

STATE OF NEW YORK: DEPARTMENT OF ENVIRONMENTAL CONSERVATION

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In the Matter of the  
Implementation of a Remedial  
Investigation, Feasibility Study and  
Implementation of a Remedial Program  
for an Inactive Hazardous Waste  
Disposal Site, Under Article 27,  
Title 13, of the Environmental  
Conservation Law of the State  
of New York by

ORDER ON  
CONSENT

FILE NO.  
R4-0539-88-02

AMPHENOL CORPORATION, as successor to  
BENDIX CORPORATION,

Respondent.

Boiler Room Site

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WHEREAS:

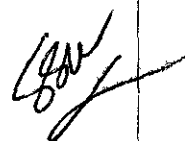
1. The New York State Department of Environmental Conservation (hereinafter the "Department" or "DEC") is responsible for the enforcement of Article 27, Title 13, of the Environmental Conservation Law of the State of New York (hereinafter "ECL") entitled, "Inactive Hazardous Waste Disposal Sites" and Article 17 of the ECL entitled "Water Pollution Control."

2. The Bendix Corporation was a business corporation created under the laws of the State of Delaware, the controlling interest in which was acquired by Allied Corporation, effective January 31, 1983.

3. The Amphenol Corporation, is the successor in interest to the Bendix Connector Operations Division of Allied Corporation which was the successor in interest to the Bendix Corporation. In contemplation of the sale of its Amphenol

Products Division which included the Bendix Connector Operations, Allied Corporation established its Amphenol Products Division as a separate operating subsidiary in December of 1986. Pursuant to an Assignment and Subscription Agreement dated December 1986, Amphenol Corporation agreed to assume all of the liabilities of the former Amphenol Products Division of Allied Corporation including certain environmental liabilities of the former Bendix Connector Operations in Sidney, New York. Prior to June 2, 1987, Amphenol Corporation was owned by Allied Corporation. On June 2, 1987 the business and assets of Amphenol Corporation were acquired through a stock merger by LPL Investment Group. Allied Corporation has agreed for a period of seven years following the acquisition to indemnify Amphenol for a portion of environmental liabilities that arise out of events, conditions or circumstances of which they are put on notice that occurred or existed prior to June 2, 1987.

4. The Bendix Corporation existed and was doing business in the State of New York until its merger into Allied Corporation on April 1, 1985. Allied Corporation is a business corporation created and existing under the laws of the State of New York and doing business in the State of New York. The Bendix Corporation formerly owned and operated a facility known as Bendix Electrical Components Division and Bendix Engine Products Division (hereinafter "Facility") located in the Village of Sidney, County of Delaware, State of New York, at which it manufactured various electrical components and engine



products, respectively, using industrial chemicals in its operations.

5. After the merger of the Bendix Corporation into Allied Corporation, the Facility became known as the Bendix Connector Operations of Amphenol Products, a division of Allied Corporation.

6. Pursuant to ECL Section 27-1313(3), whenever the Commissioner of the Department "finds that hazardous wastes at an inactive hazardous waste disposal site constitutes a significant threat to the environment, he may order... any person responsible for the disposal of hazardous wastes at such site (a) to develop an inactive hazardous waste disposal site remedial program, subject to the approval of the Department, at such site, and (b) to implement such program within reasonable time limits specified in the Order."

7. Pursuant to Article 17 of the ECL, certain provisions and public policy are set forth regarding water pollution control within the State of New York.

8. Section 17-0301 of the ECL outlines the jurisdiction of the Department, its authority, powers, and duty with respect to the setting and maintaining of standards of quality and purity of the waters of New York State. Part 703 of Title 6 of the Official Compilation of Codes, Rules and Regulations of the State of New York (hereinafter "6 NYCRR") has been adopted and promulgated pursuant to such statutory authority.



9. 6 NYCRR Part 703 (hereinafter "Part 703") sets forth Groundwater Classifications, Quality Standards and Effluent Standards and/or Limitations for the groundwaters of New York State.

10. Section 703.5 of Part 703 sets forth the classes and quality standards for groundwaters. Class GA waters are fresh groundwaters found in the saturated zone of unconsolidated deposits and consolidated rock or bed rock. The best usage of Class GA waters is as a source of potable water.

11. Section 703.5(a)(2) of Part 703 sets forth the quality standards applicable to Class GA waters.

12. The groundwater under and around Respondent's "Site" is Class GA water as that term is defined in Section 703.5(a)(1) of 6 NYCRR.

13. The Bendix Corporation owned and operated a manufacturing plant in the Village of Sidney, County of Delaware, State of New York which manufactures various electrical components.

14. In its manufacturing process Respondent has generated waste oils and organic solvents. These waste oils and organic solvents are hazardous wastes as that term is defined in Section 27-1301(1) of the ECL and Parts 360 and 371 of 6 NYCRR.

15. In a document entitled "Investigation of Sub-Surface Oil Near The Plant Boiler Room" prepared by Environmental Resources Management for Bendix Corporation and dated April 22, 1985 it was determined that volatile organic compounds were

detected in the groundwater, under the "Boiler Room" and adjacent areas ("the Site") in concentrations which exceeded groundwater standards set forth in Part 703 of 6 NYCRR. This document is incorporated herein by reference.

A map of the Site is attached hereto as Appendix "A".

16. The Department alleges and Respondent denies that the hazardous and industrial wastes, hazardous waste constituents and toxic degradation products thereof at and in the vicinity of the Site and those migrating and/or threatening to migrate from the Site constitute a significant threat to the environment.

17. The Department alleges and Respondent denies that the Site is an inactive hazardous waste disposal site used by the Bendix Corporation, as that term is defined in Section 27-1301(2) of the ECL, and that the hazardous wastes at the Site constitute a significant threat to the environment pursuant to Article 27, Title 13 of the ECL.

18. The Department alleges, and Respondent denies, that the past waste disposal activities of the Bendix Corporation associated with the Site constitute a significant threat to the environment.

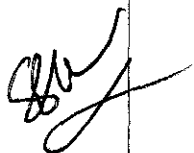
19. The Department and Respondent acknowledge that the goal of this Order shall be implementation, by the continued voluntary action of Respondent, of an inactive hazardous waste disposal site remedial program, as that term is defined in ECL Section 27-1301(3), for the Site. The goal of the remedial

program shall be to abate and mitigate, in a cost-effective manner and to the extent practicable, any significant threat to human health or the environment.

20. Respondent, without admitting the Department's allegations made herein, has waived its right to a hearing for purposes of entering into this Order as provided by law, and has consented to the issuance and entry of this Order and Respondent and Department agree to be bound by the provisions, terms and conditions hereof.

NOW, having considered this matter and being duly advised, IT IS ORDERED THAT:

I. All investigations, proposals, reports, plans, and supplements and revisions thereto required by this Order shall address both on-Site and off-Site contamination caused by the disposal of hazardous and industrial wastes at and in the vicinity of the Site, and shall be prepared, designed and executed in accordance with Requisite Technology. As used in this Order, Requisite Technology means accepted engineering, scientific and construction principles and practices which (a) are technologically and economically feasible, and (b) will most effectively identify and mitigate to the extent practicable any present or potential future threat to the environment posed by the past disposal of hazardous and industrial wastes at and in the vicinity of the Site.



The failure of Respondent to submit or undertake a proposal, report, field investigation, construction program plan or any supplement or revision thereof pursuant to this Order shall constitute a violation of this Order.

II. As used herein, "hazardous wastes" shall mean hazardous wastes as defined in ECL Section 27-1301 and Section 371.4 of 6 NYCRR.

III. Within 30 days after the effective date of this Order, Respondent shall submit to the Department a Work Plan for a Remedial Investigation/Feasibility Study.

All site investigations completed prior to this Order will be accepted by the Department for inclusion into the required Remedial Investigation/Feasibility Study Work Plan.

The Work Plan shall address all elements of a Remedial Investigation/Feasibility Study as set forth in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sections 9601 et seq., as amended ("CERCLA"), the current National Contingency Plan ("NCP") and the USEPA draft guidance document entitled "Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA" dated March 1988, and any subsequent revisions thereto in effect prior to the submittal of the Work Plan. The Work Plan shall include a health and safety plan for the protection of persons at and in the vicinity of the Site during the performance of the Remedial Investigation which shall be prepared in accordance with 29 C.F.R. Section 1910 by a

certified health and safety professional. A Quality Assurance/Quality Control Plan shall also be included.

IV. The Department shall notify Respondent in writing of its approval or disapproval of the Work Plan. If the Department approves the Work Plan, Respondent shall perform the Remedial Investigation/Feasibility Study in accordance with it. If the Department disapproves the Work Plan, the Department shall notify Respondent in writing of the Department's objections.

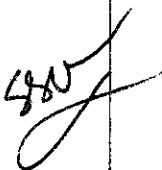
Within 45 days after receipt of notice of disapproval, Respondent shall revise the Work Plan in accordance with the Department's specific comments and submit a revised Work Plan.

The Department shall notify Respondent in writing of its approval or disapproval of the revised Work Plan. If the Department approves the revised Work Plan, Respondent shall perform the Remedial Investigation/Feasibility Study in accordance with the Work Plan.

If the Department disapproves the revised Work Plan, the Department shall notify the Respondent, in writing, of the Department's objections, and the Department and Respondent shall resolve their dispute pursuant to paragraph XXXVI which sets forth a dispute resolution procedure.

The approved Work Plan shall be attached as Appendix "B" and incorporated into this Order.

V. In accordance with the time schedule contained in the approved Work Plan, Respondent shall perform the Remedial Investigation and submit a Remedial Investigation Report.





During the Remedial Investigation, Respondent shall have on-Site a full time representative who is qualified to inspect the work. The Report shall include all data generated and all other information obtained during the Remedial Investigation and shall provide all of the assessments and evaluations set forth in CERCLA and the current NCP, and identify any additional data that must be collected. The Report shall include a certification by Respondent's consultant that all activities that comprised the Remedial Investigation were performed in full accordance with the approved Work Plan.

VI. The Department reserves the right to require a modification and/or an amplification and expansion of the Remedial Investigation and Report by Respondent if the Department determines, as a result of reviewing data generated by the Remedial Investigation or as a result of reviewing any other data or facts, that further work is necessary.

VII. After receipt of the Report, the Department shall determine if the Remedial Investigation was conducted and the Report prepared in accordance with the Work Plan and this Order, and shall notify Respondent in writing of its approval or disapproval of the Report.

If the Department disapproves the Report, the Department shall notify Respondent in writing of the Department's objections.

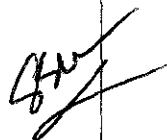
Respondent shall revise the Report and/or reperform or supplement the Remedial Investigation in accordance with the

Department's specific comments and shall submit a revised Report. The period of time within which the Report must be revised or the Remedial Investigation reformed or supplemented shall be specified by the Department in its notice of disapproval. After receipt of the revised Report, the Department shall notify the Respondent in writing of its approval or disapproval of the revised Report.

If the Department disapproves the revised Report, the Department shall notify the Respondent, in writing, of the Department's objections, and the Department and Respondent shall resolve their dispute pursuant to paragraph XXXVI which sets forth a dispute resolution procedure.

The approved Report shall be attached as Appendix "C" and incorporated into this Order.

VIII. Within 90 days after receipt of the Department's approval of the Report, Respondent shall submit a Feasibility Study evaluation of on-Site and off-Site remedial actions to eliminate, to the maximum extent practicable, all health and environmental hazards and potential hazards attributable to the Site. The Feasibility Study shall be prepared and certified by an engineer licensed to practice by the State of New York, who may be an employee of Respondent, or an individual or member of a firm which is authorized to offer engineering services in accordance with Article 145 of the New York State Education Law. The Feasibility Study shall be performed in a manner that is consistent with CERCLA, as amended, the current NCP and the



USEPA draft guidance document entitled, "Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA," dated October 1988, and any subsequent revisions thereto in effect prior to the submittal of the Feasibility Study.

IX. After receipt of the Feasibility Study, the Department shall determine if the Feasibility Study was prepared in accordance with this Order, and shall provide written notification of its approval or disapproval.

If the Department disapproves the Feasibility Study, the Department shall notify Respondent in writing of the Department's objections. Within 45 days after receipt of notice of disapproval, Respondent shall revise the Feasibility Study in accordance with the Department's specific comments and submit a revised Feasibility Study. After receipt of the revised Feasibility Study, the Department shall notify Respondent in writing of its approval or disapproval of the revised Feasibility Study.

If the Department disapproves the revised Feasibility Study, the Department shall notify the Respondent, in writing, of the Department's objections, and the Department and Respondent shall resolve their dispute pursuant to paragraph XXXVI which sets forth a dispute resolution procedure.

The approved Feasibility Study shall be attached as Appendix "D" and incorporated into this Order.

X. Within sixty (60) days after the Department's approval of the Feasibility Study, the Department shall solicit public

comment on the Remedial Investigation/Feasibility Study and the recommended remedial program in accordance with CERCLA, the NCP, and any relevant Department policy and guidance documents in effect at the time the public comment period is initiated. After the close of the public comment period, the Department shall select a final remedial program for the Site in a Record Decision ("ROD"). The ROD shall be attached as Appendix "E."

XI. Within ninety (90) days after the ROD is signed, or within such greater period as the Department may allow for good cause shown, Respondent shall submit to the Department a Remedial Design (the "Remedial Design") prepared in accordance with the ROD. The Remedial Design shall be prepared and certified by an engineer licensed to practice by the State of New York, who may be an employee of Respondent, or an individual or member of a firm which is authorized to offer engineering services in accordance with Article 145 of the New York State Education Law. The Remedial Design shall include, but not be limited to, the following:

A. A description of the means of effectuating the technology(ies) selected by the Approved Feasibility Study, which collectively constitute the Remedial Program ("Remedial Program"), and the quality control and quality assurance procedures and protocols to be applied to construction, to include but not be limited to:

1. collection, treatment, and disposal of contaminated groundwater, leachate, soil and air;

2. physical security and posting of the Site;
3. health and safety of persons living and/or working at, or in the vicinity of, the areas being remediated;
4. quality control and quality assurance procedures and protocols to be applied to Remedial Program construction operations;
5. integrated air monitoring on and off-site during implementation of the Remedial Program.

B. "Contract-ready" documents for the construction of the elements of the Remedial Program, including plans and specifications prepared and certified by a licensed professional engineer registered in the State of New York, which shall satisfy all applicable state and federal laws and rules and regulations;

C. A time schedule for construction of the elements of the Remedial Program;

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

E. A description of the maintenance and monitoring activities, procedures and protocols to be undertaken during the period commencing upon completion of the construction of the elements of the Remedial Program, including a provision for submission to the Department of periodic monitoring reports;

F. An evaluation of the need to take measures to provide for the health and safety of human beings residing at and adjacent to the Site during a thirty-year (30) period following completion of the implementation of the remedial program, and a plan for the implementation of such measures.

XII. Within sixty (60) days after its receipt of the Remedial Design, the Department shall determine if the Remedial Design was prepared in accordance with the terms, provisions and conditions of this Order and shall provide written notification of its approval or disapproval.

If the Department disapproves the Remedial Design, the Department shall notify Respondent in writing of the Department's objections. Within thirty (30) days after its receipt of notice of disapproval, Respondent shall revise the Remedial Design and shall submit to the Department a Remedial Design which has been revised in accordance with the Department's objections (the "Revised Remedial Design").

Within thirty (30) days after its receipt of the Revised Remedial Design, the Department shall determine if the Revised Remedial Design is in accordance with the terms, provisions and conditions of this Order, and shall provide written notification to Respondent of its approval or disapproval of the Revised Remedial Design. If the Department disapproves the Revised Remedial Design, the Department shall notify Respondent, in writing, of the Department's objections, and the Department and Respondent shall resolve their dispute

pursuant to Paragraph XXXVI which sets forth a dispute resolution procedure.

The Remedial Design or the Revised Remedial Design, whichever is approved by the Department, shall become incorporated in and made a part of this Order, and shall be attached hereto as Appendix "F". Such Remedial Design shall hereafter be referred to as the "Approved Remedial Design," and Respondent shall implement the Remedial Program in accordance with it. Respondent must obtain prior approval from the Department before deviating from the Approved Remedial Design in any way.

During activities necessary for the implementation of the Remedial Program, Respondent shall have on-site a full-time representative who is qualified to inspect the work being performed.

XIII. Within such period as may be allowed therefor by the Approved Remedial Design, Respondent shall complete implementation of the Remedial Program ("construction") pursuant to the Approved Remedial Design. Within forty-five (45) days after completion of construction, Respondent shall submit to the Department as-built drawings, a final engineering report regarding the completed construction in a format developed by Respondent, and a certification that construction was completed in accordance with the Approved Remedial Design, all certified by a professional engineer licensed to practice by the State of New York, or an individual or member of a firm which is

authorized to offer engineering services in accordance with Article 145 of the New York State Education Law.

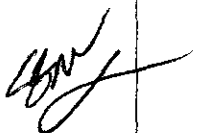
XIV. Within forty-five (45) days after receipt of the as-built drawings, final engineering report and certification, the Department shall review the same and provide written comments to Respondent.

In the event the Department finds that the construction is not completed pursuant to the Approval Remedial Design, the Department shall resolve its dispute with Respondent pursuant to Paragraph XXXVI herein.

If the Department acknowledges that the implementation is complete and in accordance with the Approved Remedial Design, then, except as provided in paragraphs XV, XX, XXI, XXII, XXIII, XXV, XXVI and XXVII, such acknowledgement shall constitute a full and complete satisfaction and release of each and every claim, demand, remedy or action whatsoever against Respondent, its officers and directors, which the Department has or may have pursuant to Article 27, Title 13, of the ECL relative to or arising from the disposal of hazardous and industrial waste at the Site.

This release shall inure only to the benefit of Respondent, its officers, directors and employees and its successors and assigns.

Nothing herein shall be construed as barring, diminishing, adjudicating or in any way affecting any legal or equitable rights or claims, actions, suits, causes of action or

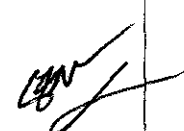




demands whatsoever that the Department or Respondent may have against anyone other than Respondent, its officers, directors and employees and its successors and assigns.

XV. For a period of 30 years from the date of the Department's written acknowledgement that Respondent has completed the implementation of the construction and other elements in accordance with the Approved Remedial Design, or for such shorter period of time as the Department reasonably determines is adequate for monitoring, Respondent shall, in accordance with the Approved Remedial Design, maintain and monitor the Site at which the elements of the Remedial Program were implemented and shall maintain existing security there in accordance with the Approved Remedial Design. During such Period, Respondent shall provide the Department with periodic monitoring reports, as set forth in the Approved Remedial Design.

XVI. The Department shall have the right to obtain for the purpose of comparative analysis "split samples" or "duplicate samples", at the Department's option, of all substances and materials sampled by Respondent pursuant to this Order. As used herein: "split samples" shall mean whole samples, divided into aliquots; "duplicate samples" shall mean multiple samples, collected at the same time from exactly the same location, using the same sampling apparatus, collected into identical containers prepared identically, filled to the same volume, and thereafter identically handled and preserved.



XVII. Respondent shall provide notice to the Department of any excavating, drilling or monitoring well sampling to be conducted pursuant to the terms of this Order at least five (5) working days in advance of such activities. Such notice shall not be required in advance if Respondent determines an emergency exists and, therefore, proceeds to excavate, drill or sample; Respondent shall notify the Department of the excavating, drilling or monitoring well as soon as possible.

XVIII. Respondent shall permit any duly designated and qualified officer, employee, consultant, contractor or agent of the Department to enter upon the Site or areas in the vicinity of the Site which may be under the control of Respondent, and any areas necessary to gain access thereto, for inspection purposes and for the purpose of making or causing to be made such sampling and tests as the Department deems necessary, and for ascertaining Respondent's compliance with the provisions of this Order.

XIX. Respondent shall use reasonable efforts to obtain whatever permits, easements, rights-of-way, rights-of-entry, approvals or authorizations which are necessary in order to perform all of Respondent's obligations pursuant to this Order.

XX. In the event that either the Department or Respondent finds that any of the material elements of the Remedial Program has failed to meet or is inconsistent with, the requirements and goals of this Order, or with the provisions of the Approved Remedial Design, one shall promptly notify the other by

telephone and in writing of such failure. Promptly upon such discovery or promptly upon its receipt of written notification from the Department of such failure, Respondent shall investigate to determine the causes therefor, shall develop a Supplementary Remedial Program (the "SRP") to correct the failure, and shall submit the SRP, which shall include a written scope of work and time schedule for implementation, to the Department, within 60 days of receipt of such written notification.

XXI. Within thirty (30) days of receipt of the SRP, the Department shall provide written notification to Respondent of its approval or disapproval of the SRP. If the Department disapproves the SRP, the Department shall notify Respondent, in writing, of the Department's objections. Within sixty (60) days after its receipt of notice of disapproval, Respondent shall revise the SRP and shall submit to the Department a revised SRP (the "Revised SRP"). Within thirty (30) days after its receipt of the Revised SRP, the Department shall provide written notification to Respondent of its approval or disapproval of the Revised SRP.

If Respondent fails to provide an SRP or Revised SRP which the Department determines to be approvable, the Department and Respondent shall resolve their dispute pursuant to paragraph XXXVI which sets forth a dispute resolution procedure.

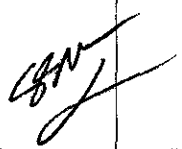
XXII. The SRP or Revised SRP, whichever is approved by the Department ("Approved SRP"), shall become incorporated herein and made a part of this Order and shall be attached hereto.

Respondent shall implement the elements of the Approved SRP.

XXIII. Within forty-five (45) days of the completion of the construction elements of the Approved SRP, Respondent shall submit to the Department As-Built drawings and shall submit certification by a professional engineer licensed to practice by the State of New York that the construction elements were completed in accordance with the Approved SRP.

XXIV. Within forty-five (45) days of receipt of the As-Built drawings, the Department will advise Respondent in writing as to whether the implementation of the construction and other elements of the SRP are complete and in accordance with the provisions of the Approved SRP. If the Department determines that the implementation of the construction or other material elements are not in accordance with the Approved SRP, the Department and Respondent shall resolve their dispute pursuant to Paragraph XXXVI herein.

If the Department acknowledges that the implementation is complete and in accordance with the Approved SRP or Approved Revised SRP, then, except as provided in paragraphs XV, XX, XXI, XXII, XXIII, XXV, XXVI and XXVII, such acknowledgement shall constitute a full and complete satisfaction and release of each and every claim, demand, remedy or action whatsoever against



Respondent, its officers and directors, which the Department has or may have pursuant to Article 27, Title 13 of the ECL. This release shall inure only to the benefit of Respondent, its officers, directors and employees, its successors and assigns, with respect to the aforesaid matter. Nothing herein shall be construed as barring, diminishing, adjudicating or in any way affecting any legal or equitable rights or claims, actions, suits, causes of action or demands whatsoever that the Department or Respondent may have against anyone other than Respondent, its officers, directors and employees, its successors and assigns.

XXV. For a period of 30 years from the date of the Department's written acknowledgement that Respondent has completed the implementation of the construction and other elements of the Approved SRP, or for such shorter period of time as the Department determines is adequate for monitoring, Respondent shall maintain and monitor the areas at which the approved SRP is implemented and shall maintain existing physical security thereat in accordance with the Approved SRP. During this Period, Respondent shall provide the Department with periodic monitoring reports, as set forth in the Approved Remedial Plan and the Approved SRP.

XXVI. A. The failure of Respondent to comply with any material provision of this Order shall constitute a default and a failure to perform an obligation under this Order.

B. Nothing contained in this Order shall be construed as barring, diminishing, adjudicating or in any way affecting (1) any legal or equitable rights or claims, actions, suits, causes of action or demands whatsoever that the Department or Respondent may have against anyone other than Respondent, its directors, officers, employees, servants, agents, successors and assigns; (2) the Department's right to enforce, at law or in equity, the terms and conditions of this Order against Respondent, its directors, officers, employees, servants, agents, successors and assigns in the event that Respondent shall fail to fulfill any of the provisions hereof; (3) the Department's right to bring any action, at law or in equity, against Respondent, its directors, officers, employees, servants, agents, successors, and assigns with respect to areas or resources that may have been affected or contaminated as a result of the release or migration of hazardous or industrial wastes at or from the Site; and (4) any legal or equitable rights, claims, actions, suits, causes of action or demands whatsoever that Respondent otherwise might have against the Department, including Respondent's right to challenge any actions the Department requires it to take that are inconsistent with this Order.

C. Any failure by the Department to review Respondent's submittals in a timely manner excuses any resulting delay by Respondent in performing its obligations under this Order.

XXVII. Nothing contained in this Order shall be construed as barring, diminishing, adjudicating or in any way affecting (1) the Department's right to enforce, at law or in equity, the terms and conditions of this Order against Respondent, its officials, employees, servants, agents, successors and assigns in the event that Respondent shall fail to satisfy any of the terms hereof or (2) the Department's right to institute proceedings in this action or in a new action (a) seeking to compel Respondent to perform additional response work at the Site or (b) seeking reimbursement of the Department's response costs, if:

A. during the period prior to the Respondent's certification of completion of the Remedial Action,

1) conditions at the Site, previously unknown to the Department, are discovered after the effective date of this Order on Consent, or

2) information is received, after the effective date of this Order on Consent

and these previously unknown conditions or this information indicates that the Remedial Action is not protective of human health and the environment;

B. during the period subsequent to the Respondent's certification of completion of the Remedial Action,

1) conditions at the Site, previously unknown to the Department, are discovered after the certification of completion by the Department, or

2) information is received after the certification of completion by the Department,

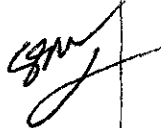
and these previously unknown conditions or this information indicates that the Remedial Action is not protective of human health and the environment.

XXVIII. Respondent shall indemnify and hold the Department, the State of New York, and their representatives and employees harmless for all claims, suits, actions, damages and costs of every name and description resulting solely from the acts or omissions, or willful violation of law, by Respondent, its directors, officers, employees, servants, agents, successors or assigns in the fulfillment or attempted fulfillment of the provisions hereof.

XXIX. The effective date of this Order shall be the date of receipt by Respondent of a copy of this Order signed by the Commissioner or his designee.

XXX. If, for any reason, Respondent desires that any provision of this Order be changed, Respondent shall make timely written application therefor to the Commissioner, setting forth reasonable grounds for the relief sought.

XXXI. Within 30 days after the effective date of this Order, Respondent shall file a Declaration of Covenants and Restrictions with the real property records of the Delaware County Clerk's Office, for the purpose of providing notice of this Order to all potential future purchasers of any portion of the Site as defined in Appendix A. Said declaration must





indicate that any successor in title to any portion of the Site shall be responsible for implementing the provisions of this Order.

Respondent shall, within thirty (30) days after filing, provide confirmation to the Department of said filing.

XXXII. In the event that Respondent proposes to convey the whole or any part of its ownership interest in the Site as defined in Appendix A, Respondent shall, not less than thirty (30) days prior to the consummation of such proposed conveyance, notify the Department in writing of the identity of the transferee and of the nature and date of the proposed conveyance. In advance of such proposed conveyance, Respondent shall notify the Transferee in writing, with a copy of the Department, of the applicability of this Order. The Department shall not interfere with a proposed conveyance provided Respondent is in substantial compliance with this Order.

XXXIII. A. All communication required hereby to be made between the Department and Respondent shall be made in writing and transmitted by United States Postal Service return receipt requested, or hand delivered to the addresses as listed hereinunder.

B. Communication to be made from Respondent to the Department shall be made as follows:

1. Two copies to the Division of Hazardous Waste Remediation, Room 209, 50 Wolf Road, Albany, New York 12233  
Attention: Michael J. O'Toole, Jr., P.E., Director.

2. Two copies to the Division of Environmental Enforcement, Room 609 50 Wolf Road, Albany, New York 12233  
Attention: David Markell, Esq., Director.

3. Two copies to Region 4, 2176 Guilderland Avenue, Schenectady, New York 12306 Attention: Jane Magee, Regional Director.

4. One copy to Chief of Surveillance and Investigation, New York State Department of Health, Tower Building, Empire State Plaza, Albany, New York.

5. One copy to the Division of Environmental Enforcement, Room 415, 50 Wolf Road, Albany, New York 12233  
Attention: Dolores A. Tuohy, Esq.

C. Communication to be made from the Department to Respondent shall be made as follows:

One copy to:

Bendix Connector Operations  
Amphenol Corporation  
40-60 Delaware Street  
Sidney, NY 18383-1395  
Attn: Manager Facilities Engineering

One copy to:

Amphenol Corporation  
358 Hall Avenue  
Wallingford, CT 06492-0384  
Attn: Director, Environmental Affairs

One copy to:

Amphenol Corporation  
358 Hall Avenue  
Wallingford, CT 06492-0384  
Attn: General Counsel



D. The Department and Respondent respectively reserve the right to designate other or different addresses on notice to the other.

XXXIV. Nothing herein shall be construed to bind any entity not specifically bound by the terms of this Order.

XXXV. The provisions hereof shall constitute the complete and entire Order between Respondent and the Department concerning the Site. No terms, conditions, understandings or agreements purporting to modify or vary the terms hereof shall be binding unless made in writing and subscribed by the party to be bound. No informal advice, guidance, suggestions or comments by the Department regarding reports, proposals, plans, specifications, schedules or any other writing submitted by Respondent shall be construed as relieving Respondent of its obligations to obtain such formal approvals as may be required by this Order.

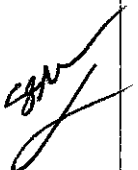
XXXVI. If there is a dispute between Respondent and the Department concerning the terms of any submittals under this Order, the matter shall be settled in accordance with the following procedures:

A. The Department and Respondent shall use their best efforts to informally and in good faith resolve all disputes or differences of opinion with respect to any matter arising under or related to this Order. If, however, disputes arise concerning this Order, which the Department and Respondent are unable to resolve informally, either the Respondent shall

present a written notice of such dispute to the Department or the Department shall present a written notice of such dispute to Respondent, which shall set forth specific points of dispute, the position of the party presenting such notices, the technical basis therefor, and any actions which that party considers necessary. Within fifteen (15) business days after receipt of such written notice, the recipient shall provide a written response to the giver of the notice setting forth the position of the recipient and the basis for the position of the recipient. During the fifteen (15) business days following receipt of the response, the parties shall meet and attempt to negotiate in good faith a resolution of their differences.

B. In the event the parties fail to resolve their differences as provided in "A," above, either party, upon written notice to the other, may request the Commissioner of Environmental Conservation to appoint an Administrative Law Judge ("ALJ"), and to hold a hearing, if appropriate, to settle the dispute. If the ALJ deems it necessary to convene a hearing, the taking of evidence shall be concluded as soon as practicable after the written request to appoint an ALJ. In all proceedings hereunder:

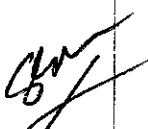
1. The parties shall be Respondent and the Department.
2. The ALJ shall have all powers conferred by 6 NYCRR Section 622.12.



3. All proceedings conducted pursuant to this paragraph shall be stenographically recorded. The Respondent shall arrange for an expedited stenographic transcript to be made within five (5) working days after conclusion of the proceeding, and for the original and two copies of the transcript to be delivered to the ALJ at the expense of the Respondent.

4. The ALJ shall prepare, no later than 20 working days after receipt of the transcript of the proceeding, a written summary of the documentation and testimony received during the proceeding and a recommended decision. The summary and recommendation shall be delivered to the Department's representative and sent by certified mail, return receipt requested, to Respondent.

5. The ALJ's recommended decision shall become the final determination of the Commissioner unless, within five (5) working days from receipt of the recommended decision, either Respondent or the Department objects in writing. Any objections shall be submitted in writing to the ALJ with a copy by Express Mail, telecopier or hand-delivery to the other party, which shall serve and file its response, if any, within 2 working days of receipt of the objection by Express Mail, telecopier or hand-delivery. Upon receipt of the objections and any response, the ALJ shall refer the matter to the Commissioner for the final determination.



6. The final determination of the Commissioner shall be made as soon as practicable after receipt of the referral by the ALJ.

7. Department and Respondent shall each have the right to pursue whatever relief may be legally available to it, at law or in equity, judicially, or otherwise, without prejudice to the right of the other party to contest same, except that Respondent shall have thirty (30) days in which to challenge the decision of the Commissioner under Article 78, Civil Practice Law and Rules.

C. During the pendency of dispute resolution procedures set forth in this section, the time period for completion of work and/or obligations to be performed under this Order, which are affected by such dispute, shall be extended for a reasonable period in which to complete the work as mutually agreed to by the parties. If the parties do not mutually agree upon a period of extension, the ALJ shall determine the duration of the extension. Elements of the work and/or obligations not affected by the dispute shall be completed in accordance with the schedule in the approved Remedial Design Report. Any time period for dispute resolution set forth herein may be extended upon agreement of the parties to this Order.

XXXVII. If any event occurs which causes or may cause delays by Respondent in the achievement of any provision of this Order, Respondent shall notify the Department in writing within ten (10) business days of the delay or on its reasonable

anticipation of such delay, as appropriate, describing the length and cause(s) of the delay or anticipated delay (hereafter "delay").

If the delay has been or will be caused by acts of God, fire, flood, earthquake, other natural disaster, adverse weather conditions, riot, strike, other labor dispute, sabotage, governmental action, failure to act or delay in acting, or any other circumstance(s) of any nature beyond the reasonable control of Respondent, the time for performance hereunder shall be extended to the extent of such delay. The burden of reasonably establishing that such cause(s) lie outside its reasonable control shall rest with Respondent (except for any delay related to governmental action, failure to act, or delay in acting). Increased costs associated with any activities Respondent is obligated to undertake pursuant to this Order shall not be a basis for extending the time period for performance under this Order. The time for performance hereunder may be extended beyond the period of such delay, upon reasonable showing by the Respondent that such extended time period is reasonably necessary.

XXXVIII. Consistent with the provisions of Article 27 of the ECL and Part 375 of 6 NYCRR, Respondent shall reimburse the Department for reasonable expenses the Department incurs in connection with this Order. Department shall supply Respondent with sufficient documentation to support those expenses along



with its statement. All costs associated with the dispute resolution process shall not be reimbursable.

(BENX.DAT)  
(Disk: C.O. #1)

A handwritten signature in the bottom right corner of the page, consisting of stylized cursive letters.



DATED: Albany, New York  
November 1, 1989

THOMAS C. JORLING  
Commissioner  
New York State Department of  
Environmental Conservation

By: Edward O. Sullivan

Edward O. Sullivan  
Deputy Commissioner  
New York State Department of  
Environmental Conservation

CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of the foregoing Order, waives its right to a hearing as provided by law, and agrees to be bound by the provisions, terms and conditions contained herein.

By: Samuel S. Walds

Title: Director, Environmental Affairs

Date: October 14, 1988

*CSM*

TO: Amphenol Corporation  
358 Hall Avenue  
Wallingford, CT 06492-0384

CORPORATE ACKNOWLEDGEMENT

STATE OF CONNECTICUT )  
COUNTY OF *New Haven* ) ss.: *Wallingford*

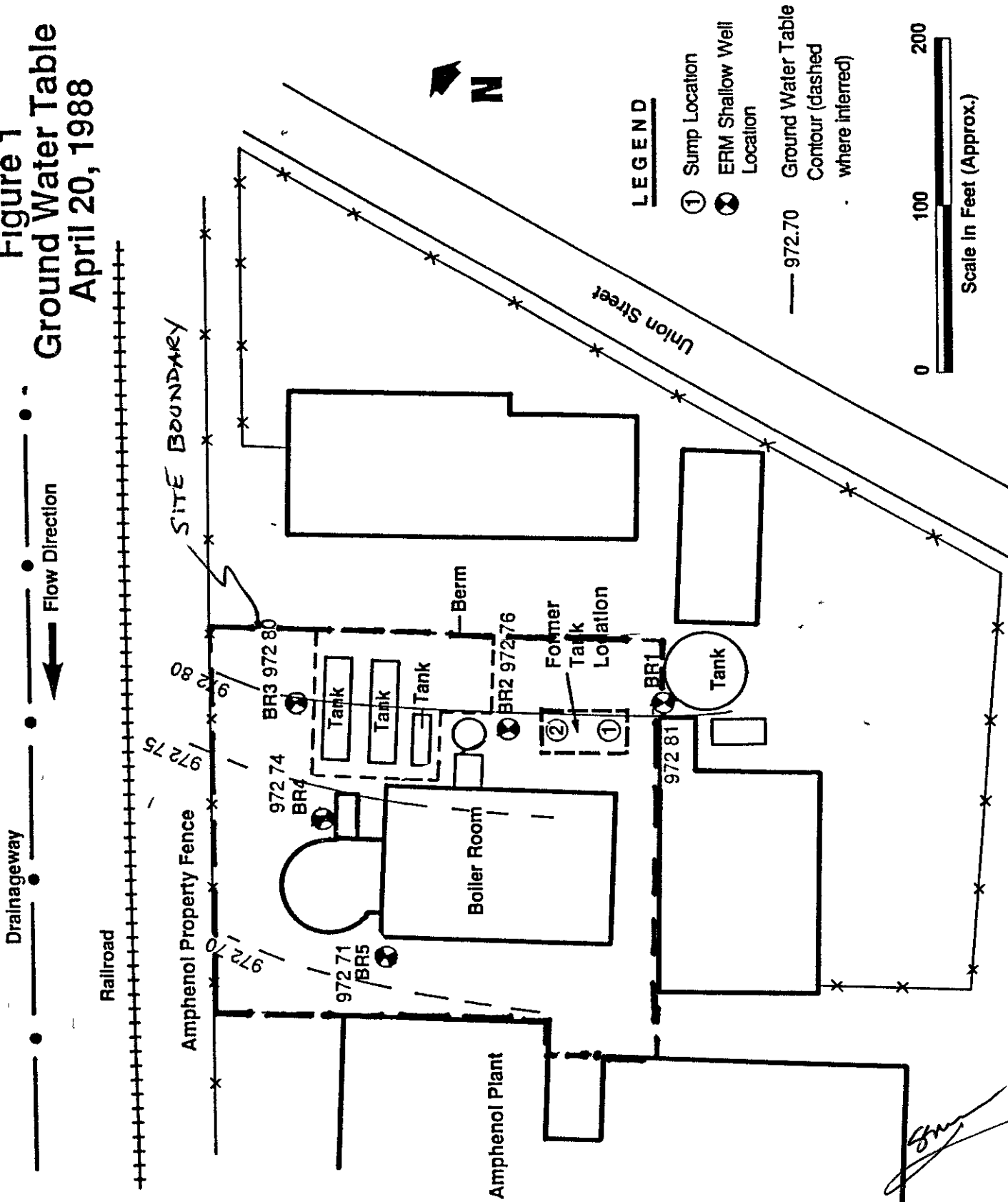
On this 14<sup>th</sup> day of October, 1988, before me personally came Samuel S. Waldo, to be known who being by me duly sworn did depose and say that he resides at Cheshire CT, that he is Director of Environmental Affairs of Amphenol Corporation, corporation described in and which executed the foregoing instrument; and the he signed his name as authorized by said corporation.

*Mary Ann Aftosmes*  
NOTARY PUBLIC

MARY ANN AFTOSMES  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 31, 1993

*[Handwritten signature]*

**Figure 1**  
**Ground Water Table**  
**April 20, 1988**



0 100 200  
Scale In Feet (Approx.)

*Sh...*  
**The ERM**