

WHEREAS, the GENERAL ELECTRIC COMPANY ("GENERAL ELECTRIC") has reported it has generated wastes which have been deposited, in approximately the amounts and types described in Schedule A attached hereto and made a part hereof, at the following sites: Ft. Miller, Patterson Road, Ft. Edward, New York ("FT. MILLER"); Old Ft. Edward, McIntyre Street, Ft. Edward, New York ("OLD FT. EDWARD"); Caputo, Ft. Edward and Bluebird Roads, Moreau, New York ("CAPUTO"); Palmer, County Route 75, Stillwater, New York ("PALMER"); Dewey Loeffel, Mead Road, Nassau, New York ("DEWEY LOEFFEL"); Kingsbury, Burgoyne Avenue, Kingsbury, New York ("KINGSBURY"); and Ft. Edward, John Street Extension, Ft. Edward New York ("FT. EDWARD"); and

WHEREAS, GENERAL ELECTRIC and the NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION (the "DEPARTMENT") share the conviction it is in the public interest to implement or provide for remedial programs to abate any significant threat that waste at such sites may pose to the environment:

1. GENERAL ELECTRIC shall perform field investigations at FT. MILLER, at OLD FT. EDWARD, at CAPUTO and at PALMER to determine each site's current condition, including, but not limited to, the hydrogeology of each site; the areal and vertical extent of wastes present at each site; the physical state of the wastes at each site; the means by which wastes have been released, may be released, have migrated or may migrate from each site; and, insofar as is reasonable in light of the goal of the remedial programs required under the provisions herein, the extent to

which wastes have been released or have migrated from each site. GENERAL ELECTRIC shall retain and, at the DEPARTMENT'S request, provide the DEPARTMENT with any data developed during such field investigation(s)

2. After completion of each field investigation, GENERAL ELECTRIC shall prepare an engineering report for each site. Each such engineering report shall include all data developed in the course of the field investigation; identify alternative remedial programs and recommend one of the alternative remedial programs; present a preliminary plan and schedule for its implementation and identify all property to which access is necessary to effect such remedial program. The goal of the remedial program shall be to abate any significant current and future releases or migration of hazardous wastes from the site. The remedial program shall include provisions for (1) maintenance and monitoring of the site, including parameters, conditions and procedures to determine the success or failure of the site's remedial program for purposes of Paragraph 10 herein; (2) collection, treatment and disposal of any leachate generated at the site, where appropriate and (3) the physical security of the site. "Maintenance" means those routine activities undertaken to ensure the continued efficacy of a remedial program. "Monitoring" means those activities undertaken to measure the effectiveness and condition of a remedial program and to ascertain whether wastes are being released or are migrating from the site.

3. GENERAL ELECTRIC shall submit the engineering report for FT. MILLER, for OLD FT. EDWARD, for CAPUTO and for PALMER to the DEPARTMENT in accordance with the following schedule:

FT. MILLER, on or before December 1, 1980;

CAPUTO, on or before December 1, 1981;

PALMER, on or before March 1, 1982;

OLD FT. EDWARD, on or before June 1, 1982.

4. (a) The DEPARTMENT shall notify GENERAL ELECTRIC of its approval of or any objections and/or proposed modifications to the engineering report for FT. MILLER, for OLD FT. EDWARD, for CAPUTO and for PALMER promptly upon, but in no event later than 60 days after, receipt of each engineering report. Promptly upon, but in no event later than 60 days after, receipt of the DEPARTMENT'S objections and/or proposed modifications, GENERAL ELECTRIC shall respond to such objections and shall revise the engineering report to include those proposed modifications which are (1) technologically feasible; (2) in accordance with sound engineering practice; and (3) reasonable and will cost an amount commensurate with the value of the environment, public health and public welfare to be protected and the goal of the remedial program to be achieved thereby.

(b) In the event that the DEPARTMENT does not notify GENERAL ELECTRIC of its approval of or any objections and/or proposed modifications to an engineering report initially submitted by GENERAL ELECTRIC within 60 days after its receipt thereof, the report shall be deemed approved for the purposes

hereof. In the event that the DEPARTMENT does not object to any part of any revised engineering report submitted by GENERAL ELECTRIC within 30 days after its receipt thereof, the revised report shall be deemed approved for the purposes hereof. Any report approved or deemed approved pursuant to this paragraph shall, thereupon, be made a part of this document.

5. Within 60 days of GENERAL ELECTRIC's receipt of the DEPARTMENT's written approval of, or within 60 days of the date the DEPARTMENT is deemed to have approved, the initial or any revised engineering report for FT. MILLER, for OLD FT. EDWARD, for CAPUTO or for PALMER, GENERAL ELECTRIC shall submit to the DEPARTMENT a final plan for implementation of the remedial program recommended therein; provided, however, that GENERAL ELECTRIC shall have no obligation to submit such final plan for implementation of a remedial program at FT. MILLER, at OLD FT. EDWARD, at CAPUTO or at PALMER and no other obligation with respect to such site(s) under any other provision herein unless the DEPARTMENT has given its written approval of GENERAL ELECTRIC initial or revised engineering report for such site(s), or the initial or revised engineering report for such site(s) has been deemed approved.

6. (a) The DEPARTMENT shall notify GENERAL ELECTRIC of its approval of or any objections and/or proposed modifications to the final plan for implementation of a remedial program at FT. MILLER, at OLD FT. EDWARD, at CAPUTO and at PALMER promptly upon, but in no event later than 60 days after, receipt of each final

plan. Promptly upon, but in no event later than 60 days after, receipt of the DEPARTMENT's objections and/or proposed modifications, GENERAL ELECTRIC shall respond to such objections and shall revise the final plan to include those proposed modifications which are (1) technologically feasible; (2) in accordance with sound engineering practice; and (3) reasonable and will cost an amount commensurate with the value of the environment, public health and public welfare to be protected and the goal of the remedial program to be achieved thereby.

(b) In the event that the DEPARTMENT does not notify GENERAL ELECTRIC of its approval of or any objections and/or proposed modifications to a final plan initially submitted by GENERAL ELECTRIC within 60 days after its receipt thereof, the final plan shall be deemed approved for the purposes hereof. In the event that the DEPARTMENT does not object to any part of any revised final plan submitted by GENERAL ELECTRIC within 30 days after its receipt thereof, the revised final plan shall be deemed approved for the purposes hereof. Any final plan approved or deemed approved pursuant to this paragraph shall, thereupon, be made a part of this document.

7. Within 12 months of GENERAL ELECTRIC's receipt of the DEPARTMENT's written approval of, or within 12 months of the date the DEPARTMENT is deemed to have approved, the final plan for implementation of a remedial program at FT. MILLER, at OLD FT. EDWARD, at CAPUTO or at PALMER, GENERAL ELECTRIC shall commence and complete the implementation of the construction elements of

the remedial program at that site; provided, however, that GENERAL ELECTRIC shall have no obligation to commence implementation of the construction elements of a remedial program at FT. MILLER, at OLD FT. EDWARD, at CAPUTO or at PALMER and no other obligation with respect to such site(s) under any other provision herein unless the DEPARTMENT has given its written approval of GENERAL ELECTRIC's final plan at such site(s), or the initial or revised final plan at such site(s) has been deemed approved.

8. Upon completion of implementation of the construction elements of the remedial program at FT. MILLER, at OLD FT. EDWARD at CAPUTO or at PALMER, including installation of any necessary monitoring equipment, GENERAL ELECTRIC shall so notify the DEPARTMENT in writing and request the DEPARTMENT certify that GENERAL ELECTRIC has satisfactorily completed the implementation of the construction elements of the remedial program at a site in accordance with the approved engineering report and final plan for implementation. Upon the DEPARTMENT's certification in writing that GENERAL ELECTRIC has satisfactorily completed the implementation of the construction elements of the remedial program at a site in accordance with the approved engineering report and final plan for implementation, the construction elements of the remedial program at that site shall be deemed complete; provided, however, that GENERAL ELECTRIC shall have no further obligations with respect to FT. MILLER, OLD FT. EDWARD, CAPUTO or PALMER under any other provision herein unless the

DEPARTMENT has given its written certification that GENERAL ELECTRIC has satisfactorily completed the implementation of the construction elements of the remedial program at such site(s) in accordance with the approved engineering report and final plan for implementation. In the event that the DEPARTMENT shall advise GENERAL ELECTRIC that all or part of the construction elements of the remedial program have not been satisfactorily completed in accordance with the approved engineering report and final plan for implementation, GENERAL ELECTRIC shall so complete such construction elements.

9. For a period of 30 years from the date of the DEPARTMENT's certification that GENERAL ELECTRIC has satisfactorily completed the implementation of the construction elements of the remedial program at FT. MILLER, at OLD FT. EDWARD, at CAPUTO or at PALMER in accordance with the approved engineering report and final plan for implementation at each site, GENERAL ELECTRIC shall maintain and monitor the site; collect, treat and dispose of any leachate generated at the site, where appropriate; and provide physical security. During the 30-year period for each site (hereinafter the "post closure period"), GENERAL ELECTRIC shall provide the DEPARTMENT with periodic monitoring reports, at the frequency set forth in the approved engineering report and the approved final plan for implementation of a remedial program at that site.

10. In the event that a remedial program at FT. MILLER, at OLD FT. EDWARD, at CAPUTO or at PALMER fails at any time prior to or during the post closure period for each site, GENERAL ELECTRIC

shall immediately notify the DEPARTMENT in writing or, in the event the DEPARTMENT first becomes aware of such failure, the DEPARTMENT shall immediately notify GENERAL ELECTRIC in writing. Immediately upon its discovery of such failure, or immediately upon its receipt of written notification from the DEPARTMENT of such failure, GENERAL ELECTRIC shall investigate to determine the cause(s) therefor; develop a supplementary remedial program to correct the failure; and submit the supplementary remedial program to the DEPARTMENT. GENERAL ELECTRIC shall retain and, at the DEPARTMENT's request, provide the DEPARTMENT with any data developed during such investigation.

11. (a) The DEPARTMENT shall notify GENERAL ELECTRIC of its approval of or any objections and/or proposed modifications to the supplementary remedial program at FT. MILLER, at OLD FT. EDWARD, at CAPUTO and at PALMER promptly upon, but in no event later than 60 days after, receipt of each supplementary remedial program. Promptly upon, but in no event later than 60 days after, receipt of the DEPARTMENT's objections and/or proposed modifications, GENERAL ELECTRIC shall respond to such objections and shall revise the supplementary remedial program to include those proposed modifications which are (1) technologically feasible; (2) in accordance with sound engineering practice; and (3) reasonable and will cost an amount commensurate with the value of the environment, public health and public welfare to be protected and the goal of the remedial program to be achieved thereby.

(b) In the event that the DEPARTMENT does not notify GENERAL ELECTRIC of its approval of or any objections and/or proposed modifications to a supplementary remedial program initially submitted by GENERAL ELECTRIC within 60 days after its receipt thereof, the supplementary remedial program shall be deemed approved for the purposes hereof. In the event that the DEPARTMENT does not object to any part of any revised supplementary remedial program submitted by GENERAL ELECTRIC within 30 days after its receipt thereof, the revised supplementary remedial program shall be deemed approved for the purposes hereof. Any supplementary remedial program approved or deemed approved pursuant to this paragraph shall, thereupon, be made a part of this document.

12. Within 12 months of GENERAL ELECTRIC's receipt of the DEPARTMENT's written approval of, or within 12 months of the date the DEPARTMENT is deemed to have approved, a supplementary remedial program at FT. MILLER, at OLD FT. EDWARD, at CAPUTO or at PALMER, GENERAL ELECTRIC shall commence and complete implementation of the construction elements of such supplementary remedial program; provided, however, that GENERAL ELECTRIC shall have no obligation to commence implementation of the construction elements of a supplementary remedial program at FT. MILLER, at OLD FT. EDWARD, at CAPUTO or at PALMER unless the DEPARTMENT has given written approval of GENERAL ELECTRIC's supplementary remedial program at such site(s), or the initial or revised supplementary remedial program at such site(s) has been deemed approved.

13. Upon completion of implementation of the construction elements of a supplementary remedial program at FT. MILLER, at OLD FT. EDWARD, at CAPUTO or at PALMER, GENERAL ELECTRIC shall so notify the DEPARTMENT in writing and request the DEPARTMENT certify that GENERAL ELECTRIC has completed the implementation of the construction elements of the supplementary remedial program at a site in accordance with the approved supplementary remedial program. Upon the DEPARTMENT's certification in writing that GENERAL ELECTRIC has satisfactorily completed the implementation of the construction elements of the supplementary remedial program at a site in accordance with the approved supplementary remedial program, the construction elements of the supplementary remedial program at that site shall be deemed complete; provided, however, that GENERAL ELECTRIC shall have no further obligations with respect to FT. MILLER, OLD FT. EDWARD, CAPUTO or PALMER under any other provision herein unless the DEPARTMENT has given its written certification that GENERAL ELECTRIC has satisfactorily completed the implementation of the construction elements of the supplementary remedial program at such site(s) in accordance with the approved supplementary remedial program. In the event that the DEPARTMENT shall advise GENERAL ELECTRIC that all or part of the construction elements of the supplementary remedial program have not been satisfactorily completed in accordance with the approved supplementary remedial program, GENERAL ELECTRIC shall so complete such construction elements.

14. In the event the cost of the construction elements of any supplementary remedial program at FT. MILLER, at OLD FT. EDWARD, at CAPUTO or at PALMER, measured in equivalent 1980 dollars, exceeds 25% of the cost, measured in equivalent 1980 dollars, of the construction elements of the remedial program at such site(s), the post closure period shall be extended for such site for 30 years. This 30-year period shall be measured from the DEPARTMENT's certification that GENERAL ELECTRIC has satisfactorily completed the implementation of the construction elements of the supplementary remedial program at such site(s) in accordance with the approved supplementary remedial program at each site.

15. (a) The DEPARTMENT shall secure a written easement or right-of-entry from each owner of record of all or part of FT. MILLER, OLD FT. EDWARD, CAPUTO and PALMER, as identified by GENERAL ELECTRIC, and from each owner of record of all or part of any property which is adjacent to FT. MILLER, OLD FT. EDWARD, CAPUTO and PALMER, also as identified by GENERAL ELECTRIC, and to which adjacent property access is necessary for GENERAL ELECTRIC to perform field investigations at each site. This easement or right-of-entry shall permit entry by GENERAL ELECTRIC for a period of 12 months to perform all field investigations necessary for the evaluation of each site and the development of alternative remedial programs.

(b) The DEPARTMENT shall provide GENERAL ELECTRIC with written evidence of its easement or right-of-entry as described

above prior to GENERAL ELECTRIC's commencement of field investigations at FT. MILLER, at OLD FT. EDWARD, at CAPUTO or at PALMER. In the event the DEPARTMENT cannot obtain the easement or right-of-entry as described above from the owner(s) of record of all or part of FT. MILLER, OLD FT. EDWARD, CAPUTO or PALMER, GENERAL ELECTRIC shall have no obligation with respect to any such site(s) under Paragraphs 1 through 14 herein. In the event the DEPARTMENT cannot obtain the easement or right-of-entry as described above from the owner(s) of record of all or part of any property which is adjacent to FT. MILLER, OLD FT. EDWARD, CAPUTO or PALMER and to which adjacent property access is necessary for GENERAL ELECTRIC to perform field investigations at such site(s), GENERAL ELECTRIC shall modify the field investigation, engineering report and final plan at such site(s) in accordance with the procedures in Paragraphs 1 through 14 herein.

16. (a) The DEPARTMENT shall secure a written easement or right-of-entry from each owner of record of all or part of FT. MILLER, OLD FT. EDWARD, CAPUTO and PALMER, as identified by GENERAL ELECTRIC in the engineering report for each site, and from each owner of record of all or part of any property which is adjacent to FT. MILLER, OLD FT. EDWARD, CAPUTO and PALMER, also as identified by GENERAL ELECTRIC in the engineering report for each site, and to which adjacent property access is necessary for GENERAL ELECTRIC to implement the remedial program for such site(s), also as identified by GENERAL ELECTRIC in the engineering report for each site. This easement or right-of-entry

shall extend to the end of the post closure period for each site and shall permit entry by GENERAL ELECTRIC for all activities necessary for implementation of the remedial program at each site.

(b) The DEPARTMENT shall provide GENERAL ELECTRIC with written evidence of its easement or right-of-entry as described above prior to GENERAL ELECTRIC's commencement of implementation of the construction elements of the remedial program at FT. MILLER at OLD FT. EDWARD, at CAPUTO or at PALMER. In the event the DEPARTMENT cannot obtain the easement or right-of-entry as described above from the owner(s) of record of all or part of FT. MILLER, OLD FT. EDWARD, CAPUTO or PALMER, GENERAL ELECTRIC shall have no obligation with respect to any such site(s) under Paragraphs 1 through 14 herein. In the event the DEPARTMENT cannot obtain the easement or right-of-entry as described above from the owner(s) of record of all or part of any property which is adjacent to FT. MILLER, OLD FT. EDWARD, CAPUTO or PALMER and to which adjacent property access is necessary for GENERAL ELECTRIC to implement the remedial program at such site(s), GENERAL ELECTRIC shall modify the remedial program at such site(s) in accordance with the procedures in Paragraphs 1 through 14 herein.

17. GENERAL ELECTRIC shall perform field investigations at DEWEY LOEFFEL, at KINGSBURY and at FT. EDWARD to determine each site's current condition, including, but not limited to, the hydrogeology of each site; the areal and vertical extent of

wastes present at each site; the physical state of the wastes at each site; the means by which wastes have been released, may be released, have migrated or may migrate from each site; and, insofar as is reasonable in light of the goal of the remedial programs required under the provisions herein, the extent to which wastes have been released or have migrated from each site. GENERAL ELECTRIC shall retain and, at the DEPARTMENT's request, provide the DEPARTMENT with any data developed during such field investigations.

18. (a) After completion of each field investigation, GENERAL ELECTRIC shall prepare an engineering report for each site. Each such engineering report shall include all data developed in the course of the field investigation; identify alternative remedial programs and recommend one of the alternative remedial programs; present a preliminary plan and schedule for its implementation; present a preliminary estimate of the costs of such implementation; and identify all property to which access is necessary to effect such remedial program. The goal of the remedial program shall be to abate any significant current and future releases or migration of hazardous wastes from the site. The remedial program shall include provisions for (1) maintenance and monitoring of the site, including parameters, conditions and procedures to determine the success or failure of the site's remedial program; (2) collection, treatment and disposal of any leachate generated at the site, where appropriate; and

(3) the physical security of the site. "Maintenance" means those routine activities undertaken to ensure the continued efficacy of a remedial program. "Monitoring" means those activities undertaken to measure the effectiveness and condition of a remedial program and to ascertain whether wastes are being released or are migrating from the site.

(b) The engineering reports for KINGSBURY and for FT. EDWARD shall also identify the remedial program which would be appropriate for each site if hazardous wastes had not been disposed there; present a preliminary plan and schedule for its implementation; and present a preliminary estimate of the costs of such implementation.

19. GENERAL ELECTRIC shall submit the engineering report for DEWEY LOEFFEL, for KINGSBURY and for FT. EDWARD to the DEPARTMENT in accordance with the following schedule:

DEWEY LOEFFEL, on or before October 1, 1981;

KINGSBURY, on or before April 1, 1982, or 12 months after waste disposal is terminated, whichever date is sooner;

FT. EDWARD, on or before October 1, 1982, or 12 months after waste disposal is terminated, whichever date is sooner.

20. (a) The DEPARTMENT shall notify GENERAL ELECTRIC of its approval of or any objections and/or proposed modifications to the engineering report for DEWEY LOEFFEL, for KINGSBURY and for FT. EDWARD promptly upon, but in no event later than 60 days

after, receipt of each engineering report. Promptly upon, but no event later than 60 days after, receipt of the DEPARTMENT's objections and/or proposed modifications, GENERAL ELECTRIC shall respond to such objections and shall revise the engineering report to include those proposed modifications which are (1) technologically feasible; (2) in accordance with sound engineering practice; and (3) reasonable and will cost an amount commensurate with the value of the environment, public health and public welfare to be protected and the goal of the remedial program to be achieved thereby.)

(b) In the event that the DEPARTMENT does not notify GENERAL ELECTRIC of its approval of or any objections and/or proposed modifications to an engineering report initially submitted by GENERAL ELECTRIC within 60 days after its receipt thereof, the report shall be deemed approved for the purposes hereof. In the event that the DEPARTMENT does not object to any part of any revised engineering report submitted by GENERAL ELECTRIC within 30 days after its receipt thereof, the revised report shall be deemed approved for the purposes hereof. Any report approved or deemed approved pursuant to this paragraph shall, thereupon, be made a part of this document.

21. Within 60 days of GENERAL ELECTRIC's receipt of the DEPARTMENT's written approval of, or within 60 days of the date the DEPARTMENT is deemed to have approved, the initial or any revised engineering report for DEWEY LOEFFEL, for KINGSBURY or for FT. EDWARD, GENERAL ELECTRIC shall submit to the DEPARTMENT a

final plan for implementation of the remedial program recommended therein; provided, however, that GENERAL ELECTRIC shall have no obligation to submit such final plan for implementation of a remedial program at DEWEY LOEFFEL, at KINGSBURY, or at FT. EDWARD and no other obligation with respect to such site(s) under any other provision herein unless the DEPARTMENT has given its written approval of GENERAL ELECTRIC's initial or revised engineering report for such site(s), or the initial or revised engineering report for such site(s) has been deemed approved.

22. (a) The DEPARTMENT shall notify GENERAL ELECTRIC of its approval of or any objections and/or proposed modifications to the final plan for implementation of a remedial program at DEWEY LOEFFEL, at KINGSBURY and at FT. EDWARD promptly upon, but in no event later than 60 days after, receipt of each final plan. Promptly upon, but in no event later than 60 days after, receipt of the DEPARTMENT's objections and/or proposed modifications, GENERAL ELECTRIC shall respond to such objections and shall revise the final plan to include those proposed modifications which are (1) technologically feasible; (2) in accordance with sound engineering practice; and (3) reasonable and will cost an amount commensurate with the value of the environment, public health and public welfare to be protected and the goal of the remedial program to be achieved thereby.

(b) In the event that the DEPARTMENT does not notify GENERAL ELECTRIC of its approval of or any objections and/or proposed modifications to a final plan initially submitted by

GENERAL ELECTRIC within 60 days after its receipt thereof, the final plan shall be deemed approved for the purposes hereof. If the event that the DEPARTMENT does not object to any part of any revised final plan submitted by GENERAL ELECTRIC within 30 days after its receipt thereof, the revised final plan shall be deemed approved for the purposes hereof. Any final plan approved or deemed approved pursuant to this paragraph shall, thereupon, be made a part of this document.

23. Within 30 days of GENERAL ELECTRIC's receipt of the DEPARTMENT's written approval of, or within 30 days of the date the DEPARTMENT is deemed to have approved, the final plan for implementation of a remedial program at DEWEY LOEFFEL, GENERAL ELECTRIC shall pay the DEPARTMENT a sum of money equal to $X(A+B+C) - D(1-X)$ where -

X = a fraction, the numerator of which shall equal the total weight of hazardous wastes, as defined under ECL §27-1301(1), generated by GENERAL ELECTRIC and disposed at DEWEY LOEFFEL; the denominator of which shall equal the sum total weight of hazardous wastes, as defined under ECL §27-1301(1), generated by GENERAL ELECTRIC and by other generators identified by the DEPARTMENT and disposed at DEWEY LOEFFEL. (The amounts and types of hazardous wastes used to calculate a value for X are described in Schedule B attached hereto and made a part hereof);

A = the cost to implement the construction elements of the remedial program at DEWEY LOEFFEL, developed in accordance with the procedures in Paragraphs 17 through 22 herein;

B = the sum of the costs of maintenance and monitoring; collection, treatment and disposal of any leachate generated at the site, where appropriate; and physical security at the site, all stated for a period of 30 years measured from completion of the construction elements of the remedial program at DEWEY LOEFFEL. (These costs shall be separately stated in the final plan provided for in Paragraph 21 herein);

C = 0; and

D = the costs incurred by GENERAL ELECTRIC in the performance of all actions required under Paragraphs 17 through 22 herein.

24. (a) The DEPARTMENT shall secure a written easement or right-of-entry from each owner of record of all or part of DEWEY LOEFFEL, as identified by GENERAL ELECTRIC, and from each owner of record of all or part of any property which is adjacent to DEWEY LOEFFEL, also as identified by GENERAL ELECTRIC, and to which adjacent property access is necessary for GENERAL ELECTRIC to perform field investigations at the site. This easement or right-of-entry shall permit entry by GENERAL ELECTRIC for a period of 12 months to perform all field investigations necessary;

for the evaluation of the site and the development of alternative remedial programs.

(b) The DEPARTMENT shall provide GENERAL ELECTRIC with written evidence of its easement or right-of-entry as described above prior to GENERAL ELECTRIC's commencement of field investigations at DEWEY LOEFFEL. In the event the DEPARTMENT cannot obtain the easement or right-of-entry as described above from the owner(s) of record of all or part of DEWEY LOEFFEL, GENERAL ELECTRIC shall have no obligation with respect to such site(s) under Paragraphs 17 through 22 herein. In the event the DEPARTMENT cannot obtain the easement or right-of-entry as described above from the owner(s) of record of all or part of any property which is adjacent to DEWEY LOEFFEL and to which adjacent property access is necessary for GENERAL ELECTRIC to perform field investigations at the site, GENERAL ELECTRIC shall modify the field investigation, engineering report and final plan at the site in accordance with the procedures in Paragraphs 17 through 22 herein.

25. Within 30 days of GENERAL ELECTRIC's receipt of the DEPARTMENT's written approval of the final plan for implementation of a remedial program at each of KINGSBURY and FT. EDWARD, GENERAL ELECTRIC shall pay the DEPARTMENT a sum of money equal to $X(A+B-C) - D(1-X)$ where -

X = a fraction, the numerator of which shall equal the total weight of hazardous wastes, as defined under ECL §27-1301(1), generated by GENERAL ELECTRIC and disposed

at each of KINGSBURY and FT. EDWARD; the denominator of which shall equal the sum total weight of hazardous wastes, as defined under ECL §27-1301(1), generated by GENERAL ELECTRIC and by other generators identified by the DEPARTMENT and disposed at each of KINGSBURY and FT. EDWARD. (The amounts and types of hazardous wastes used to calculate a value for X are described in Schedule B attached hereto and made a part hereof);

→ A = the cost to implement the construction elements of the remedial program at each of KINGSBURY and FT. EDWARD, developed in accordance with the procedures in Paragraphs 17 through 22 herein;

→ B = the sum of the costs of maintenance and monitoring at each of KINGSBURY and FT. EDWARD; collection, treatment and disposal of any leachate generated at each of KINGSBURY and FT. EDWARD, where appropriate; and physical security at each of KINGSBURY and FT. EDWARD, all stated for a period of 30 years measured from completion of the construction elements of the remedial program at each of KINGSBURY and FT. EDWARD. (These costs shall be separately stated in the final plan(s) provided for in Paragraph 21 herein);

→ C = the cost to implement the remedial program which would be appropriate at each of KINGSBURY and FT. EDWARD if hazardous wastes had not been disposed there.

(These costs shall be separately stated in the final plan(s) provided for in Paragraph 21 herein); and

D = the costs incurred by GENERAL ELECTRIC in the performance of all actions required under Paragraphs 17 through 22 herein at each of KINGSBURY and FT. EDWARD.

26. (a) The DEPARTMENT shall secure a written easement or right-of-entry from each owner of record of all or part of each of KINGSBURY and FT. EDWARD, as identified by GENERAL ELECTRIC, and from each owner of record of all or part of any property which is adjacent to each of KINGSBURY and FT. EDWARD and to which adjacent property access is necessary for GENERAL ELECTRIC to perform field investigations at each site. This easement or right-of-entry shall permit entry by GENERAL ELECTRIC for a period of 12 months to perform all field investigations necessary for the evaluation of each site and the development of alternative remedial programs.

(b) The DEPARTMENT shall provide GENERAL ELECTRIC with written evidence of its easement or right-of-entry as described above prior to GENERAL ELECTRIC's commencement of field investigations at each of KINGSBURY and FT. EDWARD. In the event the DEPARTMENT cannot obtain the easement or right-of-entry as described above from the owner(s) of record of all or part of each of KINGSBURY and FT. EDWARD, GENERAL ELECTRIC shall have no obligation with respect to such site(s) under Paragraphs 17 through 22 herein. In the event the DEPARTMENT cannot obtain the

easement or right-of-entry as described above from the owner(s) of record of all or part of any property which is adjacent to each of KINGSBURY and FT. EDWARD and to which adjacent property access is necessary for GENERAL ELECTRIC to perform field investigations at such site(s), GENERAL ELECTRIC shall modify the field investigation, engineering report and final plan at such site(s) in accordance with the procedures in Paragraphs 17 through 22 herein.

27. Not later than 15 days after the execution of this document by GENERAL ELECTRIC and the DEPARTMENT, GENERAL ELECTRIC shall post or deposit with the DEPARTMENT, a surety bond issued by a company licensed to do business in the State of New York, in a form acceptable to the DEPARTMENT, in the sum of TWO MILLION and 00/100 DOLLARS (\$2,000,000). Such surety bond shall be non-cancellable, non-diminishable, non-reducible and non-impairable for a period of 30 years. Should GENERAL ELECTRIC at any time fail to fulfill the terms hereof, the surety shall, upon demand by the DEPARTMENT, pay over to the DEPARTMENT a sufficient portion necessary to procure substitute performance of such terms; provided, however, that in no event shall such payment constitute a waiver by the DEPARTMENT of any right to relief not covered by this document.

28. (a) The DEPARTMENT's written certification that GENERAL ELECTRIC has satisfactorily completed the implementation of the construction elements of the remedial program at each of FT. MILLER, OLD FT. EDWARD, CAPUTO and PALMER respectively in

accordance with the approved engineering report and final plan for implementation at each site, as provided for in Paragraph 8 herein, shall be in full and complete satisfaction and release of each and every claim, demand, remedy or action whatsoever against GENERAL ELECTRIC, its officers, directors, employees or agents which the DEPARTMENT may have relating to or arising from GENERAL ELECTRIC's disposal of wastes at each of the sites.

(b) The DEPARTMENT's acceptance from GENERAL ELECTRIC of the sum of money for each of DEWEY LOEFFEL, KINGSBURY and FT. EDWARD respectively, as provided for in Paragraphs 23 and 25 herein, shall be in full and complete satisfaction and release of each and every claim, demand, remedy or action whatsoever against GENERAL ELECTRIC, its officers, directors, employees or agents which the DEPARTMENT may have relating to or arising from GENERAL ELECTRIC's disposal of wastes at each of the sites.

(c) Such release(s) shall inure only to the benefit of GENERAL ELECTRIC, its officers, directors, employees, agents, successors and assigns at law or in equity with respect to the aforesaid matters. Nothing herein 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 may have against anyone other than GENERAL ELECTRIC, its officers, directors, employees or agents, (2) the DEPARTMENT's right, pursuant to Paragraph 33 hereof, to enforce this document against GENERAL ELECTRIC, its officers, directors, employees, agents, successors and assigns at

law or in equity, in the event that GENERAL ELECTRIC shall fail to fulfill the terms hereof, and (3) the DEPARTMENT's right to bring any action of any kind with respect to areas or resources that may have been affected as a result of the release or migration of hazardous wastes from such site(s).

29. GENERAL ELECTRIC shall not suffer any penalty under any of the provisions, terms and conditions hereof, or be subject to any proceedings or actions for any remedy or relief, if it cannot comply with any requirements of the provisions, terms and conditions hereof because of an act of God, war, strike, riot, or other condition as to which negligence or willful misconduct on the part of GENERAL ELECTRIC was not a proximate cause; provided, however, that GENERAL ELECTRIC shall immediately notify the DEPARTMENT in writing when it obtains knowledge of any such condition and request an appropriate extension or modification of the provisions, terms and conditions hereof.

30. Within 15 days of the execution hereof, GENERAL ELECTRIC and the DEPARTMENT shall each designate a project manager and an alternate project manager who will be responsible for implementation of the provisions, terms and conditions hereof. GENERAL ELECTRIC and the DEPARTMENT shall notify each other in writing of the identity of their respective project managers and alternate project managers, and of any changes therein. Thereafter, all notices, requests, demands, approvals or other communications with respect to the provisions, terms and conditions hereof, whether or not expressly provided for herein, shall be in writing

and shall be deemed to have been duly given when and if mailed by United States certified mail, return receipt requested, postage prepaid, to GENERAL ELECTRIC COMPANY, One River Road, Schenectady, New York 12345, Attention GENERAL ELECTRIC's project manager or alternate project manager; to the DEPARTMENT OF ENVIRONMENTAL CONSERVATION, 50 Wolf Road, Albany, New York 12233, Attention the DEPARTMENT's project manager or alternate project manager.

31. The DEPARTMENT may extend GENERAL ELECTRIC's time for performance of any of the provisions, terms and conditions hereof upon GENERAL ELECTRIC's written request.

32. The provisions, terms and conditions hereof and any action or submission under or by reason of the provisions, terms and conditions hereof shall not, in any action or proceeding or litigation whatsoever, whether or not brought by the DEPARTMENT, constitute or be construed as an adjudication or finding on any issue of fact or law, or admissions by any party with respect to any issue, or be construed as, or operate as, an admission that GENERAL ELECTRIC has violated any law or regulation or otherwise committed a breach of duty at any time.

33. GENERAL ELECTRIC agrees and the DEPARTMENT has determined that this document, together with all engineering reports and final plans for implementation of remedial programs made a part hereof, shall constitute, and shall be enforceable as, an order of the Commissioner of the DEPARTMENT for purposes of Articles 17, 19 and 27 of the New York State Environmental

Conservation Law and the enforcement provisions of Article 71 applicable thereto.

34. With regard to any physical activity conducted by GENERAL ELECTRIC at any of the sites referred to in this document GENERAL ELECTRIC shall indemnify and hold the DEPARTMENT, the State of New York and their representatives and employees harmless for all claims, suits, actions, damages and costs of every name and description arising out of or resulting from the fulfillment or attempted fulfillment of the terms, provisions and conditions hereof by GENERAL ELECTRIC, its officers, directors, employees or agents, and due to the negligent acts or omissions or the willful misconduct of GENERAL ELECTRIC, its officers, directors, employees or agents.

35. The provisions, terms and conditions hereof shall be deemed to bind GENERAL ELECTRIC, its officers, directors, agents employees, successors and assigns and to constitute the entire agreement between GENERAL ELECTRIC and the DEPARTMENT concerning FT. MILLER, OLD FT. EDWARD, CAPUTO, PALMER, DEWEY LOEFFEL, KINGSBURY and FT. EDWARD.

The parties hereto have executed this document this 23rd day of September , 1980.

GENERAL ELECTRIC COMPANY

By *J. Francis Doyle*
J. Francis Doyle
Group Counsel
Turbine Business Group

DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By *Robert F. Flacke*
Robert F. Flacke

SCHEDULE A

GENERAL ELECTRIC has made several detailed submissions of data to the DEPARTMENT wherein GENERAL ELECTRIC has reported that it has generated wastes which have been deposited at the following sites in approximately the amounts set forth and the types summarized below:

<u>Site</u>	<u>Types of Waste</u>	<u>Amount (in Tons)</u>
FT. MILLER	PCB's (scrap capacitors).	1,420
OLD FT. EDWARD	PCB's (scrap capacitors).	310
CAPUTO	Scrap liquid PCB's, Triad, Dowtherm, scrap oils/liquids, sludge, and miscellaneous scrap.	452
PALMER	Chemicals: chlorinated solvents, solvents, waste oils, PCB's (monochloro- and dichlorobiphenyls only), and scrap materials not covered above (e.g., resins, paints, solids, and liquid chemicals); Sludges: heavy metal and organic chemical ; and Other wastes: PCB-contaminated solids (monochloro- and dichlorobiphenyls only).	3,000
DEWEY LOEFFEL	Chemicals: chlorinated solvents, solvents, waste oils, PCB's (monochloro- and dichlorobiphenyls only), acids and bases, and scrap materials not covered above (e.g., resins, paints, solids, and liquid chemicals);	37,530

SCHEDULE A (Cont'd.)

<u>Site</u>	<u>Types of Waste</u>	<u>Amount (in Tons)</u>
DEWEY LOEFFEL (cont'd.)	Sludges: heavy metal, organic chemicals, paint, and wet dust collector residue; and Other wastes: PCB-contam- inated solids (monochloro- and dichlorobiphenyls only).	
KINGSBURY	PCB's (scrap capacitors).	1,900
FT. EDWARD	PCB's (scrap capacitors).	850

SCHEDULE B

DEWEY LOEFFEL

The amounts and types of hazardous wastes used to calculate a value for X, as set forth in Paragraph 23 herein, are as follows:

Total weight of hazardous wastes, as defined under ECL §27-1301(1), generated by GENERAL ELECTRIC and disposed at DEWEY LOEFFEL: 37,530 tons

Sum total weight of hazardous wastes, as defined under ECL §27-1301(1), generated by GENERAL ELECTRIC and by other generators identified by the DEPARTMENT and disposed at DEWEY LOEFFEL: 46,320 tons

Types of hazardous wastes, as defined under ECL §27-1301(1), generated by GENERAL ELECTRIC and disposed at DEWEY LOEFFEL, as reported by GENERAL ELECTRIC to the DEPARTMENT:

GENERAL ELECTRIC has made several detailed submissions of data to the DEPARTMENT wherein GENERAL ELECTRIC has reported that it has generated wastes which have been deposited at DEWEY LOEFFEL in approximately the types summarized below:

Chemicals: chlorinated solvents, solvents, waste oils, PCB's (monochloro- and dichlorobiphenyls only), acids and bases, and scrap materials not covered above (e.g., resins, paints, solids, and liquid chemicals);

Sludges: heavy metal, organic chemical, paint, and wet dust collector residue; and

Other wastes: PCB-contaminated solids (monochloro- and dichlorobiphenyls only).

In the event that GENERAL ELECTRIC or the DEPARTMENT shall learn that either the total weight of hazardous wastes, as defined under ECL §27-1301(1), generated by GENERAL ELECTRIC and disposed at DEWEY LOEFFEL, or the sum total weight of hazardous wastes, as defined under ECL §27-1301(1), generated by GENERAL

SCHEDULE B (Cont'd.)

ELECTRIC and by other generators identified by the DEPARTMENT and disposed at DEWEY LOEFFEL, is different from that set forth above, then, upon an adequate demonstration of the accuracy of the newly learned weight, the figure(s) set forth above shall be adjusted accordingly. As a consequence of such adjustment, the sum of money which GENERAL ELECTRIC shall pay to the DEPARTMENT pursuant to Paragraph 23 herein shall be adjusted; provided, however, that the conditions set forth in this paragraph shall be of no effect whatsoever once GENERAL ELECTRIC has paid the aforementioned sum of money to the DEPARTMENT.

SCHEDULE B (Cont'd.)

KINGSBURY

The amounts and types of hazardous wastes used to calculate a value for X for KINGSBURY, as set forth in Paragraph 25 herein are as follows:

Total weight of hazardous wastes, as defined under ECL §27-1301(1), generated by GENERAL ELECTRIC and disposed at KINGSBURY: 1,900 tons

Sum total weight of hazardous wastes, as defined under ECL §27-1301(1), generated by GENERAL ELECTRIC and by other generators identified by the DEPARTMENT and disposed at KINGSBURY: 2,192 tons

Types of hazardous wastes, as defined under ECL §27-1301(1), generated by GENERAL ELECTRIC and disposed at KINGSBURY, as reported by GENERAL ELECTRIC to the DEPARTMENT:

GENERAL ELECTRIC has made several detailed submissions of data to the DEPARTMENT wherein GENERAL ELECTRIC has reported that it has generated wastes which have been deposited at KINGSBURY in approximately the types summarized below:

PCB's (scrap capacitors).

In the event that GENERAL ELECTRIC or the DEPARTMENT shall learn that either the total weight of hazardous wastes, as defined under ECL §27-1301(1), generated by GENERAL ELECTRIC and disposed at KINGSBURY, or the sum total weight of hazardous wastes, as defined under ECL §27-1301(1), generated by GENERAL ELECTRIC and by other generators identified by the DEPARTMENT and disposed at KINGSBURY, is different from that set forth above, then, upon an adequate demonstration of the accuracy of the newly learned weight, the figure(s) set forth above shall be adjusted accordingly. As a consequence of such adjustment, the sum of money which GENERAL ELECTRIC shall pay to the DEPARTMENT pursuant to Paragraph 25 herein shall be adjusted; provided, however, that the conditions set forth in this paragraph shall be of no effect whatsoever once GENERAL ELECTRIC has paid the aforementioned sum of money to the DEPARTMENT.

SCHEDULE B (Cont'd.)

FT. EDWARD

The amounts and types of hazardous wastes used to calculate a value for X for FT. EDWARD, as set forth in Paragraph 25 herein, are as follows:

Total weight of hazardous wastes, as defined under ECL §27-1301(1), generated by GENERAL ELECTRIC and disposed at FT. EDWARD: 850 tons

Sum total weight of hazardous wastes, as defined under ECL §27-1301(1), generated by GENERAL ELECTRIC and by other generators identified by the DEPARTMENT and disposed at FT. EDWARD: 1,080 tons

Types of hazardous wastes, as defined under ECL §27-1301(1), generated by GENERAL ELECTRIC and disposed at FT. EDWARD, as reported by GENERAL ELECTRIC to the DEPARTMENT:

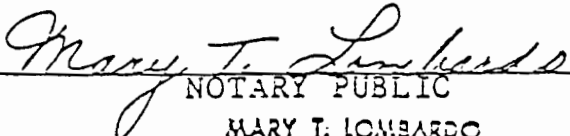
GENERAL ELECTRIC has made several detailed submissions of data to the DEPARTMENT wherein GENERAL ELECTRIC has reported that it has generated wastes which have been deposited at FT. EDWARD in approximately the types summarized below:

PCB's (scrap capacitors).

In the event that GENERAL ELECTRIC or the DEPARTMENT shall learn that either the total weight of hazardous wastes, as defined under ECL §27-1301(1), generated by GENERAL ELECTRIC and disposed at FT. EDWARD, or the sum total weight of hazardous wastes, as defined under ECL §27-1301(1), generated by GENERAL ELECTRIC and by other generators identified by the DEPARTMENT and disposed at FT. EDWARD, is different from that set forth above, then, upon an adequate demonstration of the accuracy of the newly learned weight, the figure(s) set forth above shall be adjusted accordingly. As a consequence of such adjustment, the sum of money which GENERAL ELECTRIC shall pay to the DEPARTMENT pursuant to Paragraph 25 herein shall be adjusted; provided, however, that the conditions set forth in this paragraph shall be of no effect whatsoever once GENERAL ELECTRIC has paid the aforementioned sum of money to the DEPARTMENT.

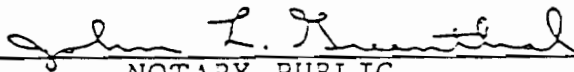
STATE OF NEW YORK)
) ss.:
COUNTY OF SCHENECTADY)

On the 23rd day of September, 1980, before me personally came J. FRANCIS DOYLE, to me known, who, being by me duly sworn, did depose and say that he is Group Counsel for the Turbine Business Group of the General Electric Company, and that he executed the foregoing instrument for and on behalf of the General Electric Company.


NOTARY PUBLIC
MARY T. LOMBARDO
Notary Public, State of New York
Qualified in Schenectady County
Commission Expires March 30, 1982

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

On the 24th day of September, 1980, before me personally came ROBERT F. FLACKE, to me known, who, being by me duly sworn, did depose and say that he is Commissioner of the Department of Environmental Conservation, and that he executed the foregoing instrument for and on behalf of the Department of Environmental Conservation by virtue of the authority in him vested as Commissioner.


NOTARY PUBLIC
JOHN L. GREENTHAL
Notary Public, State of New York
Qualified in Schenectady County
No. 4669588
Commission Expires March 30, 1982