent information for review. The NYSDEC Air Guide One requirements are also applicable to the air emission point of discharge.

The project schedule, based on this NYSDEC approval letter, anticipates this system to be fully operational by Late October 2008. If you have any questions in the meantime, please feel free to contact me at (518) 402-9620.

Sincerely,

Steven M. Scharf

Steven M. Scharf, P.E.
Project Engineer
Remedial Bureau A
Division of Environmental Remediation

cc: J. Swartwout\S. Scharf\File (Via E-mail)
W. Parish, Region 1, (Via E-mail)
M. Wolfert, ARCADIS (Via E-mail)
D. Stern, ARCADIS (Via E-mail)
C. Sangiovanni, ARCADIS (Via E-mail)
K. Smith, Northrop Grumman (Via E-mail)
J. Cofman, Northrop Grumman (Via E-mail)
(GW OU 3 IRM 95 Percent Approval.wpd)

EXHIBIT "G"
SPEDS APPLICATION SUBMITTED TO NYSDEC

State Pollutant Discharge Elimination System (SPDES)
INDUSTRIAL APPLICATION FORM NY-2C
For New Permits and Permit Modifications to Discharge Industrial Wastewater and Storm Water
Section I - Permittee and Facility Information

Please type or print the requested information.

1. Current Permit Information (leave blank if for new discharge)

SPDES Number:	DEC Number:
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2. Permit Action Requested: (Check applicable box)

<input checked="" type="checkbox"/> A NEW proposed discharge	<input type="checkbox"/> An EBP'S INFORMATION REQUEST response	<input type="checkbox"/> A RENEWAL of an existing SPDES permit
<input type="checkbox"/> A MODIFICATION of the existing permit	<input type="checkbox"/> An EXISTING discharge currently without permit	

Does this request include an increase in the quantity of water discharged from your facility to the waters of the State?

<input type="checkbox"/> YES - Describe the increase:	
<input type="checkbox"/> NO - Go to Item 3. below.	

3. Permittee Name and Address

Name Northrop Grumman Systems Corp.		Attention John Cofman
Street Address Mail Stop W16-35, 925 South Oyster Bay Road		
City or Village Bethpage	State NY	ZIP Code 11714-3583

4. Facility Name, Address and Location

Name OU3 Ground Water Treatment System			
Street Address Cherry Road Extension/Aerospace Blvd.		P.O. Box	
City or Village Bethpage	State NY	ZIP Code 11714	
Town Oyster Bay	County Nassau		
Telephone	FAX	NYTM - E	NYTM - N
Tax Map Info (New York City, Nassau County and Suffolk County only)			
Section 46	Block G	Subblock	Lot 92

5. Facility Contact Person

Name John Cofman		Title Senior Environmental Engineer	
Street Address Mail Stop W16-35, 925 South Oyster Bay Road		P.O. Box	
City or Village Bethpage	State NY	ZIP Code 11714-3583	
Telephone 516-575-4680	FAX 516-575-6672	E-Mail or Internet John.cofman@ngc.com	

6. Discharge Monitoring Report (DMR) Mailing Address

Mailing Name John Cofman			
Street Address Mail Stop W16-35, 925 South Oyster Bay Road		P.O. Box	
City or Village Bethpage	State NY	ZIP Code 11714-3583	
Telephone 516-575-4680	FAX 516-575-6672	E-Mail or Internet John.cofman@ngc.com	
Name and Title of person responsible for signing DMRs John Cofman		Signature	

INDUSTRIAL APPLICATION FORM NY-2C
Section I - Permittee and Facility Information

Facility Name:	OU3 Ground Water Treatment System	SPDES Number:
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7. Summarize the outfalls present at the facility:

Outfall Number	Receiving Water	Type of discharge
001	Ground water via recharge basin	Effluent from ground water treatment system

8. Map of Facility and Discharge Locations:

Provide a detailed map showing the location of the facility, all buildings or structures present, wastewater discharge systems, outfall locations into receiving waters, nearby surface water bodies, water supply wells, and groundwater monitoring wells, and attach it to this application. Also submit proof, either by indication on the map or other documentation, that a right of way for the discharges exists from the facility property to a public right of way.

9. Water Flow Diagram:

Figure 3 (attached)

INDUSTRIAL APPLICATION FORM NY-2C
Section I - Permittee and Facility Information

Facility Name: OU3 Ground Water Treatment System	SPDES Number:
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10. Nature of business: (Describe the activities at the facility and the date(s) that operation(s) at the facility commenced)

Proposed facility is a ground water treatment system where an air stripper will be used to treat extracted ground water prior to discharge. Pilot testing and start-up are scheduled to occur in 2009.

11. List the 4-digit SIC codes which describe your facility in order of priority:

Priority 1	Description:	Priority 3	Description:
Priority 2	Description:	Priority 4	Description:

12. Is your facility a primary industry as listed in Table 1 of the instructions?

☐ YES - Complete the following table.

☒ NO - Go to Item 13, below.

Industrial Category	40 CFR		Industrial Category	40 CFR	
	Part	Subpart		Part	Subpart

13. Does this facility manufacture, handle, or discharge recombinant-DNA, pathogens, or other potentially infectious or dangerous organisms?

☐ YES - Attach a detailed explanation to this application.

☒ NO - Go to Item 14 below.

14. Is storm runoff or leachate from a material storage area discharged by your facility?

☐ YES - Complete the following table, and show the location of the stockpile(s) and discharge point(s) on the diagram in Item 8.

X NO-Go to Item 16 on the following page.

[illegible]

INDUSTRIAL APPLICATION FORM NY-2C **Section I - Permittee and Facility Information**

Facility Name: OU3 Ground Water Treatment System	SPDES Number:
---	---------------

15. Facility Ownership: (Place an "X" in the appropriate box)

Corporate ☒ Sole Proprietorship ☐ Partnership ☐ Municipal ☐ State ☐ Federal ☐ Other ☐

Are any of the discharges applied for in this application on Indian lands?

Yes ☐ No ☐

16. List information on any other environmental permits for this facility:

Issuing Agency	Permit Type	Permit Number	Permit Status		
			Active	Applied for	Inactive
NYSDEC	Air			X	

17. Laboratory Certification:

Were any of the analyses reported in Section III of this application performed by a contract laboratory or a consulting firm?

☐ YES - Complete the following table.

☒ NO - Go to Item 18 below.

Name of laboratory or consulting firm	Address	Telephone (area code and number)	Pollutants analyzed

18. Certification

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name and official title (type or print) John Gofman, Senior Environmental Engineer	Date signed
Signature	Telephone number 516-575-4680
	FAX number 516-575-6672

INDUSTRIAL APPLICATION FORM NY-2C
Section I - Permittee and Facility Information

Facility Name: OU3 Ground Water Treatment System	SPDES Number:
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State Pollutant Discharge Elimination System (SPDES)
INDUSTRIAL APPLICATION FORM NY-2C
For New Permits and Permit Modifications to Discharge Industrial Wastewater and Storm Water
Section II - Outfall Information

Please type or print the requested information.

Facility Name: 003 Ground Water Treatment System	SPDES Number:
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1. Outfall Number and Location

Outfall No.: 001	Latitude ° ' "	Longitude ° ' "	Receiving Water
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2. Type of Discharge and Discharge Rate (List all information applicable to this outfall)

	Volume/Flow	Units				Volume/Flow	Units		
		MGD	GPM	Other (specify)			MGD	GPM	Other (specify)
a. Process Wastewater					f. Noncontact Cooling Water				
b. Process Wastewater					g. Remediation System Discharge	250		X	
c. Process Wastewater					h. Boiler Blowdown				
d. Process Wastewater					i. Storm Water				
e. Contact Cooling Water					j. Sanitary Wastewater				
k. Other discharge (specify):									
l. Other discharge (specify):									

3. List process information for the Process Wastewater streams identified in 2.a-d above:

a. Name of the process contributing to the discharge			Process SIC code:
Describe the contributing process	Category	Quantity per day	Units of measure
	Subcategory		
b. Name of the process contributing to the discharge			Process SIC code:
Describe the contributing process	Category	Quantity per day	Units of measure
	Subcategory		
c. Name of the process contributing to the discharge			Process SIC code:
Describe the contributing process	Category	Quantity per day	Units of measure
	Subcategory		
d. Name of the process contributing to the discharge			Process SIC code:
Describe the contributing process	Category	Quantity per day	Units of measure
	Subcategory		

4. Expected or Proposed Discharge Flow Rates for this outfall:

a. Total Annual Discharge 132 MG	b. Daily Minimum Flow 0.0 MGD	c. Daily Average Flow 0.30 MGD	d. Daily Maximum Flow 0.36 MGD	e. Maximum Design flow rate 0.36 MGD
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INDUSTRIAL APPLICATION FORM NY-2C
Section II - Outfall Information

Facility Name: Q03 Ground Water Treatment System		Outfall No.: 001
		SPDES Number:

5. Is this a seasonal discharge?
☐ YES - Complete the following table.

☒ NO - Go to Item 6 below.

Operations contributing flow (list)	Discharge frequency		Flow				
	Batches per year	Duration per batch	Flow rate per day		Total volume per discharge	Units	Duration (Days)
			LTA	Daily Max			

6. Water Supply Source (Indicate all that apply)

	Name or owner of water supply source	Volume or flow rate	Units (check one)		
Municipal Supply			MGD	GPD	GPM
Private Surface Water Source			MGD	GPD	GPM
Private Supply Well 5	Northrop Grumman Systems Corp.	250	MGD	GPD	<input checked="" type="checkbox"/> GPM
Other (specify)			MGD	GPD	GPM

7. Outfall configuration: (Surface water discharges only)**A. Where is the discharge point located with respect to the receiving water?**In the streambank: ☐In the stream: ☐Within a lake or ponded water: ☐Within an estuary: ☐

Attach Supplement C, MIXING ZONE REQUIREMENTS FOR DISCHARGES TO ESTUARIES.

Discharge is equipped with diffuser: ☐

Attach description, including configuration and plan drawing of diffuser, if used.

B. If located in a stream, approximately what percentage of stream width from shore is the discharge point located?10% ☐25% ☐50% ☐Other: **C. If located in a stream, describe the stream geometry in the general vicinity of the discharge point, under low flow conditions:**

Stream width	Stream depth	Stream velocity
Feet	Feet	Feet/Sec.

Are the results of a mixing/diffusion study attached? ☐ YES☐ NO

Section II - Outfall Information

Facility Name: 003 Ground Water Treatment System	Outfall No.: 001
	SPDES Number:

8. Thermal Discharge Criteria

Is your facility one of the applicable types of facilities listed in the instructions, and does the temperature of this discharge exceed the receiving water temperature by greater than three (3) degrees Fahrenheit?

☐ YES - Complete the following table.

☐ Information on the intake and discharge configuration of this outfall is attached.

☒ NO - Go to Item 9, below.

Discharge Temperature, deg. F			Duration of maximum discharge temperature		Dates of maximum discharge temperature		Maximum flow rate	Discharge configuration (e.g. subsurface, surface, effluent diffuser, diffusion well, etc.)
Average change in temperature (delta T)	Maximum change in temperature (delta T)	Maximum temperature	hours per day	days per year	From	To	MGD	

9. Are any water treatment chemicals or additives that are used by your facility subsequently discharged through this outfall?

☐ YES - Complete the following table and complete pages 1 of 3 and 2 of 3 of Form WTC/FX for each water treatment chemical listed.

☒ NO - Go to Item 10, below.

Manufacturer	WTC trade name	Manufacturer	WTC trade name

10. Has any biological test for acute or chronic toxicity been performed on this outfall or on the receiving water in relation to this outfall in the past three (3) years?

☐ YES - Complete the following table.

☒ NO - Go to Item 11, on the following page.

Water tested	Purpose of test	Type of test	Chronic or Acute?	Subject species	Testing date(s)		Submitted? (Date)
					Start	Finish	

INDUSTRIAL APPLICATION FORM NY-2C
Section II - Outfall Information

Facility Name: 003 Ground Water Treatment System	Outfall No.: 001
	SPDES Number:

11. Is the discharge from this outfall treated to remove process wastes, water treatment additives, or other pollutants?

☒ YES - Complete the following table. Treatment codes are listed in Table 4.

☐ NO - Go to Item 12 below.

Treatment process	Treatment Code(s)	Treatment used for the removal of:	Design Flow Rate (include units)
Recovered ground water is treated by an air stripper	1-4	Chlorinated Solvent	250 gpm

12. Does this facility have either a compliance agreement with a regulating agency, or have planned changes in production, which will materially alter the quantity and/or quality of the discharge from this outfall?

☒ YES - Complete the following table.

☐ NO - Go to Section III on the following page.

Description of project	Subject to Condition or Agreement in existing permit or consent order? (List)	Change due to production increase?	Completion Date(s)	
			Required	Projected
Ground water remediation per NYSDEC Consent Order	Order on Consent index #W1-0018-04-01			

This completes Section II of the SPDES Industrial Application Form NY-2C. Section I, which requires general information regarding your facility, and Section III, which requires sampling information for each of the outfalls at your facility, must also be completed and submitted with this application.

INDUSTRIAL APPLICATION FORM NY-2C
Section III - Sampling Information

Facility Name: OUS3 Ground Water Treatment System	SPDES No.:	Outfall No.: 001
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3. Projected Effluent Quality - Priority Pollutants, Toxic Pollutants, and Hazardous Substances

Provide analytical results of at least one analysis for each pollutant that you know or have reason to believe is present in this discharge, as well as for any GC/MS fractions and metals required to be sampled from Section III Forms, item 2.a on the preceding page.

[illegible]

TREATED GROUNDWATER DISCHARGE EASEMENT AGREEMENT

FROM

COUNTY OF NASSAU

TO

NORTHROP GRUMMAN SYSTEMS CORPORATION

SECTION: 46
BLOCK: G
LOT: 8
COUNTY: NASSAU

SECTION: 46
BLOCK: G
LOT: 92
COUNTY: NASSAU

Record and return to:

FORCHELLI, CURTO, CROWE, DEEGAN,
SCHWARTZ, MNEO & COHN, LLP
330 Old Country Road
P.O. Box 31
Mineola, New York 11501

ATTN: BRIAN R. SAHN, ESQ.