

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2

IN THE MATTER OF:)	
)	
THE CIRCUITRON)	
CORPORATION SUPERFUND SITE)	AGREEMENT AND COVENANT
)	NOT TO SUE
)	Index Number
Under the authority of the)	CERCLA-02-2005-2002
Comprehensive Environmental)	
Response, Compensation, and)	
Liability Act of 1980, as amended,)	
42 U.S.C. § 9601 <u>et seq.</u>)	

I. INTRODUCTION

1. This Agreement and Covenant Not to Sue ("Agreement") is made and entered into by and between the United States on behalf of the Environmental Protection Agency ("EPA"), the State of New York ("State"), County of Suffolk ("County of Suffolk"), and Auction Purchaser (collectively, the "Parties").

2. This Agreement is entered into by the United States pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9601, et seq., and the authority of the Attorney General of the United States to compromise and settle claims of the United States. This Agreement is entered into by the State pursuant to CERCLA and State law, including but not limited to N.Y. Env'tl. Conserv. Law § 27-1323.

3. County of Suffolk is a municipal corporation of the State of New York, having its principal office at the County Center, Riverhead, New York 11901, and is acting through its duly constituted Department of Planning, Division of Real Estate, having its principal office at H. Lee Dennison Building, 2nd Floor, 100 Veterans Memorial Highway, Hauppauge, New York 11788. County of Suffolk is authorized by the Suffolk County Tax Act to levy and collect ad valorem taxes on real property within its borders, and to acquire title to real property for non-payment of such taxes. County of Suffolk intends to exercise its authority to acquire title to the real property known as 82 Milbar Boulevard, East Farmingdale, New York (hereinafter, the "Property") which is included within the Circuitron Corporation Superfund Site (the "Site"). It is the intention of County of Suffolk, pursuant to the Suffolk County Tax Act, to market the

Property at public auction, acquire title to the Property, and convey the Property to the Auction Purchaser.

4. a. EPA has determined, based upon the representations of County of Suffolk in Paragraph 19 and 20 of this Agreement, that the acquisition of the Property by County of Suffolk pursuant to the Suffolk County Tax Act, based upon the failure of the owner of the Property to pay ad valorem real property taxes, is an involuntary acquisition of the Property as described in Section 101(20)(D) of CERCLA, 42 U.S.C. § 9601(20)(D), and that County of Suffolk therefore will not be an "owner" of the Property for purposes of Section 107(a)(1) of CERCLA, 42 U.S.C. § 9607(a)(1), solely by reason of such acquisition and notwithstanding the County's acquisition of a tax deed to the Property in 1989 and its abandonment of that deed. This determination is conditioned upon the accuracy of County of Suffolk's certification in Paragraph 31 that it has not caused or contributed to a release or threat of release of a hazardous substance or pollutant or contaminant at or from the Site.

b. The State of New York has determined, based on the representations of the County of Suffolk in Paragraphs 19 and 20 of this Agreement, that notwithstanding any prior acquisition or abandonment, the acquisition of the Property by County of Suffolk pursuant to the Suffolk County Tax Act, based upon the failure of the owner of the Property to pay ad valorem real property taxes, is an involuntary acquisition of the Property as described in Section 101(20)(D) of CERCLA, 42 U.S.C. § 9601(20)(D), and that County of Suffolk therefore will not be an "owner" of the Property for purposes of Section 107(a)(1) of CERCLA, 42 U.S.C. § 9607(a)(1), solely by reason of such acquisition and notwithstanding the County's acquisition of a tax deed to the Property in 1989 and its abandonment of that deed. The State of New York and the New York State Department of Environmental Conservation have further determined that the municipal exemptions from liability for involuntary acquisitions contained in N.Y. Env'tl. Conserv. Law §§ 27-1323(2) and 27-1323(4) shall apply to such acquisition of the Property by the County of Suffolk. This determination is conditioned upon the accuracy of County of Suffolk's certification in Paragraph 31 that it has not caused or contributed to a release or threat of release of a hazardous substance or pollutant or contaminant at or from the Site.

5. EPA perfected a federal lien against the Property in September of 1991 pursuant to Section 107(1) of CERCLA, 42 U.S.C. § 9607(1) (hereinafter "CERCLA 107(1) lien"). County of Suffolk has determined that the release of the CERCLA Section 107(1) lien

and waiver of EPA's right to perfect a federal lien against the Property pursuant to Section 107(r) of CERCLA, 42 U.S.C. § 9607(r) (hereinafter "CERCLA 107(r) lien"), as well as EPA's and the State's undertaking to enter into this Agreement with a prospective purchaser, will enhance the marketability of the Property and its restoration to the ad valorem tax rolls of County of Suffolk. The New York State Department of Environmental Conservation has no lien on the Property.

6. County of Suffolk has determined that the restoration of the Property to productive use and the marketability of the Property will be facilitated by the release of the current, perfected CERCLA Section 107(l) lien and waiver of the CERCLA Section 107(r) lien and by the settlement of potential liability of County of Suffolk and Auction Purchaser under Sections 106 and 107 of CERCLA and under State law.

7. The Parties anticipate that the Auction Purchaser will purchase the Property from County of Suffolk pursuant to the public auction referred to in Paragraph 3 above. The selection of the Auction Purchaser at the conclusion of the auction will be subject to County of Suffolk's right and obligation to nullify the auction sale contract, and make the Property available for sale at a new auction, if EPA notifies the County in writing that EPA has reason to believe that the prospective Auction Purchaser is a responsible party under CERCLA Section 107(a), 42 U.S.C. § 9607(a), by reason of its affiliation with 82 Milbar Blvd., Inc., Circuitron Corporation, or any of their predecessors, successors, officers, directors, employees, or shareholders, or is otherwise a liable party with respect to the Site under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a). The Auction Purchaser will, prior to closing title to the Property, become a signatory to this Agreement.

8. Each Party agrees to undertake all actions required of it by the terms and conditions of this Agreement. The purpose of this Agreement is to settle and resolve, subject to reservations and limitations contained in Sections VII, VIII, IX, and X, the potential liability of Settling Respondents for the Existing Contamination at the Property which might otherwise result from Settling Respondents being or becoming the owner of the Property, and to release from the Property the CERCLA Section 107(l) lien and waive the CERCLA Section 107(r) lien.

9. The Parties agree that the entry by Settling Respondents into this Agreement, and the actions undertaken by each Settling Respondent in accordance with the Agreement, do not constitute an admission of any liability by either Settling Respondent.

10. The resolution of this potential liability, in exchange for Settling Respondents providing a substantial benefit to EPA and to the State, is in the public interest.

II. DEFINITIONS

11. Unless otherwise expressly provided herein, terms used in this Agreement which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations, including any amendments thereto. Whenever terms listed below are used in this Agreement or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply:

a. "Auction Purchaser" shall mean the person or entity that acquires, or may acquire, the Property from Suffolk County pursuant to the public auction referred to in Paragraph 3, subject to the proviso set forth in the second sentence of Paragraph 7 and the proviso in Paragraph 22(h).

b. "County of Suffolk," "Suffolk County," or "County" shall mean Suffolk County, New York, a county within the State of New York.

c. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

d. "Existing Contamination" shall mean:

i. any hazardous substances, pollutants or contaminants present or existing on or under the Property, with respect to each Settling Respondent, on the date that Settling Respondent acquires title to the Property;

ii. any hazardous substances, pollutants or contaminants that migrated from the Property, with respect to each Settling Respondent, prior to the date that such Settling Respondent acquires title to the Property; and

iii. any hazardous substances, pollutants or contaminants presently at the Site that migrate onto or under or from the Property, with respect to each Settling Respondent, after the date that such Settling Respondent acquires title to the Property.

e. "NYSDEC" shall mean the New York State Department of Environmental Conservation, an agency of the State of New York.

f. "Parties" shall mean the United States on behalf of EPA, the State on behalf of NYSDEC, and Settling Respondents. "Party" shall mean any one of these entities.

g. "Property" shall mean the real property known as 82 Milbar Boulevard, East Farmingdale, New York and identified on the Suffolk County Tax Map as District 100, Section 36, Block 1, Lot 7.1, comprising approximately 0.9 acres. The legal description of the Property is attached hereto as Appendix 1.

h. "Settling Respondents" shall mean Suffolk County and Auction Purchaser.

i. "Site" shall mean the Circuitron Corporation Superfund Site, located in East Farmingdale, Suffolk County, New York, and depicted generally on the maps attached as Appendix 2, including, without limitation the treatment building and associated infrastructure as described in Paragraph 16 and as also depicted on Appendix 2. The Site shall include the Property, and all areas to which hazardous substances and/or pollutants or contaminants that have migrated from the Property have come to be located.

j. "State" shall mean the State of New York, including NYSDEC and its other agencies.

k. "United States" shall mean the United States of America, its departments, agencies, and instrumentalities.

III. STATEMENT OF FACTS

12. Circuitron Corporation manufactured electronic circuit boards from 1961 to 1986 in a 23,500 square foot building that was located on the Site. Liquid wastes containing volatile organic compounds ("VOCs") and inorganic hazardous substances (metals) from these operations were discharged into various underground drainage structures in and around the building, including leaching pools, cesspools, drywells, and storm drains.

13. From 1988 to the present, the Site has been the subject of response actions undertaken by EPA pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604, to address the Site's contaminated soils, sediments, and groundwater. EPA is continuing to perform response activities at the Site to implement the remedial action selected in the Second ROD (as defined below). The Site was placed on the National Priorities List on March 30, 1989, which list is established under Section 105(a)(8)(B) of CERCLA,

42 U.S.C. § 9605(a)(8)(B), and which is set forth at 40 C.F.R. Part 300, Appendix B.

14. EPA performed a response action at the Site from December of 1988 to September of 1989 to address hazardous substances left in sumps, drums, and tanks by Circuitron Corporation. In addition, in September of 1988, EPA began a remedial investigation and feasibility study for the Site, which culminated in EPA's issuance of the first of two Records of Decision ("First ROD") for the Site in March of 1991. The State reviewed and provided comments on the remedial investigation and feasibility study and the Proposed Plans which preceded the Records of Decision. The First ROD called for a remedy that included the vapor extraction of the VOCs from the soil and excavation and off-Site disposal of contaminated sediments from the various underground drainage structures. Additional EPA studies detected VOC and metal contamination in the shallow aquifer below and south of the Property (ranging from 40 to 50 feet deep). EPA issued a second ROD in September of 1994 (the "Second ROD") to address the groundwater contamination. The groundwater remedy specified the extraction of the contaminated groundwater, treatment via precipitation and air stripping, and the reinjection of the treated groundwater.

15. EPA's subsequent study of the Site soils revealed that the VOC contamination was below the clean-up levels specified in the First ROD and as such, treatment via the soil vapor extraction system was no longer warranted. EPA subsequently determined that the on-Site building was not structurally sound and had to be demolished in order to perform the Site remediation safely. Thereafter, EPA excavated and disposed of contaminated underground drainage structures, as well as the sediments and soils within and around these structures. About 50 tons of contaminated sediments and 1,200 tons of contaminated soils were removed and disposed of off-Site in December of 1996. Seven drywells were detected on-Site during the construction of the groundwater treatment system. Approximately 360 tons of contaminated soils and sediments were removed from these structures and disposed of off-Site during early 2000; the drywells were subsequently backfilled with clean fill.

16. The groundwater treatment system now operating on-Site was completed in September of 2000. It consists of pumping contaminated groundwater out of the aquifer, treating it through filtration, air stripping, and carbon adsorption, and reinjecting it into the aquifer. The specific infrastructure of the groundwater treatment system located on the Property includes:

a. a 40' x 60' steel building located in the southeast quadrant of the Property, containing equipment and machinery operating to pump and treat contaminated groundwater associated with the Site ("treatment plant");

b. a trench ("reinjection trench") located in the northwest quadrant of the Property for the purpose of receiving treated groundwater and reinjecting it into the ground, and an associated underground pipeline running from the reinjection trench to the treatment plant;

c. three underground pipelines carrying contaminated groundwater from extraction wells located south of the Property to the south side of the treatment plant;

d. above- and below-ground utilities servicing the treatment plant, reinjection trench, extraction wells, and associated piping;

e. the gated access driveway to the treatment plant;
and

f. groundwater monitoring wells on the Property.

EPA anticipates that the groundwater treatment system will operate until the performance standards for groundwater cleanup specified in the Second ROD have been achieved, which EPA presently estimates will occur by 2009.

17. EPA perfected a CERCLA Section 107(1) lien on the Property to secure costs incurred and to be incurred by EPA in the response actions taken to address the Site contamination. EPA has paid a total of approximately \$15,835,078 in response costs as of December of 2004, and anticipates that it will incur additional costs of approximately \$2 million in order to complete implementation of response activities at the Site.

18. Pursuant to a State Superfund Contract, the State has incurred response costs by contributing toward the costs of the remedial action at the Site. The State has incurred a total of approximately \$1.2 million as of December of 2004, excluding interest and enforcement costs.

19. County of Suffolk represents to EPA that: (a) 82 Milbar Blvd., Inc., the record owner of the Property, has failed since 1986 to pay real property taxes and as of December of 2004, has an outstanding property tax obligation (including penalties and interest) to County of Suffolk of \$554,758, and has executed a

written waiver of its right to redeem, pursuant to the Suffolk County Tax Act; (b) County of Suffolk has a lien against the Property for these unpaid real property taxes, penalties, and interest; and (c) pursuant to the Suffolk County Tax Act, County of Suffolk intends to acquire title to the Property as a result of the failure of the owner to pay such taxes.

20. County of Suffolk represents to EPA and the State that in 1989, the County took a tax deed to the Property, which tax deed was abandoned pursuant to Suffolk County Resolution No. 1126-1989, by Instrument of Abandonment of Claim Under Tax Title, recorded in L 10999 CP323. County of Suffolk also represents to EPA and the State that except as stated herein, it has had no previous involvement with the Site except in its governmental capacity (for example, as a County with a lien on the Property for unpaid real property taxes, penalties, and interest associated with the Property).

21. The Auction Purchaser represents to EPA and the State that it has had no previous involvement with the Site, and has never been affiliated in any manner with 82 Milbar Blvd., Inc., Circuitron Corporation, or any of their predecessors, successors, officers, directors, employees, or shareholders.

IV. AUCTION OF PROPERTY AND PAYMENT

22. County of Suffolk agrees that:

a. i. for a period of five (5) years from the effective date of this Agreement, County of Suffolk shall not sell Property unless and until the Auction Purchaser has signed and become bound by this Agreement;

ii. notwithstanding anything to the contrary in this Agreement, this Agreement shall terminate in the event that:

(1) a contract of sale for the Property has not been entered into by Auction Purchaser within this five (5) year period, or

(2) if a contract of sale has been entered into, the Property has not been conveyed to Auction Purchaser within a period of six (6) years from the effective date of this Agreement;

b. i. promptly after this Agreement becomes effective, County of Suffolk shall use its reasonable, best efforts to market and enter into a contract for the sale of the

Property via a County of Suffolk surplus property public auction, pursuant to the Suffolk County Tax Act. County of Suffolk shall continue to make such efforts until the Property is sold, or five (5) years have elapsed from the effective date of this Agreement, whichever is earlier;

ii. the initial upset price or minimum bid price for the Property shall be established by County of Suffolk, in consultation with the EPA, pursuant to County of Suffolk laws and policies, but in any case shall not be less than \$200,000;

iii. pursuant to County of Suffolk laws and policies, the Director of the Suffolk County Division of Real Estate, Department of Planning, may lower the upset price for the Property at subsequent auctions as shall be necessary and appropriate to effectuate the sale of such parcel, but in any case the upset price at each such auction shall be at least 85% of the upset price at the preceding auction;

iv. "reasonable, best efforts" shall be construed to include:

(1) conducting a public auction at least one time per year during the five (5) years; and

(2) reasonable marketing efforts prior to the auction in County of Suffolk's customary manner of marketing such property;

v. "reasonable, best efforts" shall not be deemed to include the commencement of legal action or proceedings by County of Suffolk to obtain a judicial remedy (such as an action to clear or quiet title, to remove an encumbrance or other similar types of actions, where the Auction Purchaser cannot obtain title insurance from a New York State title insurance company, or an action to compel specific performance), but shall be deemed to include the preparing and signing by the County of Suffolk of a contract of sale and the closing documents for the Property; the Parties hereto understand that County of Suffolk will take title to the Property pursuant to the Suffolk County Tax Act and is authorized to sell the same, subject to a requirement that County of Suffolk's successor is able to obtain New York State title insurance; furthermore, the Parties understand that County of Suffolk's sale of title to the Property is subject to any existing defects, limitations, or encumbrances on County of Suffolk's title based on its tax deed;

vi. any of the time periods set forth in subparagraphs a. and b. of this Paragraph 22 may be extended by mutual written agreement of the parties hereto.

c. County of Suffolk shall include as conditions precedent for the closing of title of the Property that the purchaser: i. become a signatory to this Agreement at the time of closing of title; and ii. make the payments to EPA and the State described in Paragraph 23;

d. County of Suffolk shall sign and deliver to EPA the Easement and Declaration of Restrictive Covenants required by Paragraph 28 as a condition precedent to the closing of title;

e. County of Suffolk shall within ten (10) days after the public auction referred to above, provide written notice to EPA and the State, of the amount of the successful auction bid for the Property, if any, and the name and address of the successful bidder;

f. County of Suffolk shall within ten (10) days following signature thereon by both Settling Respondents, provide to EPA and the State a copy of the proposed contract of sale for the Property, such contract to be conditioned on the approval of the Suffolk County Legislature;

g. County of Suffolk shall, not less than thirty (30) days before the scheduled closing of title to the Property, or as soon as practicable for any adjourned closing, provide written notice to EPA and the State of the time and place for said closing and afford EPA and the State the opportunity to attend the closing; and

h. County of Suffolk shall acquire title to the Property immediately prior to conveying it to the Auction Purchaser, provided, however, that the County of Suffolk reserves all of its rights to terminate the auction sale contract pursuant to any applicable laws, regulations, or policies.

23. a. In consideration of and in exchange for the United States' Covenant Not to Sue in Section VIII herein and the release of the CERCLA Section 107(l) lien and waiver of the CERCLA Section 107(r) lien in Paragraph 33, Auction Purchaser and County of Suffolk agree that Auction Purchaser shall pay to EPA eighty percent (80%) of Auction Purchaser's final bid price for the Property at the County of Suffolk public auction. Auction Purchaser shall make the payment required by this subparagraph at the time of the closing of title to the Property from County of

Suffolk to Auction Purchaser, in the form of a certified check or checks made payable to "EPA Hazardous Substance Superfund." Settling Respondents shall deliver the check or checks to a representative of the EPA Region II Office of Regional Counsel present at the closing. The certified check or checks shall reference EPA Region II, EPA Docket number CERCLA-02-2005-2002, Site/Spill identification number 02-1E, and the name and address of Auction Purchaser. Notice of payment shall be sent to those persons listed in Section XV (Notices and Submissions) and to:

Chief, Financial Management Branch
U.S. Environmental Protection Agency, Region II
290 Broadway, 29th Floor
New York, NY 10007-1866

The total amount to be paid to EPA by Auction Purchaser pursuant to this subparagraph shall be deposited in the Circuitron Site Special Account within the EPA Hazardous Substance Superfund, to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

b. In consideration of and in exchange for the State's Covenant Not to Sue in Section VIII herein, Auction Purchaser and County of Suffolk agree that Auction Purchaser shall pay to the State ten and a half percent (10.5%) of Auction Purchaser's final bid price for the Property at the Suffolk County public auction. Auction Purchaser shall make the payment required by this subparagraph at the time of the closing of title to the Property from County of Suffolk to Auction Purchaser, in the form of a certified check or checks made payable to the "State of New York." Settling Respondents shall deliver the check or checks to a representative of NYSDEC present at the closing.

c. Auction Purchaser will pay nine and a half percent (9.5%) of the final bid price to County of Suffolk in consideration of the transfer of title to the Property in accordance with instructions given to the Auction Purchaser by County of Suffolk.

24. Amounts due and owing pursuant to the terms of this Agreement but not paid in accordance with the terms of this Agreement shall accrue interest at the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), compounded on an annual basis.

Such EPA-approved or State-approved structures shall not be deemed to violate this Paragraph or the Easement and Declaration of Restrictive Covenants filed herewith.

27. a. County of Suffolk shall execute and place an Easement and Declaration of Restrictive Covenants intended to run with the land in perpetuity and to apply to all assignees, successors, lessees, and sublessees of the Property. The Easement and Declaration of Restrictive Covenants shall be in the form attached hereto as Appendix 3, shall burden the Property, and shall benefit the United States. Reference to the Easement and Declaration of Restrictive Covenants shall be contained in the County of Suffolk's Contract of Sale and Deed to Auction Purchaser in form of the notice required by such Easement.

b. County of Suffolk shall notify prospective Auction Purchasers regarding the requirements in this Agreement by attaching a copy of this Agreement to the Auction Booklet, with the terms regarding the upset price (subparagraphs 22(b)(ii) and (iii) hereof) redacted. Entry into the requirements of this Agreement shall be a term and condition of the sale.

c. Auction Purchaser shall reference the Easement and Declaration of Restrictive Covenants in all instruments of conveyance as required by the Easement and Declaration of Restrictive Covenants.

d. Auction Purchaser shall ensure that a copy of this Agreement is provided to any current lessee or sublessee on the Property as of the date Auction Purchaser acquires title to the Property from County of Suffolk.

28. This Agreement, the Easement and Declaration of Restrictive Covenants, and County of Suffolk's Deed to Auction Purchaser shall be recorded by County of Suffolk, either prior to, simultaneous with, or as soon as possible after the closing of the Property except that the Easement and Declaration of Restrictive Covenants shall be recorded after County of Suffolk's tax deed to the Property and prior to County of Suffolk's Deed to Auction Purchaser. County of Suffolk will provide EPA with a certified copy of the recorded Easement (showing the County Clerk's recording stamps) within thirty (30) days of such recording. The Auction Purchaser shall bear the cost of any recording stamps or fees.

29. Settling Respondents acknowledge and agree that the remedial action infrastructure as built and presently situated on the Property as described in Paragraph 16 and shown on Appendix 2

V. ACCESS/NOTICE TO SUCCESSORS IN INTEREST

25. Commencing upon the date of their respective acquisitions of title to the Property and continuing during their respective periods of ownership, County of Suffolk and Auction Purchaser each agrees to provide to EPA and NYSDEC and their authorized officers, employees, representatives, and all other persons performing response actions under EPA or NYSDEC oversight, an irrevocable right of access at all reasonable times to the Property and to any other property to which access is required for the implementation of response actions at the Site, to the extent access to such other property is controlled by County of Suffolk or Auction Purchaser, for the purposes of performing and overseeing response actions at the Site under federal and state law. EPA and NYSDEC agree to provide reasonable notice to Settling Respondents Suffolk County and Auction Purchaser of the timing of response actions to be undertaken at the Property. Notwithstanding any provision of this Agreement, EPA and NYSDEC retain all of their access authorities and rights, including enforcement authorities related thereto, under CERCLA, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. ("RCRA"), and any other applicable statute or regulation, including any amendments thereto.

26. Settling Respondents recognize that the implementation of response actions at the Site may interfere with Settling Respondents' use of the Property, and may require full or partial closure of Settling Respondents' operations or activities at the Property. Commencing upon the date of their respective acquisitions of title to the Property and continuing during their respective periods of ownership, Suffolk County and Auction Purchaser each agrees: a. to refrain from using the Property in any manner that would interfere with or adversely affect the integrity or protectiveness of the remedial measures being implemented by EPA or NYSDEC at the Site; and b. to cooperate fully with EPA or NYSDEC in the implementation of response actions at the Site and not to interfere with such response actions. EPA and NYSDEC agree, consistent with their responsibilities under applicable law, to use reasonable efforts to minimize any interference with the operations or activities of Auction Purchaser and/or County of Suffolk by such entry and response. The Auction Purchaser or any successor shall be permitted, with EPA's or NYSDEC's advance consent, to install surface and sub-surface drainage structures (including drywells) to provide on-Site stormwater drainage, if such structures will not interfere with the existing Site infrastructure, and if they are required by local government bodies for use of the Property.

shall remain in the exclusive control of the United States or the State. Within a reasonable period of time after the termination, pursuant to Paragraph 49, of Auction Purchaser's obligations under this Section V, the United States or the State will decommission by dismantling, demolishing, removing, backfilling, and/or abandoning in place the remedial infrastructure at the United States' own cost. The United States or the State will consult with and notify the Auction Purchaser, or its transferee or assignee, prior to decommissioning infrastructure at the Site.

VI. DUE CARE

30. Settling Respondents shall exercise due care at the Site with respect to the Existing Contamination and shall comply with all applicable local, state, and federal laws and regulations. In the event a Settling Respondent becomes aware of any action or occurrence which causes or threatens a release of hazardous substances, pollutants or contaminants at or from the Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, during the time such Settling Respondent owns title to the Property, such Settling Respondent shall immediately take all appropriate action to prevent, abate, or minimize such release or threat of release, and shall, in addition to complying with any applicable notification requirements under Section 103 of CERCLA, 42 U.S.C. § 9603, or any other law, immediately notify the EPA and the State personnel listed in Paragraph 47 below of such release or threatened release. County of Suffolk's actions undertaken pursuant to this Paragraph shall not be deemed to constitute participation in management or participation in development of the Site.

VII. CERTIFICATION

31. By entering into this Agreement, each Settling Respondent certifies that to the best of its knowledge and belief, it has fully and accurately disclosed to EPA all information known to such Settling Respondent and all information in the possession or control of its officers, directors, employees, contractors, and agents which relates in any way to any Existing Contamination or any past or potential future release of hazardous substances, pollutants or contaminants at or from the Site, or to such Settling Respondent's qualifications for this Agreement. Each Settling Respondent also certifies that to the best of its knowledge and belief it has not caused or contributed to a release or threat of release of hazardous substances or pollutants or contaminants at or from the Site. If the United States determines that information provided by a

Settling Respondent is not materially accurate and complete, the Agreement, within the sole discretion of the United States, shall be null and void as to such Settling Respondent and the United States and the State reserve all rights they may have as to such Settling Respondent. The Agreement shall, however, remain in effect as to the complying party.

VIII. UNITED STATES' AND STATE'S COVENANT NOT TO SUE, RELEASE,
AND WAIVER

32. a. Subject to the Reservation of Rights in Section IX of this Agreement, upon County of Suffolk's acquisition of the Property pursuant to this Agreement, the United States covenants not to sue or take any other civil or administrative action against County of Suffolk and its departments and agencies for any and all civil liability for injunctive relief or reimbursement of response costs pursuant to Sections 106 or 107(a) of CERCLA, 42 U.S.C. §§ 9606 or 9607(a), with respect to the Existing Contamination. Subject to the Reservation of Rights in Section IX of this Agreement, upon County of Suffolk's acquisition of the Property pursuant to this Agreement, the State covenants not to sue or take any other civil or administrative action against County of Suffolk and its departments and agencies for any and all civil liability for injunctive relief or reimbursement of response costs pursuant to State law and Section 107(a) of CERCLA, 42 U.S.C. §9607(a), with respect to the Existing Contamination.

b. Subject to the Reservation of Rights in Section IX of this Agreement, upon payment to EPA of the amount specified in Paragraph 23.a. of this Agreement, the United States covenants not to sue or take any other civil or administrative action against Auction Purchaser for any and all civil liability for injunctive relief or reimbursement of response costs pursuant to Sections 106 or 107(a) of CERCLA, 42 U.S.C. §§ 9606 or 9607(a), with respect to the Existing Contamination. Subject to the Reservation of Rights in Section IX of this Agreement, upon payment to the State of the amount specified in Paragraph 23.b. of this Agreement, the State covenants not to sue or take any other civil or administrative action against Auction Purchaser for any and all civil liability for injunctive relief or reimbursement of response costs pursuant to State law and Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), with respect to the Existing Contamination.

33. Subject to the Reservation of Rights in Section IX of this Agreement, upon payment of the amount specified in Section IV (Auction of Property and Payment), EPA agrees to release the

CERCLA Section 107(l) lien against the Property, and waive any lien or right to perfect any lien it may have on the Property now and in the future under Section 107(r) of CERCLA, 42 U.S.C. § 9607(r), for costs incurred or to be incurred by EPA in responding to the release or threat of release of hazardous substances that were disposed of at the Site before either Settling Respondent acquired ownership of the Property. Subject to the Reservation of Rights in Section IX of this Agreement, upon payment of the amount specified in Section IV (Auction of Property and Payment), NYSDEC agrees to release the right to perfect a lien and waives any lien it may have on the Property now and/or in the future for costs incurred or to be incurred by the State in responding to the release or threat of release of hazardous substances that were disposed of at the Site before either Settling Respondent acquired ownership of the Property.

IX. RESERVATION OF RIGHTS

34. a. The covenants not to sue set forth in Section VIII above do not pertain to any matters other than those expressly specified in Section VIII (United States' and State's Covenant Not to Sue).

b. The United States and the State reserve and this Agreement is without prejudice to all rights against County of Suffolk with respect to all other matters, including but not limited to, the following:

i. claims based on a failure by County of Suffolk to meet a requirement of this Agreement, including but not limited to Section IV (Auction of Property and Payment), Section V (Access/Notice to Successors in Interest), Section VI (Due Care), and Section XIV (Payment of Costs and Performance of Other Obligations);

ii. any liability resulting from past or future releases of hazardous substances, pollutants or contaminants, at or from the Site caused or contributed to by County of Suffolk, its assignees, lessees, or sublessees;

iii. any liability resulting from exacerbation by County of Suffolk, its assignees, lessees, or sublessees, of Existing Contamination;

iv. any liability resulting from the release or threat of release of hazardous substances, pollutants or contaminants at the Site, not within the definition of Existing Contamination;

v. criminal liability;

vi. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessment incurred by Federal agencies, other than EPA, or by the State; and

vii. liability for violations by County of Suffolk of applicable local, state, or Federal law or regulations.

c. No provision of this Agreement shall be construed to impose liability on County of Suffolk and its officers, employees, departments, and agencies for any noncompliance with any requirement of this Agreement which is applicable solely to Auction Purchaser.

d. The United States and State reserve and this Agreement is without prejudice to all rights against Auction Purchaser with respect to all matters not expressly specified in Section VIII, including but not limited to, the following:

i. claims based on a failure by Auction Purchaser to meet a requirement of this Agreement, including but not limited to Section IV (Auction of Property and Payment), Section V (Access/Notice to Successors in Interest), Section VI (Due Care), and Section XIV (Payment of Costs and Performance of Other Obligations);

ii. any liability resulting from past or future releases of hazardous substances, pollutants or contaminants, at or from the Site caused or contributed to by Auction Purchaser, its successors, assignees, lessees, or sublessees;

iii. any liability resulting from exacerbation by Auction Purchaser, its successors, assignees, lessees, or sublessees, of Existing Contamination;

iv. any liability resulting from the release or threat of release of hazardous substances, pollutants or contaminants at the Site, not within the definition of Existing Contamination;

v. criminal liability;

vi. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessment incurred by Federal agencies, other than EPA, or by the State; and

vii. liability for violations by Auction Purchaser of applicable local, state, or Federal law or regulations.

35. With respect to any claim or cause of action asserted by the United States and/or by the State against either or both of the Settling Respondents, such Settling Respondent(s) shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributable solely to Existing Contamination.

36. Nothing in this Agreement is intended as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States or the State may have against any person, firm, corporation, or other entity not a party to this Agreement or not bound by this Agreement pursuant to Section XI (Parties Bound/Transfer of Covenant).

37. Nothing in this Agreement is intended to limit the right of EPA or NYSDEC to undertake future response actions at the Site or to seek to compel parties other than Settling Respondents (and persons who become bound by this Agreement pursuant to Paragraphs 41-43 below) to perform or pay for response actions at the Site. Subject to Paragraph 32 hereof, nothing in this Agreement shall in any way restrict or limit the nature or scope of response actions which may be taken or be required by EPA in exercising its authority under Federal law or by the State in exercising its authority under Federal or State law. County of Suffolk and Auction Purchaser acknowledge that additional response actions are required at the Property.

X. SETTLING RESPONDENTS' COVENANT NOT TO SUE

38. In consideration of the United States' and the State's covenants not to sue in Section VIII of this Agreement, Settling Respondents hereby covenant not to sue and not to assert any claims or causes of action against the United States and/or the State, their authorized officers, employees, or representatives with respect to this Agreement, any response actions selected by EPA or response costs incurred by EPA or the State with respect to the Site, or the Existing Contamination, including but not limited to, any direct or indirect claims for reimbursement from the Hazardous Substance Superfund established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507, through CERCLA Sections 106(b)(2), 111, 112, 113, or any other provision of law, any claim against the United States or the State, including any department, agency or instrumentality of the United States or the State, under CERCLA Sections 107 or 113 related to the Site, or

any claims arising out of response activities at or in connection with the Site, including claims based on EPA's or NYSDEC's oversight of such activities or approval of plans for such activities, or any claims arising out of the Easement. Nothing in this Paragraph shall limit County of Suffolk's ability to apply pursuant to Section 123 of CERCLA, 42 U.S.C. § 9623, for reimbursement of the costs of temporary emergency measures at the Site, if any.

39. Settling Respondents reserve, and this Agreement is without prejudice to, actions against the United States or the State based on negligent actions taken directly by the United States or the State, not including oversight or approval of Settling Respondents' plans or activities, that are brought pursuant to any statute other than CERCLA or RCRA and for which the waiver of sovereign immunity is found in a statute other than CERCLA or RCRA. Nothing herein shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. Part 300.700(d).

XI. PARTIES BOUND/TRANSFER OF COVENANT

40. This Agreement shall apply to and be binding upon the United States and the State, and shall apply to and be binding upon Settling Respondents, their departments, agencies, officers, directors, and employees. The United States' and the State's covenants not to sue in Section VIII and the contribution protection in Section XIX shall apply to Settling Respondents' officers, directors, and employees to the extent that the alleged liability of the officer, director, or employee is based on his status and in his capacity as an officer, director, or employee of a Settling Respondent. County of Suffolk's entry into this agreement has been approved by Resolution No. _____ of the Suffolk County Legislature.

41. Notwithstanding any other provisions of this Agreement, and subject to Paragraph 43 below, all of the rights, benefits, and obligations conferred upon Settling Respondents under this Agreement may be assigned or transferred to any assignee, transferee, lessee, or sublessee that fully complies with Paragraph 42 below.

42. In the event of an assignment or transfer of the Property or any portion thereof or an assignment or transfer of an interest in the Property or any portion thereof, including a lease or sublease, other than the initial conveyance to Auction Purchaser by County of Suffolk, the assignor or transferor shall continue to be bound by all the terms and conditions, and subject to all the benefits, of this Agreement except as EPA (in

consultation with the State) and the assignor or transferor agree otherwise and modify this Agreement, in writing, accordingly. Moreover, prior to or simultaneous with any assignment or transfer of the Property or any portion thereof, the assignee or transferee shall provide notice of the transaction to EPA and the State. That notice shall include the assignee's or transferee's consent in writing to be bound by the terms of this Agreement including but not limited to Sections V (Access/Notice To Successors-In-Interest), VI (Due Care), VII (Certification), X (Settling Respondents' Covenant Not to Sue), XI (Parties Bound/Transfer of Covenant), XIII (Document Retention), and XIV (Payment of Costs and Performance of Other Obligations), in order for the covenants not to sue in Section VIII to be available to that party. The covenants not to sue in Section VIII shall not be effective with respect to any assignees or transferees who fail to provide such written consent to EPA and the State.

43. Notwithstanding Paragraphs 40-42, the rights and benefits of this Agreement, including but not limited to, the covenants not to sue in Section VIII, shall not be effective with respect to any assignee, transferee, lessee, or sublessee who was, at any time prior to the effective date of this Agreement, in one of the categories of persons described in Section 107(a)(1)-(4) of CERCLA, 42 U.S.C. § 9607(a)(1)-(4), with respect to the Property.

XII. DISCLAIMER

44. This Agreement in no way constitutes a finding by EPA or the State as to the risks to human health and the environment which may be posed by contamination at the Property or the Site nor constitutes any representation by EPA or the State that the Property or the Site is fit for any particular purpose.

XIII. DOCUMENT RETENTION

45. Auction Purchaser agrees to retain and make available to EPA all business and operating records, contracts, Site studies and investigations, and documents relating to operations at the Property, for at least ten (10) years following the effective date of this Agreement unless otherwise agreed to in writing by the Auction Purchaser and EPA. At the end of ten years, Auction Purchaser shall notify EPA of the location of such documents and shall provide EPA with an opportunity to copy any documents at EPA's own cost.

XIV. PAYMENT OF COSTS AND PERFORMANCE OF OTHER OBLIGATIONS

46. If a Settling Respondent fails to comply with a term of

this Agreement applicable to that Settling Respondent, such Settling Respondent shall be liable for all litigation and other enforcement costs incurred by the United States and/or the State to enforce this Agreement or otherwise obtain compliance.

XV. NOTICES AND SUBMISSIONS

47. a. All notices and documents required to be submitted to EPA under this Agreement shall be sent to the following addressees:

New York/Caribbean Superfund Branch
Office of Regional Counsel
United States Environmental Protection Agency
290 Broadway, 17th Floor
New York, New York 10007-1866
Attention: Circuitron Corporation Site Attorney

New York Remediation Branch
Emergency and Remedial Response Division
United States Environmental Protection Agency
290 Broadway, 20th Floor
New York, New York 10007-1866
Attention: Circuitron Corporation Site Project Manager

b. All notices and documents required to be submitted to the State under this Agreement shall be sent to the following addresses:

Robert Emmet Hernan, Esq.
Assistant Attorney General
New York State Department of Law
Environmental Protection Bureau
120 Broadway
New York, NY 10271-0332

Denise D'Ambrosio, Esq.
New York State Department of Environmental Conservation
Division of Environmental Enforcement
Eastern Field Unit
200 White Plains Road, 5th Floor
Tarrytown, New York 10591-5805

c. All notices and documents required to be submitted to the County of Suffolk under this Agreement shall be sent to the following addresses:

Suffolk County Department of Planning
Division of Real Estate
H. Lee Dennison Building - 4th Floor
100 Veterans Memorial Highway
P. O. Box 6100
Hauppauge, NY 11788
Attention: Patricia Zielenski, Director

Suffolk County Department of Law
H. Lee Dennison Building - 6th Floor
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, NY 11788
Attention: Christine Malafi, Suffolk County Attorney

XVI. EFFECTIVE DATE

48. The effective date of this Agreement shall be the date upon which EPA issues written notice to County of Suffolk that EPA has fully executed the Agreement after review of and response to any public comments received.

XVIII. TERMINATION OF OBLIGATIONS CONCERNING ACCESS
AND NOTICE TO SUCCESSORS IN INTEREST

49. If any Party believes that any or all of the obligations under Section V (Access/Notice to Successors in Interest) are no longer necessary to ensure compliance with the requirements of the Agreement, that Party may request in writing that the other Parties agree to terminate the provisions establishing such obligations; provided, however, that the provisions in question shall continue in force unless and until the Party requesting such termination receives written agreement from the other Parties to terminate such provisions.

XIX. CONTRIBUTION PROTECTION

50. With regard to claims for contribution against either Settling Respondent, the Parties hereto agree that each Settling Respondent is entitled to protection from contribution actions or claims as provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2), for matters addressed in this Agreement. The matters addressed in this Agreement are all response actions taken or to be taken and response costs incurred or to be incurred by the United States, the State, or any other person for the Site with respect to the Existing Contamination.

51. Each Settling Respondent agrees that with respect to any suit or claim for contribution brought by such Settling

Respondent for matters related to this Agreement it will notify the United States in writing no later than sixty (60) days prior to the initiation of such suit or claim.

52. Each Settling Respondent also agrees that with respect to any suit or claim for contribution brought against it for matters related to this Agreement the Settling Respondent against whom such complaint has been brought will notify in writing the United States within ten (10) days of service of the complaint on such Settling Respondent.

XX. APPENDICES

53. The following Appendices are attached to and made a part of this Agreement:

a. Appendix 1 is the legal description of the Property.

b. Appendix 2 are maps and drawings depicting the Site and the remedial action infrastructure as built and presently situated.

c. Appendix 3 sets forth the form of the Easement and Declaration of Restrictive Covenants required pursuant to Paragraph 27.

XXI. PUBLIC COMMENT

54. This Agreement shall be subject to a thirty (30) day public comment period, after which EPA may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations which indicate that this Agreement is inappropriate, improper, or inadequate.

XXII. GRATUITIES

55. Auction Purchaser represents and warrants that it has not offered or given any gratuity to any official, employee, or agent of County of Suffolk or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

XXIII. AUTHORITY OF SIGNATORIES

56. Each undersigned representative of the Parties certifies that he or she is fully authorized by the party represented to enter into the terms and conditions of this Agreement and to execute and legally bind that party to it.

57. Auction Purchaser hereby certifies that, other than the funds provided in this Agreement and other valid Agreements with County of Suffolk, there is no known personal business, commercial, professional, economic, or financial relationship between County of Suffolk and Auction Purchaser, the County of Suffolk's and the Auction Purchaser's signatories to this Agreement, and any partners, members, directors, or shareholders of more than five per cent (5%) of either County of Suffolk or Auction Purchaser.

IT IS SO AGREED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

BY:

William McCabe
William McCabe
Acting Director
Emergency & Remedial Response
Division
Region II

July 18, 2005
Date

UNITED STATES DEPARTMENT OF JUSTICE
BY:

Kelly A Johnson

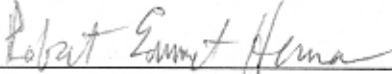
Kelly A. Johnson
Acting Assistant Attorney General
Environment and Natural
Resources Division

8/16/05

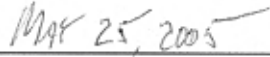
Date

THE STATE OF NEW YORK

BY:



Robert Emmet Hernan
Assistant Attorney General
New York State Department of Law
Environmental Protection Bureau
120 Broadway
New York, NY 10271-0332



Date

COUNTY OF SUFFOLK

BY: Paul Sabatino II
Paul Sabatino II
Chief Deputy County Executive

Date: 7/1/2008

APPROVED:
SUFFOLK COUNTY DEPARTMENT OF PLANNING

BY: Thomas A. Isles
Thomas A. Isles
Director

Date: 6-23-05

RECOMMENDED:
SUFFOLK COUNTY DEPARTMENT OF PLANNING,
DIVISION OF REAL ESTATE

BY: Patricia B. Zielenski
Patricia Zielenski
Director

Date: 6-23-2005

APPROVED AS TO LEGALITY:
CHRISTINE MALAFI,

SUFFOLK COUNTY ATTORNEY

BY: Jennifer B. Kohn
Jennifer B. Kohn
Assistant County Attorney

Date: 6/29/05

STATE OF NEW YORK)
) ss.:
COUNTY OF SUFFOLK)

On the 1 day of July, in the year 2005, before me, the undersigned, personally appeared

PAUL SABATINO II

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Terry Maccarrone

Signature and Office of Individual Taking Acknowledgment

TERRY MACCARRONE
Notary Public - State of New York
No. 01MA6075403
Qualified in Suffolk County
Commission Expires June 3, 2006

SETTLING RESPONDENT AUCTION PURCHASER

BY:

Name of Settling Respondent

Date

Signature

Printed Name of Signatory

Title

Appendix 1

Legal Description of the Property

Legal Description of Real Property (SCTM 110-36-1-7.1)

Parcel 1:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Babylon, County of Suffolk and State of New York Being, bounded and described as follows:

BEGINNING at a point on the Southerly side of a road known and designated as Milbar Boulevard as shown on plan of proposed road (Milbar Boulevard) made by Harold R. Bausch dated March 24th, 1960 and which map is filed in the office of the Clerk of the County of Suffolk on June 3rd, 1960 as Map No. A160, and which point of beginning is distant 718.72 feet easterly measured along the southerly side of Milbar Boulevard from the easterly end of a curve connecting the southerly side of Milbar Boulevard with the easterly side of Broad Hollow Road, also known as New York State Route #110; running

THENCE south 88 degrees 54 minutes 50 seconds east along the southerly side of Milbar Boulevard 100 Feet;

THENCE south 1 degree 05 minutes 10 seconds West 186.93 feet to land now or formerly of Philip A. Schmitt;

THENCE north 85 degrees 46 minutes 30 seconds west along said land 100.15 feet;

THENCE north 1 degree 05 minutes 10 seconds East 181.45 feet to the southerly side of Milbar Boulevard at the point or place of BEGINNING.

For Information Only: Sometimes known as 82 Milbar Boulevard, Farmingdale, New York

Parcel 2:

ALL that certain plot, piece or parcel of land, situate, lying and being At Lower Melville, in the Town of Babylon, County of Suffolk and State of New York Being, bounded and described as follows:

BEGINNING at a point on the Southerly side of Road known and designated as Milbar Boulevard as shown on plan of proposed road (Milbar Boulevard) made by Harold R. Bausch, dated July 1957, and revised August 24, 1957 and June 10th, 1958, and which map is intended to be filed in the Office of the Clerk of the County of Suffolk distant 818.72 feet Easterly from the Easterly end of the curve connecting the Southerly side of said Milbar Boulevard with the Easterly side of Broadhollow Road, also known as New York State Route No. 110;

RUNNING THENCE South 88 degrees 54 minutes 50 seconds East along the Southerly side of said Milbar Boulevard 55 Feet;

THENCE South 1 degree 05 minutes 10 seconds West 189.95 Feet to Land of Philip Schmitt;

THENCE North 85 degrees 46 minutes 30 seconds West along said land 55.08 feet; and

RUNNING THENCE North 1 degree 05 minutes 10 seconds East 186.93 feet to the Southerly side of said Milbar Boulevard the point or place of BEGINNING.

For Information Only: Sometimes known as 90 Milbar Boulevard, Farmingdale, New York

Parcel 3:

ALL that certain plot, piece, or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Lower Melville, in the Town of Babylon, County of Suffolk and State of New York, bounded and described as follows:

BEGINNING at a point on the Southerly side of a road known and designated as Milbar Boulevard as shown on plan of proposed road (Milbar Boulevard) made by Harold R. Bausch, dated July 1957 and revised August 24, 1957 and June 10, 1958 and which map is intended to be filed in the Office of the Clerk of the County of Suffolk distant 873.72 feet Easterly from the Easterly end of the curve connecting the Southerly side of said Milbar Boulevard with the Easterly side of Broadhollow Road, also known as New York State Route #110;

RUNNING THENCE South 88 degrees 54 minutes 50 seconds East along the Southerly side of said Milbar Boulevard 55 feet;

THENCE South 1 degree 05 minutes 10 seconds West 192.96 feet to land of Philip Schmitt;

THENCE North 85 degrees 46 minutes 30 seconds West along said land 55.08 feet; and

THENCE North 1 degree 05 minutes 10 seconds East 189.95 feet to the Southerly side of said Milbar Boulevard, the point or place of BEGINNING.

For Information Only: Sometimes known as 94 Milbar Boulevard, Farmingdale, New York.

Appendix 2

Maps and Drawings Depicting the Site and the Remedial Action
Infrastructure as Built and Presently Situated

1st Page: Site Plan

2nd Page: Drywell Locations

3rd Page: Monitoring Well Locations

4th Page: Yard Piping and Electrical Layout

5th Page: Yard Piping Trench Sections