

Liberty
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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION II

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In the Matter of :
LIBERTY INDUSTRIAL FINISHING SITE :
55 Motor Avenue Company, a New :
York partnership :
Beazer East, Inc. :
Coltec Industries, Inc. : ADMINISTRATIVE ORDER ON
Cubbies Properties, Inc. : CONSENT FOR REMOVAL ACTION
Department of Defense :
General Services Administration : INDEX NO. II CERCLA-94-0211
Liberty Industrial Finishing Corp. :
Jefry Rosmarin :
J. Jay Tanenbaum, :
Respondents, :
Proceeding under Section :
106(a) of the Comprehensive :
Environmental Response, :
Compensation, and Liability Act :
of 1980, as amended, 42 U.S.C. :
§ 9606(a). :
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I. JURISDICTION AND GENERAL PROVISIONS

1. This Administrative Order on Consent ("Order") is entered into voluntarily by the United States Environmental Protection Agency ("EPA") and the above-captioned Respondents (hereinafter, "Respondents") and Federal Respondents General Services Administration and Department of Defense (hereinafter "Federal Respondents"). This Order provides for the performance of a removal action by Respondents at the Liberty Industrial Finishing Site ("Site"), which is located in Farmingdale, Nassau County, New York.

2. This Order is issued pursuant to the authority vested in the President of the United States under Sections 106(a) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9606(a), which authority was delegated to the Administrator of EPA on January 23, 1987, pursuant to Executive Order 12580 (52 Fed. Reg. 2926), and duly redelegated to the Regional Administrators of EPA by Delegation 14-14-C.

3. EPA has notified the New York State Department of Environmental Conservation ("NYSDEC") of this Order pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

4. Respondents' and Federal Respondents' execution of and participation in this Order shall not constitute or be construed as an admission of liability or of EPA's Findings of Fact and Conclusions of Law or determinations contained in this Order except as to those parties named by EPA in a judicial proceeding to enforce the terms of this Order. Respondents agree to comply with and be bound by the terms of this Order. Respondents and Federal Respondents further agree that they will not contest the basis or validity of this Order or its terms in any action to enforce its provisions, and Respondents and Federal Respondents further agree not to contest the authority or jurisdiction of the Regional Administrator of EPA Region II to issue this Order.

5. On request of EPA and subject to any claims of applicable privileges(s), Respondents and Federal Respondents shall submit to EPA (1) any written offer to perform or pay for, or (2) all documentation relating to the performance of or payment for, the Work required by this Order by any respondent or non-respondent to this Order. Respondents and Federal Respondents shall reply in writing within a reasonable period of time to written offers to perform or pay for the Work required by this Order.

II. PARTIES BOUND

6. This Order applies to and is binding upon Respondents and Federal Respondents and their successors and assigns. Respondents agree to instruct their officers, directors,

employees and agents involved in the performance of the Work required by this Order to cooperate in carrying out Respondents' obligations under this Order. Respondents agree that their officers, directors, employees, and agents involved in the performance of the Work required by this Order shall take all necessary steps to accomplish the performance of said Work in accordance with this Order. The individuals who have signed this Order on behalf of Respondents and Federal Respondents certify that they are authorized to bind Respondents and Federal Respondents to this Order. Any change in the ownership or corporate status of Respondents, including, but not limited to, any transfer of assets or real or personal property, shall not alter the responsibilities that Respondents have under this Order.

7. Until the completion of the Work required by this Order, Respondents shall provide a copy of this Order to any prospective owners or successors before a controlling interest in Respondents' assets, property rights, or stock are transferred to a prospective owner or successor.

III. DEFINITIONS

8. Unless otherwise expressly provided herein, terms used in this Order which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or its implementing regulations. Whenever terms listed below are used in this Order or in any document incorporated into this Order, the following definitions shall apply:

a. "Day" means a calendar day unless otherwise expressly stated. "working day" means a day other than a Saturday, Sunday, or Federal holiday. In computing any period of time under this Order, where the last day would fall on a Saturday, Sunday, or Federal holiday, the period shall run until the close of business on the next working day.

b. "Party" or "Parties" means the United States Environmental Protection Agency and/or Respondents and/or Federal Respondents.

c. "Site" means the Liberty Industrial Finishing Site, which is located in the unincorporated Village of Farmingdale, Town of Oyster Bay, Nassau County, New York. The Site includes approximately 30 acres known as 55 Motor Avenue and is designated on the Nassau County tax map as Lots 326 and 327 of Block 518, Section 48.

d. "Work" means all cleanup and other activities required by and pursuant to this Order.

IV. EPA's FINDINGS OF FACT AND CONCLUSIONS OF LAW

9. The Site is surrounded by suburban residential areas that include several small commercial establishments. The Site is generally bordered on the north by railroad tracks, on the east by Main Street, and on the south by Motor Avenue, and on the west by a Town park (the Ellsworth-Allen Park). Two maps depicting the Site are attached hereto as Attachments I & II.

10. The Site is located approximately one mile south of the Bethpage State Park. The Massapequa Creek originates to the south within one-half mile of the Site. Massapequa Creek, which is part of the Massapequa Preserve, flows into South Oyster Bay, located approximately five (5) miles south of the Site. The Massapequa Creek and its associated stream channel are designated as a protected preserve and are used for recreational purposes.

11. The eastern half of the Site currently includes approximately ten (10) buildings, which are leased to a variety of tenants engaged in warehousing, product distribution, and plastics manufacturing. The foundations and other features of several demolished buildings used in past industrial operations are present in both the eastern and western portions of the Site.

12. The Site is surrounded by perimeter fencing. Access to the western half of the Site is generally restricted by a fence that runs from the railroad tracks to Motor Avenue (see Attachment II). However, EPA has had to make numerous repairs to Site fencing because of breaches caused by either trespassers or Site occupants. The eastern portion of the Site has two main entrances which are unsecured and tenants generally have unrestricted access to outdoor areas there.

13. Since EPA's involvement with the Site, numerous incidents involving trespassers have occurred in unoccupied portions of the Site including fires and apparent residential use of the Site by a homeless person, as well as vandalism involving an EPA groundwater monitoring well, EPA warning signs and perimeter fences. In addition, incidents in the tenanted areas have included breaking of locks on gates, excavation of Site soils, and dumping of debris (such as shredded automobile parts which contain polychlorinated biphenyls ("PCBs")).

14. Beginning in approximately 1940, industrial operations at the Site included aircraft parts manufacturing and associated metal finishing processes such as anodizing, plating, and painting. In the late 1950s, the Site was converted into an industrial park and was owned by several different real estate partnerships over the next 25 years, during which time aircraft parts manufacturing was discontinued and a variety of other operations were conducted by tenants at the Site. During the period since the Site has included an industrial park, operations

have included metal plating and finishing operations, fiberglass product manufacturing, furniture manufacturing, and warehousing.

15. Materials used in Site operations included volatile organic compounds ("VOCs") such as trichloroethene and benzene, inorganics such as cadmium, chromium, and cyanide, as well as other materials such as caustics, acids and alkalis. Throughout most of the period of industrial operation, wastes containing these materials were discharged untreated into below-grade sumps, underground leaching chambers, and unlined groundwater recharge basins or lagoons.

16. The Site is on the National Priorities List, 40 CFR Part 300, Appendix B, which list of hazardous substance facilities was promulgated by EPA pursuant to Section 105(a)(8)(B) of CERCLA, 42 U.S.C. § 9605(a)(8)(B).

17. The Site includes a "facility" within the meaning of Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

18. Respondent 55 Motor Avenue Company is a New York partnership. Respondent Beazer East, Inc. (hereinafter, "Beazer") is a corporation organized and existing under the laws of the state of Delaware. Respondent Coltec Industries, Inc. (hereinafter, "Coltec") is a corporation organized and existing under the laws of the state of Pennsylvania. Respondent Cubbies Properties, Inc. (hereinafter, "Cubbies") is a subchapter S corporation organized and existing under the laws of the state of New York. Federal Respondents Department of Defense (hereinafter "DOD") and General Services Administration (hereinafter "GSA") are departments within the executive branch of the United States Government. Respondent Liberty Industrial Finishing Corp. (hereinafter, "Liberty Finishing") is a corporation organized and existing under the laws of the state of New York. Respondents Jefry Rosmarin and J. Jay Tanenbaum are individuals.

19. Each Respondent is a "person" as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

20. Each Respondent is or was, at relevant periods, an "owner or operator" within the meaning of Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is thus a responsible party under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

21. Since approximately September 1990, EPA has been the lead agency for the Site and has been conducting a Remedial Investigation ("RI") to determine the nature and extent of contamination at the Site. In January 1994, EPA issued a final RI Report which describes, among other things, EPA's investigation of soils and underground storage tanks at the Site to date.

22. EPA has also conducted a Removal Site Evaluation ("RSE") to determine if any of the hazards posed by the Site are eligible for early action under the CERCLA removal program. As part of the RSE, on October 21, 1993, EPA's Technical Assistance Team Contractor, Roy F. Weston, Inc., sampled, among other things, surface soil at two transformer areas, and sampled the contents of one underground storage tank and several drums that had recently appeared in a small unsecured cinder block building west of Building F (hereinafter referred to as the "Acetone Building") (see Attachment II). Reference is hereafter made to other areas of the Site as they are denominated on Attachment II.

23. During the RI, EPA identified twelve underground storage tanks, three of which are currently in use. Eight of the nine tanks that are no longer used still contain material and five of these are located in the tenanted portion of the Site. A visual inspection of the tanks revealed the presence of corrosion and pitting on some of the tanks. The soils surrounding some of the tanks exhibited staining adjacent to or near the bottoms of the tanks and soil samples collected adjacent to or near the bottoms of some tanks showed the presence of VOCs including trichloroethene, toluene, 1,2-dichloroethene, pesticides such as endrin and inorganics such as chromium, cadmium and lead.

24. Also as part of the RI, samples were collected from the contents of each of the eight underground storage tanks and were analyzed for Toxicity Characteristic Leaching Procedure ("TCLP") parameters and other characteristics identifying wastes pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901-6992 ("RCRA"). The analysis revealed that VOCs, semi-volatiles, pesticides and inorganic compounds were detected among the eight samples. Benzene was detected in five of the eight samples. Four chlorinated VOCs (1,1 dichloroethene, 1,2-dichloroethane, trichloroethene, chlorobenzene) were detected in one sample. Methyl ethyl ketone ("MEK") was detected in three (3) samples. The pesticide beta-BHC was present in one sample and aldrin and endrin were detected in another. Barium and chromium were detected in two of the samples and lead was found in all of the samples.

25. Analytical data from an RI monitoring well immediately downgradient of the Site revealed the presence of substances including, but not limited to, benzene, trichloroethene, and 1,2-dichloroethane in groundwater. A portion of the groundwater that flows past the Site discharges as surface water in the Massapequa Creek.

26. As part of the RSE, a sample was taken from one of the eight tanks (UT-4 on Attachment II). Detected in the sample were 1,2-dichloroethane, benzene, ethylbenzene, toluene, total xylenes, and lead. The material in this tank was also reported as having the characteristic of ignitability under RCRA.

27. EPA's investigations have also examined transformer pads at the Site. During the RI, a soil sample (SB-23) was collected adjacent to a transformer pad (from which the transformers had been removed) located on the west side of Building F (PCB-2 on Attachment II), at a depth of six inches. Analysis of the sample revealed polychlorinated biphenyls ("PCBs") at a concentration of 180 parts per million ("ppm").

28. In the risk assessment which is included in the January 1994 RI Report, EPA evaluated the risks associated with the contaminants detected during the RI and concluded that PCB contamination in soils contributed significantly to the human health risk posed by the Site.

29. Analytical results from samples collected during the RSE also revealed PCBs in soils on the transformer pads at PCB-1 and PCB-2 at concentrations of 87 ppm and 18,000 ppm, respectively. Further, stressed vegetation was observed in the areas around the pads. In addition, the PCB-1 area contains approximately six (6) transformers, at least two of which are inactive according to the Site owners. Records pertaining to several of these transformers indicate that they were purchased in 1939. According to the Site owners, several of the transformers at this location have markings that state "Property of Defense Plant Corporation - An instrumentality of the U.S. Government." Oil staining was also evident on the outside of the fins of some of the transformers. Based on information from its investigations, EPA secured the PCB-2 area by installing a fence and posting a sign warning of PCB contamination. EPA also placed a lock on an existing gate around the PCB-1 area and posted a second warning sign.

30. Two other locations at the Site (PCB-3 and PCB-4 on Attachment II) contain live transformers and/or transformer pads. A visual inspection of these areas revealed residues of oil on transformer fins and railroad ties that were saturated with oil. According to the Site owners, two large cylindrical transformers were stored at the PCB-4 location until 1 or 2 years ago.

31. All the above-mentioned transformer areas are located outdoors in close proximity to existing Site buildings where tenants actively conduct business. As mentioned above, efforts to maintain security measures at the Site and restrict access have been hampered by repeated breaches in Site fencing, incidents involving broken locks, and disturbance of Site conditions.

32. The data collected during the RSE was referred to the Agency for Toxic Substances and Disease Registry ("ATSDR"). Consultation with ATSDR indicates that a health threat is posed by PCBs at the Site.

33. Approximately 18 drums were recently placed in the Acetone Building (see Attachment II). Eight of the drums contain material. Laboratory data generated during the RSE revealed the presence of benzene, toluene, and lead, among other substances, in the drums. The building is currently unsecured and is in close proximity to several of the occupied buildings. According to the Site owners, the drums are abandoned and are believed to be attributable to a recent tenant.

34. The contaminants found at the Site, as identified above, include "hazardous substance(s)" within the meaning of Section 101(14) of CERCLA, 42 U.S.C. § 9601(14). These hazardous substances include, but are not limited to, PCBs, VOCs such as 1,2-dichloroethane, MEK, and benzene, pesticides such as endrin and aldrin, and inorganics such as cadmium, chromium, and lead.

35. The conditions described above, including, but not limited to, the presence of hazardous substances in surface soils and unused containers at the Site and the potential for migration of these substances to surrounding air, soils, groundwater, and surface water constitute an actual or threatened "release" within the meaning of Sections 101(22) and 104(a) of CERCLA, 42 U.S.C. §§ 9601(22) and 9604(a).

36. The hazards posed by the Site include, but are not limited to, the threat of dermal contact with, inhalation, and/or ingestion of hazardous substances at the Site, the threat of migration of hazardous substances at and from the Site and the threat of leakage, fire or explosion involving underground storage tanks or transformers, which could spread contamination. Disturbance of contaminated soils or containers could result in further releases and/or contaminant mobilization. The hazardous substances in underground storage tanks at the Site represent a potential source of contamination to the groundwater and Massapequa Creek.

37. Exposure to the various hazardous substances present at the Site by direct contact, inhalation, or ingestion may cause a variety of adverse human health effects.

38. Respondents have been given an opportunity to discuss with EPA the basis for issuance of this Order and its terms.

V. DETERMINATION

39. The conditions present at the Site constitute a threat to public health or welfare or the environment based upon factors set forth in Section 300.415(b)(2) of the National Contingency Plan ("NCP"). These factors include, but are not limited to, high levels of hazardous substances or pollutants or contaminants in soils largely at or near the surface, that may migrate; hazardous substances or pollutants or contaminants in drums and

tanks; potential exposure to nearby human populations; potential contamination of sensitive ecosystems; and the threat of fire or explosion.

40. The actual or threatened release of hazardous substances from the Site may present an imminent and substantial endangerment to the public health or welfare or the environment within the meaning of Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

41. The actions required by this Order are necessary to protect the public health or welfare or the environment, are in the public interest, and are not inconsistent with CERCLA and the NCP, 40 CFR Part 300.

VI. ORDER

42. Based upon the foregoing Findings of Fact, Conclusions of Law, Determinations, and other information available to EPA, it is hereby ordered and agreed that Respondents shall undertake a response action at the Site in accordance with the requirements specified below. Federal Respondents shall provide funding for the Work under this Order in accordance with a separate agreement among Respondents and Federal Respondents. All activities specified below shall be initiated and completed as soon as possible even though maximum time periods for their completion are specified herein.

Designation of Contractor and Project Coordinator

43. Respondents have designated James A. Perazzo as their Project Coordinator who shall be responsible for administration of all of Respondents' actions required by this Order. To the greatest extent possible, the Project Coordinator shall be present on Site or readily available during Site Work. The Project Coordinator shall have technical expertise sufficient to adequately oversee all aspects of the Work contemplated by this Order. If Respondents choose to change their Project Coordinator, Respondents shall propose a different Project Coordinator and shall notify EPA of that person's name, address, telephone number, and qualifications, and EPA retains the right to disapprove of any proposed Project Coordinator. If EPA disapproves of a proposed Project Coordinator, Respondents shall propose a different Project Coordinator and shall notify EPA of that person within seven (7) days following EPA's disapproval. Receipt by Respondents' approved Project Coordinator of any notice or communication from EPA relating to this Order shall constitute receipt by Respondents.

44. Respondents shall retain a contractor to perform the Work. Respondents shall notify EPA of the name and qualifications of any contractor and all subcontractors proposed to perform Work

under this Order at least five (5) days prior to implementation of any field work element required pursuant to this Order.

45. EPA retains the right to disapprove any, or all, of the contractors and/or subcontractors proposed by the Respondents to conduct the Work. If EPA disapproves any of Respondents' proposed contractors or subcontractors to conduct the Work, Respondents shall propose a different contractor or subcontractor within seven (7) days of EPA's disapproval.

46. Respondents shall provide a copy of this Order to each contractor and subcontractor approved and retained to perform the work required by this Order. Respondents shall state, in all contracts or subcontracts entered into for Work required under the provisions of this Order, that such contractors or subcontractors, including their agents and employees, shall perform activities required by such contracts or subcontracts in compliance with this Order and all applicable laws and regulations. Respondents shall be responsible for ensuring that their contractors and subcontractors perform the work contemplated herein in accordance with this Order.

Description of Work

47. Respondents shall perform the following removal activities:

- a. removal of the contents of underground storage tanks UT-2 and UT-4;
- b. investigation of the material stored in underground storage tanks UT-1, UT-3, UT-5, UT-6, UT-7 and UT-8 for determination of the nature and extent of hazardous substances present and subsequent removal as appropriate;
- c. removal of all surface soils at the PCB-1 and PCB-2 locations that contain 10 ppm or more of PCBs and removal of subsurface soils as determined by EPA;
- d. investigation of the two other transformer locations (PCB-3 and PCB-4) for potential PCB contamination in soils and subsequent removal of all surface soils that contains 10 ppm or more of PCBs and removal of sub-surface soils as determined by EPA;
- e. investigation of any PCB-contaminated liquids contained in the transformers at the PCB-1 and PCB-3 locations and subsequent removal as appropriate; and
- f. removal of the drums in the Acetone Building.

48. Respondents have submitted and EPA has conditionally approved a work plan (hereinafter, the "Work Plan") subject to

EPA approval of other plans to be submitted pursuant to this Order. The Work Plan, denominated as Attachment 3, is attached to, and considered an enforceable part of, this Order. The tasks that Respondents must perform are described in detail in the attached Work Plan. All work performed under this Consent Order shall be in accordance with the schedules herein, and in full accordance with the schedules, standards, specifications, and other requirements of the Work Plan, as approved by EPA, and as they may be amended or modified by EPA in accordance with this Order, or amended or modified by Respondents (if such amendments or modifications by Respondents are approved in writing by EPA).

49. Within five (5) days of the effective date of this Order, Respondents shall submit a Site-specific Health and Safety Plan ("HASP") to govern all Site activities for protection of on-Site workers and nearby populations. The HASP shall conform with both Occupational Safety and Health Administration ("OSHA") regulations, 29 CFR 1910, and the EPA guidance entitled, "Standard Operating Safety Guide", OSWER Directive 9285.1-03, June, 1992.

50. Within five (5) days of the effective date of this Order, Respondents shall submit a Site-specific Quality Assurance/Quality Control ("QA/QC") Plan for performance of sampling and analysis. The QA/QC Plan shall be in conformance with the EPA publication entitled "Test Methods for Evaluating Solid Waste" ("SW-846"), 3rd ed., and the EPA document entitled "Interim Guidelines and Specifications for Preparing Quality Assurance Project Plans" (QAMS-005/80). Sampling and analysis shall also conform to QA/QC protocols, including, but not limited to, EPA guidance entitled, "Quality Assurance/Quality Control Guidance for Removal Activities: Sampling QA/QC Plan and Data Validation Procedures," OSWER Directive No. 9360.4-01, April 1990.

51. Within seven (7) days after EPA approval of the HASP and QA/QC Plan, Respondents shall commence implementation of the EPA-approved Work Plan. Respondents shall fully implement the EPA-approved plans in accordance with the terms and schedules therein and in accordance with this Order.

52. All Work conducted by Respondents pursuant to this Order shall be completed within one hundred-eighty (180) days of the effective date of this Order.

Reporting Requirements

53. Beginning two (2) weeks after the effective date of this Order and every two weeks thereafter until Respondents' obligations under the Order are fully satisfied, Respondents shall provide written progress reports to EPA (at the addresses provided in Paragraph 57) which fully describe all actions and activities undertaken relating to the implementation of this

Order. Such reports shall, among other things, (a) describe actions taken toward achieving compliance with this Order during the previous two-week period, (b) include all results of sampling and tests and all other data received by Respondents during that period in the implementation of the Work required hereunder, (c) describe all actions which are scheduled for the next two-week period, (d) include other information relating to the progress of Work as is customary in the industry, and (e) include information regarding percentage of completion, all delays encountered or anticipated that may affect the future schedule for completion of the Work required hereunder, and a description of all efforts made to mitigate those delays or anticipated delays.

54. Within thirty (30) days after completion of all removal activities required under this Order, Respondents shall submit for EPA review and approval a Final Report summarizing the actions taken to comply with this Order. The Final Report shall conform, at a minimum, with the requirements set forth in Section 300.165 of the NCP, entitled "OSC Reports." The Final Report shall include:

- a. a synopsis of all Work performed under this Order;
- b. a detailed description of all EPA-approved modifications to the Work Plan which occurred during Respondents' performance of the Work required under this Order;
- c. a presentation of the analytical results of all sampling and analyses performed, including QA/QC data and chain of custody records;
- d. accompanying appendices containing all relevant documentation generated during the Work;
- e. certificates of destruction and/or copies of manifests that indicate all final disposal facilities have received the material removed from the Site pursuant to this Order. If such certificates and manifests have not been received by Respondents at the time of submission of the Final Report, Respondents shall indicate when such documentation is expected, but in any event such documentation shall be submitted within ninety (90) days after completion of all removal actions required under this Order.
- e. an accounting of expenses incurred by the Respondents in complying with this Order; and
- f. the following certification signed by a person who supervised or directed the preparation of the Final Report:

"Under penalty of law, I certify that to the best of my knowledge, after appropriate inquiries of all relevant persons involved in the preparation of the report, the information submitted is 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."

55. EPA either will approve the Final Report or will require modification in accordance with the procedures set forth in Paragraphs 58 through 62 below.

56. All reports and other documents submitted by Respondents which purport to document Respondents' compliance with the terms of this Order shall be signed by an individual who will certify that he/she has been fully authorized by Respondents to submit such a document and to legally bind all Respondents thereto.

57. All plans, reports, notices and other documents required to be submitted to EPA pursuant to this Order shall be made in writing to the EPA On-Scene Coordinator ("OSC"), at the following address:

Removal Action Branch
Emergency and Remedial Response Division
United States Environmental Protection Agency
2890 Woodbridge Avenue
Edison, New Jersey 08837
Attention: Liberty Industrial Finishing Site
(3 copies) On-Scene Coordinator

with additional copies to:

New York/Caribbean Superfund Branch
Office of Regional Counsel
United States Environmental Protection Agency
26 Federal Plaza
New York, New York 10278
Attention: Liberty Industrial Site Attorney (1 copy)

Michael J. O'Toole, P.E.
Director, Division of Hazardous Waste Remediation
New York State Department of Environmental Conservation
50 Wolf Road, Room 212
Albany, New York 12233-7010
Attention: Liberty Industrial Finishing Site
(1 copy) Program Manager

Plans and Reports Requiring EPA Approval

58. If EPA disapproves or otherwise requires any modifications to any plan, report or other item required to be submitted to EPA

for approval pursuant to this Order, Respondents shall have seven (7) days from the receipt of notice of such disapproval or the required modifications to correct any deficiencies and resubmit the plan, report or other written document to EPA for approval, unless a shorter or longer period is specified in the notice. Any notice of disapproval will include an explanation of why the plan, report or other item is being disapproved. Respondents shall address each of the comments and resubmit the plan, report or other item with the required changes within the time referred to above. At such time as EPA determines that the plan, report or other item is acceptable, EPA will transmit to Respondents a written statement to that effect.

59. All plans, reports and other documents approved by EPA pursuant to this Order shall, upon approval, be deemed to be incorporated into, and an enforceable part of, this Order.

60. If any plan, report or other item required to be submitted to EPA for approval pursuant to this Order is disapproved by EPA after being resubmitted following Respondents' receipt of EPA's comments on the initial submittal, Respondents shall be deemed to be out of compliance with this Order. If any resubmitted plan, report or other item, or portion thereof, is disapproved by EPA, EPA may again direct Respondents to make the necessary modifications thereto and/or EPA may amend or develop the item(s) and recover the costs of doing so from Respondents. Respondents shall implement any such item(s) as amended or developed by EPA.

61. EPA shall be the final arbiter in any dispute regarding the sufficiency or acceptability of all documents submitted and Work performed pursuant to this Order. EPA may modify those documents and/or perform additional work unilaterally. EPA may also require the Respondents to perform additional work pursuant to this Order to the extent such additional work is within the scope of the Work required under this Order.

62. As appropriate during the course of implementing the Work required of Respondents pursuant to this Order, Respondents or their contractor(s), acting through the Project Coordinator may confer with EPA concerning the required actions. Based on new circumstances or new information not in the possession of EPA on the date this Order is signed by the Regional Administrator, the Project Coordinator may submit a request to the EPA On-Scene Coordinator, in writing, for approval of a modification to the work described in this Order. If approved by EPA in writing, such modification shall be deemed incorporated into this Order.

On-Scene Coordinator, Other Personnel

63. All activities required of Respondents under the terms of this Order shall be performed only by well-qualified persons possessing all necessary permits, licenses, and other authori-

zations required by federal, state, and local governments, and all work conducted pursuant to this Order shall be performed in accordance with prevailing professional standards.

64. The current EPA OSC for the Site is Charles E. Fitzsimmons, who can be reached at the above address or by telephone at (908) 321-6608. EPA may change its OSC and will notify the Project Coordinator of such change.

65. EPA, including the OSC, will conduct oversight of the implementation of this Order. The OSC shall have the authority vested in an OSC by the NCP, including the authority to halt, conduct, or direct any work required by this Order, or to direct any other response action undertaken by EPA or Respondents at the Site to the extent such additional action is within the scope of the Work required under this Order. Absence of the OSC from the Site shall not be cause for stoppage of work unless specifically directed by the OSC.

66. During the implementation of the requirements of this Order, Respondents and their contractors and subcontractors shall be available for such conferences with EPA and inspections by EPA at and around the Site as EPA may determine are necessary for EPA to adequately oversee the work being carried out and/or to be carried out pursuant to this Order.

67. Respondents and their employees, agents, contractors and consultants shall cooperate with EPA in its efforts to oversee Respondents' implementation of this Order.

Access to Property and Information

68. Respondents shall provide and/or obtain in a timely fashion such access to the Site and any other premises where work under this Order is to be performed as is necessary for Respondents to carry out the requirements of this Order. This Order does not convey any rights of access to Respondents.

69. EPA and its designated representatives, including but not limited to employees, agents, contractors and consultants thereof, shall be permitted to observe the work carried out pursuant to this Order. Respondents shall permit EPA and its designated representatives full access to and freedom of movement at the Site and any other premises where work under this Order is to be performed, at all times, including, but not limited to, any time that work under this Order is being performed, for purposes of inspecting or observing Respondents' progress in implementing the requirements of this Order, verifying the information submitted to EPA by Respondents, conducting investigations relating to contamination at the Site, or for any other purpose EPA determines to be reasonably related to EPA oversight of the implementation of this Order.

70. Respondents shall provide EPA with access to all records and documentation generated in connection with the implementation of this Order related to the conditions at the Site, hazardous substances found at or released from the Site, and the actions conducted pursuant to this Order. All data, information and records created, maintained, or received by Respondents or their contractor(s) or consultant(s) in connection with implementation of the Work under this Order, including, but not limited to, contractual documents, invoices, receipts, work orders and disposal records shall, without delay, be made available to EPA upon request. EPA shall be permitted to copy all such documents. Respondents shall submit to EPA upon receipt the results of all sampling or tests and all other data generated by Respondents or their contractor(s), or on the Respondents' behalf, in connection with implementation of this Order. The requirements contained in this paragraph for the submission of documents and reports shall not be construed as a waiver by Respondents of any rights to confidentiality for documents subject to attorney-client or other privilege, or which are attorney work product; provided, however, that if any such document requested by EPA is withheld from EPA under such a claim of privilege or work product, then each such document shall be identified by date, author, recipients and subject matter, shall be redacted so that all factual information, referenced above or otherwise specified in this Order, is submitted to EPA; and provided further, however, that Respondents shall identify in writing to EPA the basis of withholding of each such document or portion thereof and shall preserve each such document as a record or document that relates to the Site as required by Paragraph 73 below. In no event, shall Respondents assert a claim of privilege or work product with respect to any data generated pursuant to this Order.

71. Upon request by EPA, Respondents shall provide EPA or its designated representatives with duplicate and/or split samples of any material sampled in connection with the implementation of this Order.

72. Notwithstanding any other provision of this Order, EPA hereby retains all of its information gathering, access and inspection authority under CERCLA, RCRA, TSCA, and any other applicable statute or regulations.

Record Retention, Documentation, Availability of Information

73. Respondents shall preserve all documents and information generated in connection with the implementation of this Order relating to Work performed under this Order, or relating to the hazardous substances found on or released from the Site, for ten (10) years following completion of the removal actions required by this Order. At the end of the ten year period, Respondents shall notify EPA thirty (30) days before any such document or information is destroyed, that such documents and information are

available for inspection. Upon request, Respondents shall provide EPA with the originals or copies of such documents and information.

74. All documents submitted by Respondents to EPA in the course of implementing this Order shall be available to the public unless identified as confidential by Respondents pursuant to 40 CFR Part 2, Subpart B and determined by EPA to merit treatment as confidential business information in accordance with applicable law. In addition, EPA may release all such documents to NYSDEC and NYSDEC may make those documents available to the public unless Respondents conform with applicable New York law and regulations regarding confidentiality. Respondents shall not assert a claim of confidentiality regarding any monitoring or hydrogeologic data, any information specified under Section 104(e)(7)(F) of CERCLA, or any other chemical, scientific or engineering data relating to the work performed hereunder.

Off-Site Shipments

75. PCB-contaminated soils shall be disposed of in compliance with the Toxic Substances Control Act, 15 U.S.C. § 2601-2671, ("TSCA"). All removal of material from the Site shall be in conformance with EPA's Off-Site Rule, 58 Fed. Reg. 49200 (September 22, 1993), codified at 40 CFR 300.440. If hazardous substances from the Site are to be shipped outside of New York State, Respondents shall provide prior notification of any such out-of-state waste shipment in accordance with OSWER Directive 9330.2-07. At least seven (7) days prior to any out-of-state waste shipment, Respondents shall notify the environmental agency of the accepting state of the following: (a) the name and location of the facility to which the wastes are to be shipped; (b) the type and quantity of waste to be shipped; (c) the expected schedule for the waste shipments; and (d) the method of transportation.

Compliance With Other Laws

76. All actions required pursuant to this Order shall be performed in accordance with all applicable local, state, and federal laws and regulations except as provided in Section 121(e)(1) of CERCLA, 42 U.S.C. § 9621(e)(1), and 40 CFR 300.415(i). In accordance with 40 CFR 300.415(i), all on-Site actions required pursuant to this Order shall, to the extent practicable, as determined by EPA, considering the exigencies of the situation, attain applicable or relevant and appropriate requirements ("ARARs") under federal environmental or state environmental or facility siting laws. (See "Superfund Removal Procedures: Guidance on the Consideration of ARARs During Removal Actions," OSWER Directive No. 9360.3-02, August 1991).

77. Except as provided in Section 121(e)(1) of CERCLA, 42 U.S.C. § 9621(e)(1), and the NCP, no permit shall be required for any portion of the Work required hereunder that is conducted entirely on-Site. Where any portion of the Work requires a federal or state permit or approval, Respondents shall submit timely applications and shall take all other actions necessary to obtain and to comply with all such permits or approvals. This Order is not, nor shall it be construed to be, a permit issued pursuant to any federal or state statute or regulation.

Emergency Response and Notification of Releases

78. Upon the occurrence of any event during performance of the Work required hereunder which, pursuant to Section 103 of CERCLA, 42 U.S.C. § 9603, requires reporting to the National Response Center [(800) 424-8802], Respondents shall immediately orally notify the Chief of the Removal Action Branch of the Emergency and Remedial Response Division of EPA, Region II, at (908) 321-6621, or the EPA Region II Emergency 24-hour Hot Line at (908) 548-8730, of the incident or Site conditions. Respondents shall also submit a written report to EPA within seven (7) days after the onset of such an event, setting forth the events that occurred and the measures taken or to be taken to mitigate any release or endangerment caused or threatened by the release and to prevent the reoccurrence of such a release. The reporting requirements of this paragraph are in addition to, not in lieu of, reporting under CERCLA Section 103, 42 U.S.C. § 9603, and Section 304 of the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. § 11004.

79. In the event of any action or occurrence during Respondents' performance of the requirements of this Order which causes or threatens to cause a release of a hazardous substance or which may present an endangerment to public health or welfare or the environment, Respondents shall immediately take all appropriate action to prevent, abate, or minimize such release or endangerment, and shall immediately notify EPA as provided in the preceding paragraph. Respondents shall take such action in accordance with applicable provisions of this Order including, but not limited to, the HASP. In the event that EPA determines that (a) the activities performed pursuant to this Order, (b) significant changes in conditions at the Site, or (c) emergency circumstances occurring at the Site pose a threat to human health or the environment, EPA may direct Respondents to stop further implementation of any actions pursuant to this Order or to take other and further actions reasonably necessary to abate the threat to the extent such additional action is within the scope of the Work required under this Order. This paragraph is not to be construed so as to limit any enforcement or other authorities EPA has under the National Contingency Plan ("NCP") or under any applicable law or other regulation.

80. Nothing in the preceding paragraph shall be deemed to limit any authority of the United States to take, direct, or order all appropriate action to protect human health and the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances on, at, or from the Site.

81. Any requirement for the payment or obligation of funds by Federal Respondents established by the terms of this Order shall be subject to the availability of appropriated funds, and no provision herein shall be interpreted to require the payment or obligation of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.

Force Majeure

82. "Force majeure", for purposes of this Order, is defined as any event arising from causes beyond the control of Respondents and of any entity controlling, controlled by, or under common control with Respondents, including their contractors and subcontractors, that delays the timely performance of any obligation under this Order notwithstanding Respondents' best efforts to avoid the delay. The requirement that Respondents exercise "best efforts to avoid or minimize any delay" includes using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any potential force majeure event (1) as it is occurring and (2) following the potential force majeure event, such that the delay is minimized to the greatest extent practicable. Examples of events that are not force majeure events include, but are not limited to, increased costs or expenses of any work to be performed under this Order or the financial difficulty of Respondents to perform such work.

83. If any event occurs or has occurred that may delay the performance of any obligation under this Order, whether or not caused by a force majeure event, Respondents shall notify by telephone the EPA On-Scene Coordinator or, in his absence, the Chief of the Removal Action Branch of the Emergency and Remedial Response Division of EPA Region II within 48 hours of when Respondents knew or should have known that the event might cause a delay. In addition, Respondents shall notify EPA in writing within seven (7) calendar days after the date when Respondents first became aware or should have become aware of the circumstances which may delay or prevent performance. Such written notice shall be accompanied by all available and pertinent documentation, including third-party correspondence, and shall contain the following: (a) a description of the circumstances, and Respondent's rationale for interpreting such circumstances as being beyond its control (should that be Respondents' claim); (b) the actions (including pertinent dates) that Respondents have taken and/or plans to take to minimize any delay; and (c) the date by which or the time period within which

Respondents propose to complete the delayed activities. Such notification shall not relieve Respondents of any of their obligations under this Order. Respondents' failure to timely and properly notify EPA as required by this paragraph shall constitute a waiver of Respondents' right to claim an event of force majeure. The burden of proving that an event constituting a force majeure has occurred shall rest with Respondents.

84. If EPA determines that a delay in performance of a requirement under this Order is or was attributable to a force majeure event, the time period for performance of that requirement shall be extended as deemed necessary by EPA. Such an extension shall not alter Respondents' obligation to perform or complete other tasks required by the Order which are not directly affected by the force majeure event. Respondents shall use their best efforts to avoid or minimize any delay or prevention of performance of their obligations under this Order.

Stipulated and Statutory Penalties

85. Each Respondent is jointly and severally responsible for the implementation of the Work required by this Order and for compliance with all provisions of this Order. Compliance or noncompliance by one or more Respondent with any provision of this Order shall not excuse or justify noncompliance by any other Respondent(s). The absence of Federal Respondents from this paragraph shall not be construed to affect the liability of any party hereto under CERCLA.

86. If Respondents fail, without prior EPA approval, to comply with any of the requirements or time limits set forth in or established pursuant to this Order, and such failure is not excused under the terms of Paragraphs 82 through 84 above (Force Majeure), Respondents shall, upon demand by EPA, pay a stipulated penalty to EPA in the amount indicated below for each day of noncompliance:

<u>Days After Required Date</u>	<u>Stipulated Penalty</u>
5 to 15 days	\$ 1,000.00/day
16 to 40 days	\$ 2,000.00/day
41 days and beyond	\$ 4,000.00/day

Any such penalty shall accrue as of the first day after the applicable deadline has passed and shall continue to accrue until the noncompliance is corrected. Such penalties shall be due and payable thirty (30) days following receipt of a written demand from EPA. Payment of any such penalty to EPA shall be made by cashier's or certified check made payable to the "Hazardous Substance Superfund," with a notation of the index number of this Order, and shall be mailed to the following address:

EPA - Region II, Attn: Superfund Accounting, P.O. Box 360188M, Pittsburgh, PA 15251. A letter stating the basis for the penalties, the name and address of Respondents, the name of the Site, and the EPA Region number shall accompany any such payment; a copy of the letter and the check shall be mailed to the EPA addressees listed in Paragraph 57 above. Respondents shall pay interest on any amounts overdue under this paragraph. Such interest shall begin to accrue on the first day that the respective payment is overdue. Interest shall accrue at the rate of interest on investments of the Hazardous Substances Superfund, in accordance with Section 107(a) of CERCLA.

87. Even if violations are simultaneous, separate penalties shall accrue for separate violations of this Order. Penalties accrue and are assessed per violation per day. Penalties shall accrue regardless of whether EPA has notified Respondents of a violation or act of noncompliance. The payment of penalties shall not alter in any way Respondents' obligation to complete the performance of the Work required under this Order.

88. Notwithstanding any other provision of this Order, failure of Respondents to comply with any provision of this Order may subject Respondents to civil penalties of up to twenty-five thousand dollars (\$25,000) per violation per day, as provided in Section 106(b)(1) of CERCLA, 42 U.S.C. § 9606(b)(1), unless such failure to comply is excused by EPA under the terms of Paragraphs 82 through 84 above. Respondents may also be subject to punitive damages in an amount at least equal to and not more than three times the amount of any costs incurred by the United States as a result of such failure to comply with this Order, as provided in Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3). Should Respondents violate this Order or any portion thereof, EPA may carry out the required actions unilaterally, pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604, and/or may seek judicial enforcement of this Order pursuant to Section 106 of CERCLA, 42 U.S.C. § 9606.

Reservation of Rights

89. Nothing herein shall limit the power and authority of EPA or the United States other than Federal Respondents to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing herein shall prevent EPA from seeking legal or equitable relief to enforce the terms of this Order, from taking other legal or equitable action as it deems appropriate, or from requiring the Respondents or Federal Respondents in the future to perform additional activities pursuant to CERCLA or any other applicable law. EPA reserves the right to bring an action against Respondents or Federal

Respondents under Section 107 of CERCLA, 42 U.S.C. § 9607, for recovery of any response costs incurred by EPA related to this Order or the Site.

Other Claims

90. By issuance of this Order, EPA assumes no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondents or Respondents' employees, agents, contractors, or consultants in carrying out any action or activity pursuant to this Order. EPA shall not be held out as or deemed a party to any contract entered into by the Respondents or their directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out actions pursuant to this Order.

91. Nothing in this Order constitutes or shall be construed as a satisfaction of or release from any claim or cause of action against the Respondents or any person not a party to this Order for any liability that Respondents or other persons may have under CERCLA, other statutes, or the common law, including but not limited to any claims of for injunctive relief, costs, damages, and interest under Sections 106(a) and 107 of CERCLA, 42 U.S.C. §§ 9606(a) and 9607. Nothing in this Order shall affect any right, claim, interest, defense, or cause of action of any party hereto with respect to any other party hereto or with respect to third parties.

92. Nothing in this Order shall be construed to constitute preauthorization under Section 111(a)(2) of CERCLA, 42 U.S.C. § 9611(a)(2), and 40 CFR 300.700(d).

93. Respondents and Federal Respondents hereby waive any rights they may have to seek reimbursement pursuant to Sections 106(b)(2), 111 and/or 112 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9611, 9612, or any other provision of law, either directly or indirectly, from EPA or the Hazardous Substance Superfund of costs incurred by Respondents or Federal Respondents in complying with this Order.

94. No action or decision by EPA pursuant to this Order shall give rise to any right to judicial review except as set forth in Section 113(h) of CERCLA, 42 U.S.C. § 9613(h).

Indemnification

95. Respondents agree to indemnify, save, and hold harmless EPA, its agents, employees, and representatives from any and all claims or causes of action, including, but not limited to, those: (a) arising from, or on account of, acts or omissions of Respondents, Respondents' officers, heirs, directors, employees, agents, contractors, subcontractors, receivers, trustees,

successors or assigns, in carrying out actions pursuant to this Order, and (b) for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between Respondents and any persons for performance of Work on or relating to the Site, including claims on account of construction delays. Nothing in this paragraph shall be construed so as to indemnify, save or hold harmless any agency, department, or instrumentality of the United States in its capacity as a potentially responsible party for the Site.

96. Respondents waive all claims against EPA for damages or reimbursement or for set-off of any payments made or to be made to EPA arising from or on account of any contract, agreement, or arrangement between Respondents and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays. Nothing in this paragraph shall be construed as a waiver of any such claims against any agency, department, or instrumentality of the United States in its capacity as a potentially responsible party for the Site.

97. Further, the Respondents agree to pay EPA all costs it incurs including, but not limited to, attorneys fees and other expenses of litigation and settlement arising from, or on account of, claims made against EPA based on acts or omissions of Respondents, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Order. Nothing in this paragraph shall be construed as an agreement by Respondents to pay any such costs incurred by any agency, department, or instrumentality of the United States in its capacity as a potentially responsible party for the Site.

Insurance

98. Prior to commencing any Work at the Site, Respondents shall secure and maintain for the duration of the Work under this Order adequate insurance coverage in light of the potential risks associated with the Site, including comprehensive general liability and automobile insurance, naming as insured the United States. In addition, for the duration of the Work under this Order, Respondents shall satisfy all applicable laws and regulations regarding the provision of workmen's compensation insurance. Such insurance shall name as insured all contractors and subcontractors acting on behalf or under the control of Respondents in connection with any Work at the Site. If Respondents demonstrate by evidence satisfactory to EPA that any contractor, subcontractor, or consultant maintains insurance equivalent to that described above, or insurance covering the same risks but in a lesser amount, Respondents need only provide

that portion of the insurance described above which is not maintained by such contractor, subcontractor, or consultant.

Modifications

99. Modifications to any plan or schedule within the scope of the Work required under this Order may be made in writing by the OSC or at the OSC's direction. If the OSC makes an oral modification, it will be memorialized in writing within seven (7) days; provided, however, that the effective date of the modification shall be the date of the OSC's oral direction. Any other requirements of the Order may be modified in writing by mutual agreement of the parties.

100. If Respondents seek permission to deviate from any approved Site Work Plan or schedule, Respondents, through their Project Coordinator, shall submit a written request to EPA for approval outlining the proposed Site Work Plan modification and its basis.

101. No informal advice, guidance, suggestion, or comment by EPA regarding reports, plans, specifications, schedules, or any other writing submitted by the Respondents shall relieve Respondents of their obligation to obtain such formal approval as may be required by this Order and to comply with all requirements of this Order unless it is formally modified.

Termination and Satisfaction

102. When EPA determines after EPA's review of the Final Report that all removal activities have been fully performed in accordance with this Order, EPA will provide notice to Respondents and Federal Respondents. Such notification shall not affect any continuing obligations of Respondents and Federal Respondents. If EPA determines that any removal activities have not been completed in accordance with this Order, EPA will notify Respondents, provide a list of the deficiencies, and require that Respondents correct such deficiencies. The activities conducted by Respondents pursuant to this Order, if approved by EPA, shall be considered to be consistent with the NCP.

103. At the time of completion of all activities required by this Order, demobilization shall include sampling and proper disposal or decontamination of protective clothing, remaining laboratory samples, and any equipment used to implement the Work hereunder.

Severability

104. If a court issues an order that invalidates any provision of this Order or finds that Respondents have sufficient cause not to comply with one or more provisions of this Order, Respondents

shall remain bound to comply with all provisions of this Order not invalidated or determined to be subject to a sufficient cause defense by the court's order.

Effective Date and Effect of Consent

105. This Order shall become effective on the third (3rd) working day after it is signed by the Regional Administrator and all times for performance of actions or activities under this Order shall be calculated from said effective date.

U.S. ENVIRONMENTAL PROTECTION AGENCY

Jeanne M. Fox
Regional Administrator
U.S. Environmental Protection Agency
Region II

Date of Issuance

CONSENT

The Respondent, _____, has had an opportunity to confer with EPA to discuss the terms and the issuance of this Order. The Respondent hereby consents to the issuance of this Order and to its terms. Furthermore, the individual signing on behalf of Respondent certifies that he or she is fully authorized to agree to the terms and conditions of this Order and to legally bind Respondent.

NAME OF RESPONDENT

(printed)

(signature)

DATE

(printed name of signatory)

(title of signatory)

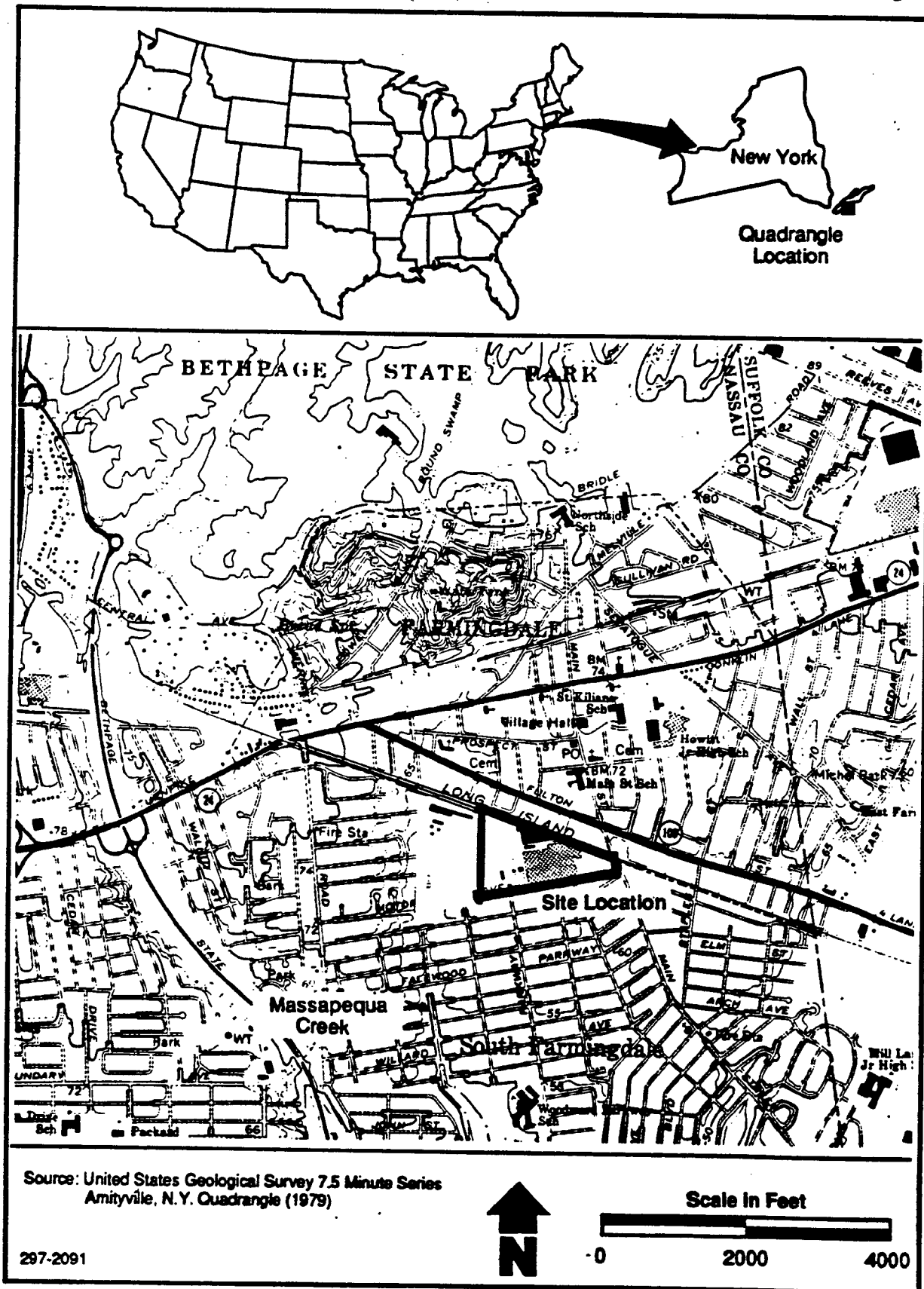
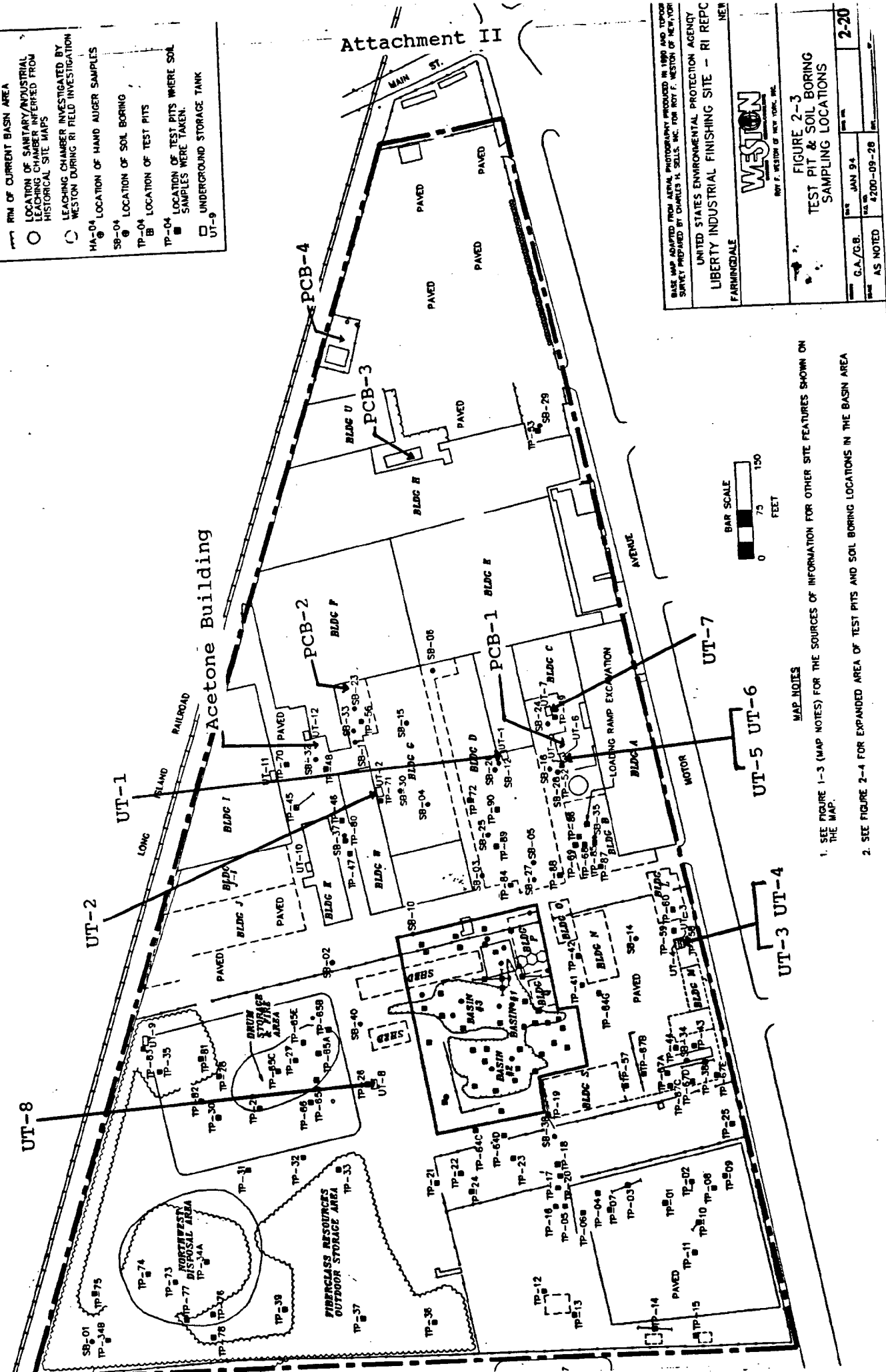


FIGURE 1-1 SITE LOCATION MAP, LIBERTY INDUSTRIAL FINISHING SITE, FARMINGDALE, NEW YORK

Attachment II

LEGEND

- FORMER BUILDING LOCATION (FLOOR SLAB REMAINS)
- PERIMETER OF CURRENT BASIN AREA
- LOCATION OF SANITARY/INDUSTRIAL LEACHING CHAMBER INFERRED FROM HISTORICAL SITE MAPS
- LEACHING CHAMBER INVESTIGATED BY WESTON DURING RI FIELD INVESTIGATION
- LOCATION OF HAND AUGER SAMPLES
- SB-04 LOCATION OF SOIL BORING
- TP-04 LOCATION OF TEST PITS
- TP-04 LOCATION OF TEST PITS WHERE SOIL SAMPLES WERE TAKEN.
- UNDERGROUND STORAGE TANK
- UT-9



BASE MAP ADAPTED FROM AERIAL PHOTOGRAPHY PRODUCED IN 1990 AND TOPOG SURVEY PREPARED BY CHARLES H. SULLS, INC. FOR ROY F. WESTON OF NEW YORK, NEW YORK.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
LIBERTY INDUSTRIAL FINISHING SITE - RI REPC
FARMINGDALE, NEW YORK

WESTON
ROY F. WESTON OF NEW YORK, INC.

FIGURE 2-3
TEST PIT & SOIL BORING
SAMPLING LOCATIONS

DATE: JAN 94
SCALE: AS NOTED
JOB NO: 4200-09-28

MAP NOTES

1. SEE FIGURE 1-3 (MAP NOTES) FOR THE SOURCES OF INFORMATION FOR OTHER SITE FEATURES SHOWN ON THE MAP.
2. SEE FIGURE 2-4 FOR EXPANDED AREA OF TEST PITS AND SOIL BORING LOCATIONS IN THE BASIN AREA