

New York State Department of Environmental Conservation  
50 Wolf Road, Albany, New York 12233



Thomas C. Jorling  
Commissioner

April 5, 1993

Kirk R. Macfarlane  
Corporate Environmental Programs  
General Electric Company  
1 Computer Drive South  
Albany, New York 12205

Re: Former Powerex, Inc. facility - GE Auburn Site #706006

Dear Mr. Macfarlane:

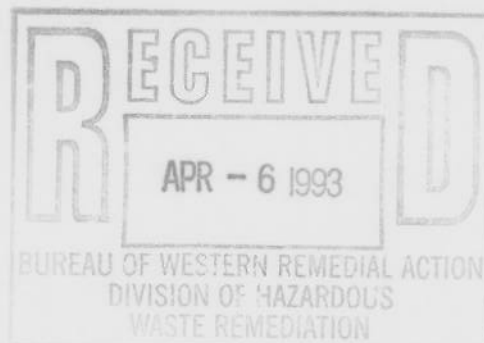
Enclosed please find a copy of the signed and executed RI/FS Order on Consent for the above referenced Site. The Order was signed on the Department's behalf on March 31, 1993.

Thank you for your cooperation. If you have any questions please call me at (518) 457-3296.

Sincerely,

Norman D. Parratt  
Division of Environmental  
Enforcement

cc: K. Kelly  
D. Foster  
C. Branaugh  
T. Fucillo



STATE OF NEW YORK: DEPARTMENT OF ENVIRONMENTAL CONSERVATION

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In the Matter of the  
Development and Implementation  
of a Remedial Investigation/Feasibility  
Study for an Inactive Hazardous Waste  
Disposal Site, Under Article 27, Title 13,  
and Article 71, Title 27 of the  
Environmental Conservation Law  
of the State of New York by  
by

ORDER  
ON  
CONSENT  
INDEX #A7-0286-92-08

General Electric Company  
Respondent.

Site Code # 706006

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WHEREAS,

1. The New York State Department of Environmental Conservation (the "Department") is responsible for enforcement of Article 27, Title 13 of the Environmental Conservation Law of the State of New York ("ECL"), entitled "Inactive Hazardous Waste Disposal Sites." This Order is entered into pursuant to the Department's authority under ECL Article 27, Title 13 and ECL Section 3-0301.
2. General Electric Company ("GE or Respondent") originally purchased the property (the "Site") where the former Powerex, Inc. facility is located in Auburn, New York in January 1951. GE manufactured a variety of electrical components, including rectifiers, printed circuit boards and semiconductors, at the Site between 1951 and January 1986. In January 1986 Powerex, Inc., a joint venture corporation purchased the Site. Powerex, Inc. manufactured high-voltage semiconductors at the Site. Powerex, Inc. ceased operations at the Site in May 1990. GE purchased the Site from Powerex, Inc. in November 1990. A map of the Site is attached as Appendix "A".

3. The Site is an inactive hazardous waste disposal site, as that term is defined at ECL Section 27-1301.2. The Site has been listed in the Registry of Inactive Hazardous Waste Disposal Sites in New York State as Site Number 7-06-006. The Department has classified the Site as a Classification "2" pursuant to ECL Section 27-1305.4.b., presenting a significant threat to public health or environment.

4. A. Pursuant to ECL Section 27-1313.3.a, whenever the Commissioner of Environmental Conservation (the "Commissioner") "finds that hazardous wastes at an inactive hazardous waste disposal site constitute a significant threat to the environment, he may order the owner of such site and/or any person responsible for the disposal of hazardous wastes at such site (i) to develop an inactive hazardous waste disposal site remedial program, subject to the approval of the Department, at such site, and (ii) to implement such program within reasonable time limits specified in the order."

B. Any person under order pursuant to ECL Section 1313(3)(a) has a duty imposed by Article 27, Title 13 to carry out the remedial program committed to under order. ECL Section 71-2705 provides that any person who fails to perform any duty imposed by Article 27, Title 13 shall be liable for civil, administrative and/or criminal sanctions.

C. The Department also has the power, inter alia, to provide for the prevention and abatement of all water, land, and air pollution. ECL Section 3-0301.1.i.

5. The Department and Respondent agree that the goals of this Order shall be (i) the development and implementation of a Remedial Investigation/Feasibility Study ("RI/FS") for the Site by Respondent under the oversight of the Department, (ii)

the development and implementation of an interim remedial program by Respondent under the oversight of the Department, and (iii) the reimbursement of the Department's administrative costs by Respondent.

6. Respondent commits to develop and implement an inactive hazardous waste disposal site remedial program at the Site.

7. The State of New York reserves its right to legally pursue any responsible party to compel participation in the development and implementation of the remedial program.

8. Respondent, having waived its right to a hearing herein as provided by law, and having consented to the issuance and entry of this Order, agrees to be bound by its terms. Respondent consents to and agrees not to contest the authority or jurisdiction of the Department to issue or enforce this Consent Order, and agrees not to contest the validity of this Order or its terms.

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

I. All activities and submittals required by this Order shall address both on-Site and off-Site contamination.

II. Respondent shall retain professional consultants, contractors, laboratories, quality assurance/quality control personnel and data validators acceptable to the Department to perform the technical, engineering and analytical

obligations required by this Order. Respondent has selected the following firms to perform the RI/FS obligations under the Order: Dunn Engineering Company and Beak Consultants Limited. Respondent has submitted the experience, capabilities and qualifications of these firms and key subcontractors and the Department has approved their use by Respondent. Should Respondent change or add firms, the experience, capabilities and qualifications of the firms or individuals selected by Respondent shall be submitted to the Department. The Department's approval of these firms or individuals shall be obtained prior to initiation of any activities for which the Respondent and such firms or individuals will be responsible.

III. Respondent has submitted to the Department the following data within its possession or control regarding environmental conditions on-site and off-site, and other information described below. The data included:

A. A brief history and description of the Site, including the types, quantities, physical state, and dates of disposal of hazardous waste at the Site;

B. The results of all previous investigations of the Site and areas in the vicinity of the Site which are set forth in the Phase I, II, III and IV reports identified below:

(1) "Results of Phase I Hydrogeologic Investigation" by Dunn Geoscience Corporation, dated February 10, 1986;

(2) "Phase II Hydrogeologic/Subsurface Contamination Investigation" by Dunn Geoscience Corporation, dated July 3, 1987;

(3) "Phase III Hydrogeologic/Subsurface Contamination

Investigation" by Dunn Geoscience Corporation, dated May 1988;

(4) "Phase IV Subsurface Investigation Report" by Dunn Geoscience Corporation, Dated September 13, 1991.

C. The information and data submitted by Respondent has been reviewed by the Department for purposes of determining whether the investigations conducted and reports submitted satisfy all the elements of a "Remedial Investigation": as set forth in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 *et seq.*, as amended ("CERCLA"), the National Contingency Plan of March 8, 1990 [40 CFR Part 300] ("NCP"), the USEPA guidance document entitled "Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA", dated October 1988, and any subsequent revisions thereto, and appropriate USEPA and Department technical and administrative guidance documents.

D. The Department has determined that Respondent has not satisfied all of the requirements of a Remedial Investigation.

E. Respondent has submitted to the Department a RI/FS Work Plan for the completion of the requirements of a Remedial Investigation and performance of a Feasibility Study ("RI/FS Work Plan").

F. The Department has approved the RI/FS Work Plan submitted by Respondent (attached hereto as Attachment B and incorporated by reference herein).

#### IV. Review of Submittals

A. (1) The Department shall review each of the submittals

Respondent makes pursuant to this Order to determine whether it was prepared, and whether the work done to generate the data and other information in the submittal was done, in accordance with this Order and generally accepted technical and scientific principles. The Department shall notify Respondent in writing of its approval or disapproval of the submittal. The provisions of this paragraph shall not apply to monthly progress reports. All Department-approved submittals shall be attached to, and shall become an enforceable part of, this Order.

(2) (a) If the Department disapproves a submittal, it shall so notify Respondent in writing and shall specify the reasons for its disapproval. Within 30 days (or such longer time period as is designated by the Department in its written notice) after receiving written notice that its submittal has been disapproved, Respondent shall make a revised submittal to the Department that addresses and resolves all of the Department's stated reasons for disapproving the first submittal.

(b) After receipt of the revised submittal, the Department shall notify Respondent in writing of its approval or disapproval. If the Department disapproves the revised submittal, Respondent shall be in violation of this Order, unless Respondent, within ten (10) days of receipt of notification of disapproval or such longer time period as may agreed to in writing by the Department , invokes the dispute resolution mechanism set forth below, and the Department may take any action or pursue whatever rights it has pursuant to any provision of statutory or common law. Respondent, to invoke the dispute resolution mechanism set forth below, shall, within ten (10) days of notification of disapproval or such longer time

period as may be agreed to in writing by the Department, serve a statement on the Department as set forth below. If the Department approves the revised submittal, it shall be incorporated into and become an enforceable part of this Order.

B. If the Department disapproves a revised submittal, the written notification shall set forth the basis of the Department's objections. Respondent may seek to discuss with the Department its disapproval of Respondent's submittal but such discussions shall not extend the time period Respondent is allowed to invoke the dispute resolution mechanism set forth below, unless an agreement in writing by the Department specifically extends such time period. To invoke the dispute resolution mechanism set forth below, Respondent shall, within such 10 day time period, serve a statement on the Department, in accordance with the following procedures:

Respondent shall serve on the Department's Director of Hazardous Waste Remediation ("the Director") a written statement of the issues in dispute, the relevant facts upon which the dispute is based, and factual data, analysis or opinion supporting its position, and all supporting documentation on which Respondent relies (hereinafter called the "Statement of Position"). The Department shall serve its Statement of Position, including supporting documentation no later than ten business (10) days after receipt of Respondent's Statement of Position. In the event that these 10-day time periods for exchange of Statements of Position may cause a delay in the work being performed under this Order, the time periods may be shortened upon and in accordance with notice by the Department as agreed to by the Respondent.

An administrative record of any dispute under this paragraph shall be



maintained by the Department. The record shall include the Statement of Position of each party served pursuant to the preceding subparagraph, and any relevant information. The record shall be available for review of all parties and the public.

Upon review of the administrative record as developed pursuant to this paragraph, the Director shall issue a final decision and order resolving the dispute.

In review by the Director of any dispute pursued under IV B of this Order, Respondent shall have the burden of proving that the Department's disapproval of a submittal is arbitrary and capricious, that the Department's decision has no substantive basis, or that the Department's decision has no basis in law.

The invocation of the procedures stated in this paragraph shall not extend, postpone, or modify Respondent's obligations under this Order with respect to any disputed items, unless and until the Department agrees or a court determines otherwise.

Should Respondent prevail in any dispute pursuant to this paragraph, Respondent shall be granted an appropriate extension, modification or postponement of obligations in dispute and other obligations dependent upon the issues in dispute.

The invocation of the procedures stated in this paragraph shall constitute an election of remedies by the party initiating the proceedings, and such election of this remedy shall constitute a waiver of any and all other remedies which may otherwise be available to that party regarding the issue in dispute. Notwithstanding the foregoing sentence, Respondent shall have those rights granted pursuant to Article 78 of the Civil Practice Law and Rules of New York (CPLR), provided that a Petition is filed within twenty (20) business days of receipt of the final decision and order issued by

the Director.

C. The Department may require Respondent to modify and/or amplify and expand a submittal if the Department determines, as a result of reviewing data generated by an activity required under this Order or as a result of reviewing any other data or facts, that further work is necessary. Respondent reserves its rights to contest such a determination under this paragraph.

V. Performance and Reporting of Remedial Investigation

A. In accordance with the time schedule contained in the approved RI/FS Work Plan, Respondent shall implement the Remedial Investigation.

B. Respondent shall perform the Remedial Investigation in accordance with the Department-approved RI/FS Work Plan.

C. During the performance of the Remedial Investigation, Respondent shall have on-Site a full-time authorized representative who is qualified to inspect the work done.

D. Within the time frame set forth in the RI/FS Work Plan, Respondent shall prepare a Remedial Investigation Report ("RI Report") that shall:

(1) include all data generated and all other information obtained during the Remedial Investigation:

(2) provide all of the assessments and evaluations set forth in CERCLA, the NCP and Department guidance documents identified in subparagraph III C above;

(3) identify any additional data that must be collected; and

(4) include a certification by the individual or firm with primary responsibility for the day to day performance of the Remedial Investigation that all activities that comprised the Remedial Investigation were performed in full accordance with the Department-approved RI/FS Work Plan.

VI. Feasibility Study

A. In accordance with the schedule in the RI/FS Work Plan, Respondent shall perform, prepare and submit a Feasibility Study evaluating 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 individual or firm licensed to offer engineering services in accordance with Article 145 of the New York State Education Law.

B. Respondent shall perform and prepare the Feasibility Study in accordance with the Department-approved RI/FS Work Plan and in a manner that is consistent with CERCLA, the NCP and the guidance documents identified in Subparagraph III C. above.

C. Respondent shall cooperate and assist the Department in soliciting public comment on the RI/FS and the recommended remedial alternative identified therein, in accordance with CERCLA and the NCP and with 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 alternative for the site in a Record of Decision ("ROD").

D. Upon the Department's written notice that Respondent has fully complied with this Order, including payment of any and all penalties and State response costs incurred and due pursuant to this Order, and that the Department has approved the Feasibility Study the Respondent shall be released from any and all requirements imposed under this Order. The Department reserves all rights it may have under State and Federal environmental law and specifically reserves its rights to require any responsible parties, including Respondent, to undertake further remedial activities at this Site.

VII. Performance and Report of Interim Remedial Measures

Respondent may propose interim remedial measures ("IRMs") for the Site on an as-needed basis. In proposing each IRM, Respondent shall submit to the Department a work plan which includes time frames for the completion of the IRM. Upon the Department's approval of such work plan, it shall be incorporated into and become an enforceable part of this Order.

IX. Reporting Requirements

Respondent shall submit to both David Foster, NYS Department of Environmental Conservation, Division of Hazardous Waste Remediation, 50 Wolf Road, Albany, New York 12233-7010 and the Regional Hazardous Waste Remediation Engineer, NYS Department of Environmental Conservation, Region 7, 615 Erie Boulevard West, Syracuse, New York 13204-2400 by the fifteenth day of every month following the effective date of this Order one copy of a written monthly progress report that: (i) describe the actions which have been taken toward achieving compliance with

this Order during the previous month; (ii) include a summary of all results of sampling and tests and all other data received or generated by Respondent or its contractors or agents in the previous month pursuant to this Order or other air, soil, groundwater or surfacewater sampling or testing unless otherwise submitted to the Department, in which case reference shall be made to such submissions; (iii) identify all work plans, reports and other deliverables required by this Order which were completed and submitted during the previous month; (iv) describe all actions, including, but not limited to, data collection and implementation of work plans, which are scheduled for the next month and provide other information relating to the progress at the Site; (v) include information regarding unresolved delays encountered or anticipated that may affect the future schedule for implementation of the Respondent's obligations under the Order, and description of efforts made to mitigate those delays or anticipated delays; (vi) include any modifications to any work plans that Respondent has proposed to the Department or that have been approved by the Department; and (vii) describe all activities undertaken in support of the Citizen Participation Plan during the previous month and those to be undertaken in the next month.

X. Violations and Penalties

A. Respondent's failure to comply with any term of this Order shall be a violation of this Order and the ECL.

B. Respondent shall not suffer any penalty under this Order or be subject to any proceeding or action, if it cannot comply with any requirement hereof because of an act of God, war, or riot. An act of God is an unforeseeable disaster

arising exclusively from natural causes which the exercise of ordinary human prudence could not have prevented. Respondent shall, within five days of when it obtains knowledge of any such condition, notify the Department in writing. Respondent shall include in such notice the measures taken and to be taken by Respondent to prevent or minimize any delays and shall request an appropriate extension or modification of this Order. Failure to give such notice in a timely manner shall constitute a waiver of any claim that a delay is not subject to penalties. Respondent shall have the burden of proving that an event is a defense to compliance with this Order pursuant to this subparagraph.

XI. Entry upon Site

Respondent hereby consents to the entry upon the Site or areas in the vicinity of the Site to which Respondent has a right of access by any duly designated employee, consultant, contractor, or agent of the Department or any State agency for purposes of oversight (including inspections, sampling and testing) to ensure Respondent's compliance with this Order.

XII. Periodic Payment's of the State's Response Costs

A. Within 30 days after receipt of an itemized invoice or 30 days after receipt of the more detailed analysis provided under subparagraph XII B (2), whichever is later, from the Department, Respondent shall pay to the Department a sum of money which shall represent reimbursement for the State's reasonable expenses including, but not limited to, direct labor, overhead, travel, analytical costs, and contractor costs incurred by the State of New York for work performed at the Site

to date, as well as for negotiating this Order, reviewing and revising submittals made pursuant to this Order, overseeing activities conducted pursuant to this Order, and collecting and analyzing samples.

B. (1) The Department shall provide Respondent with an itemized written statement of response costs incurred by the state on a State fiscal year quarterly basis. Such written statements shall contain an explanation of the response costs including the following information:

Itemization of the costs shall include an accounting of personal services indicating the employee name, title, biweekly salary, and time spent (in hours) on the project during the billing period. The Department's approved fringe benefit and indirect cost rates shall be applied. Non-personal service costs shall be summarized by category of expense (e.g., supplies, materials, travel, contractual).

(2) Respondent may request, within fifteen (15) days of receipt of the State's statement of response costs, a more detailed analysis of the itemization of State costs and the Department shall make reasonable efforts to provide the following upon request: (a) the basis upon which fringe-benefit and indirect-cost rates are applied; (b) all reasonably available documentation of travel costs; (c) all reasonably available documentation of equipment and supply costs; (d) all reasonably available documentation of contractor costs including an explanation of work performed and the costs of that work, travel costs, equipment costs, supply costs, and personnel costs, including applicable fringe-benefits and indirect-costs.

C. The State shall use reasonable efforts to provide a quarterly statement of

response costs to Respondent as soon as reasonably possible after the State's fiscal quarterly report has been generated.

D. Respondent shall pay the sum sought by the Department unless Respondent submits objections of any costs in the itemized invoice, in writing, within the 30 day time period or within fifteen (15) days of receipt of the detailed analysis, if requested, under subparagraph XII B (2). In the event that Respondent does object to any costs Respondent shall pay only the undisputed costs within that 30 day time period or further time period provided if a request is made under subparagraph XII B (2). If Respondent submits such objections, it shall meet with the Director of the Division of Hazardous Waste Remediation within 60 days of the date when its objections were submitted to discuss the costs to which it objects. The Director shall have the authority, for good cause, to relieve the Respondent of the obligation to pay any disputed costs.

Within 30 days of Respondent's meeting with the Director of the Division of Hazardous Waste Remediation Respondent shall pay to the Department a sum reimbursing all administrative costs which Respondent is then obligated to pay. Such payment shall be made by certified check payable to the Department of Environmental Conservation. Payment shall be sent to the Bureau of Program Management, Division of Hazardous Waste Remediation, N.Y.S.D.E.C., 50 Wolf Road, Albany, NY 12233.

XIII. Reservation of Rights

A. Nothing contained in this Order shall be construed as barring, diminishing, adjudicating or in any way affecting any of the Department's rights



including, but not limited to, the following:

1. the Department's right to bring any action or proceeding against anyone other than Respondent, its directors, officers, employees, servants, agents, successors, and assigns;

2. the Department's right to enforce this Order against Respondent, its directors, officers, employees, servants, agents, successors and assigns in the event Respondent fails to satisfy any of the terms hereof;

3. the Department's right to bring any action or proceeding against Respondent, its directors, officers, employees, servants, agents, successors and assigns with respect to claims for natural resources damages as a result of the release or threatened release of hazardous substances or constituents at or from the Site or areas in the vicinity of the Site;

4. the Department's right to bring any action or proceeding against Respondent, its directors, officers, employees, servants, agents, successors and assigns with respect to hazardous substances that are present at the Site or that have migrated from the Site;

5. the Department's right to bring any criminal action against the Respondent, its directors, officers, employees, servants, agents, successors and assigns;

6. the Department's right to require Respondent, its directors, officers, employees, servants, agents, successors and assigns to develop and implement IRMs for the Site; and

7. the Department's rights to gather information and enter and inspect property and premises.

B. Nothing contained in this Order shall be construed to prohibit the Commissioner or his duly authorized representative from exercising any summary abatement powers.

C. Nothing in this Order shall be construed as barring, adjudicating or in any way affecting any of Respondent's defenses against such claims, actions, proceedings, causes of action or demands.

XIV. Indemnification

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 arising out of or resulting from the fulfillment or attempted fulfillment of this Order by Respondent, its directors, officers, employees, servants, agents, successors or assigns. Said indemnification shall not include indemnification for negligence or willful misconduct on the part of the State of New York, the Department or their representatives and employees.

XV. Public Notice

A. Within 30 days after the effective date of this Order, Respondent shall file a Declaration of Covenants and Restrictions with the County Clerk to give all parties who may acquire any interest in the Site notice of this Order.

B. If Respondent proposes to convey the whole or any part of its ownership interest in the Site, Respondent shall, not fewer than 60 days prior to the

date of conveyance, notify the Department in writing of the identity of the transferee and of the nature and proposed date of the conveyance and shall notify the transferee in writing, with a copy to the Department, of the applicability of this Order.

XVI. Communications

All written communications required by this Order shall be transmitted by United States Postal Service, by private courier service, or hand delivered as follows:

Communication from Respondent shall be sent to:

1. David Foster, Division of Hazardous Waste  
Remediation  
New York State Department of Environmental  
Conservation  
50 Wolf Road  
Albany, New York 12233-7010
  
2. Director, Bureau of Environmental Exposure  
Investigation  
New York State Department of Health  
2 University Place  
Albany, New York 12203
  
3. NYS Department of Environmental Conservation

Region 7

615 Erie Boulevard West

Syracuse, New York 13204-2400

Attn: Regional Hazardous Waste Remediation Engineer

4. Albany Field Unit

NYS Department of Environmental Conservation

50 Wolf Road

Albany, New York 12233

Attn: GE Auburn Project Attorney

B. Copies of work plans and reports shall be submitted as follows:

1. Two copies to the Director, Bureau of  
Environmental Exposure Investigation.
2. Two copies to David Foster, Division of  
Hazardous Waste Remediation.
3. Three copies to Regional Hazardous Waste Remediation  
Engineer, Region 7.
4. One copy to the Albany Field Unit.

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

General Electric Company

Corporate Environmental Programs

1 Computer Drive South

Albany, New York 12205

Attn: Paul Wm. Hare

General Electric Company

Corporate Environmental Programs

1 Computer Drive South

Albany, New York 12205

Attn: Kirk R. Macfarlane

D. The Department and Respondent reserve the right to designate additional or different addressees for communication upon written notice to the other.

XVII. Miscellaneous

A. The Department shall have the right to obtain split samples, duplicate samples, or both, of all substances and materials sampled by Respondent, and the Department also shall have the right to take its own samples. The Department shall make available to Respondent the results of such sampling. Respondent shall make available to the Department the results of all sampling and/or tests or other data generated by Respondent with respect to implementation of this Order and shall submit these results in the status reports required by this Order.

B. Respondent shall notify the Department at least seven (7) working

days in advance of any field activities to be conducted pursuant to this Order.

C. Respondent shall use all reasonable efforts to obtain whatever permits, easements, rights-of-way, rights-of-entry, approvals, or authorizations are necessary to perform its obligations under this Order. If, despite its timely application and good-faith efforts, Respondent is unable to obtain such permits, easements, rights-of-way, rights-of-entry, approvals or authorizations, it shall promptly notify the Department of its inability to do so. In that event, the Department shall, consistent with its legal authority, assist Respondent in obtaining such permits, easements, rights-of-way, rights-of-entry, approvals or authorizations, and it shall grant Respondent appropriate extensions of time for its performance of its obligations under this Order. Nothing in this Order shall be construed as requiring Respondent to act in violation of applicable federal, state or local laws, regulations or ordinances.

D. Respondent and its officers, directors, agents, servants, employees, successors, and assigns shall be bound by this Order. Any change in ownership or corporate status of Respondent including, but not limited to, any transfer of assets or real or personal property shall in no way alter Respondent's responsibilities under this Order.

E. Respondent shall provide a copy of this Order to each major contractor hired to perform work required by this Order and to each person representing Respondent with respect to the Site and shall condition all contracts entered into hereunder upon performance in conformity with the terms of this Order. Respondent or its contractors shall provide written notice of this Order to all

subcontractors hired to perform any portion of the work required by this Order.

Respondent shall nonetheless be responsible for ensuring that its contractors and subcontractors perform the work contemplated herein in accordance with this Order.

F. (1) The terms hereof shall constitute the complete and entire Order between Respondent and the Department concerning the Site. No term, condition, understanding, or agreement 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, suggestion or comment by the Department regarding any report, proposal, plan, specification, schedule or any other submittals shall be construed as relieving Respondent of its obligations to obtain such formal approvals as may be required by this Order.

(2) If Respondent desires that any provision of this Order be changed, Respondent shall make timely written application, signed by the Respondent, to the Commissioner setting forth reasonable grounds for the relief sought. A copy of such written application shall be delivered or mailed to:

Albany Field Unit

NYS Department of Environmental Conservation

50 Wolf Road

Albany, New York 12233

Attn: GE Auburn Project Attorney

G. The section headings set forth in this Order are included for convenience of reference only and shall be disregarded in the construction and

interpretation of any of the provisions of this Order.

H. The effective date of this Order shall be the date it is signed by the Commissioner or his designee.

DATED: *Albany*, New York  
*March 31*, 1993

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

by *Don Hill DeBare*



CONSENT BY RESPONDENT

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

GENERAL ELECTRIC COMPANY

By: Robert W. Frantz

Robert W. Frantz

(TYPE NAME OF SIGNER)

Title: Manager and Counsel - Environmental Remediation Progr

Date: 3/17/93

CONNECTICUT  
STATE OF NEW YORK )

) s.s.:

COUNTY OF

Fairfield

Fairfield March 17, 1993

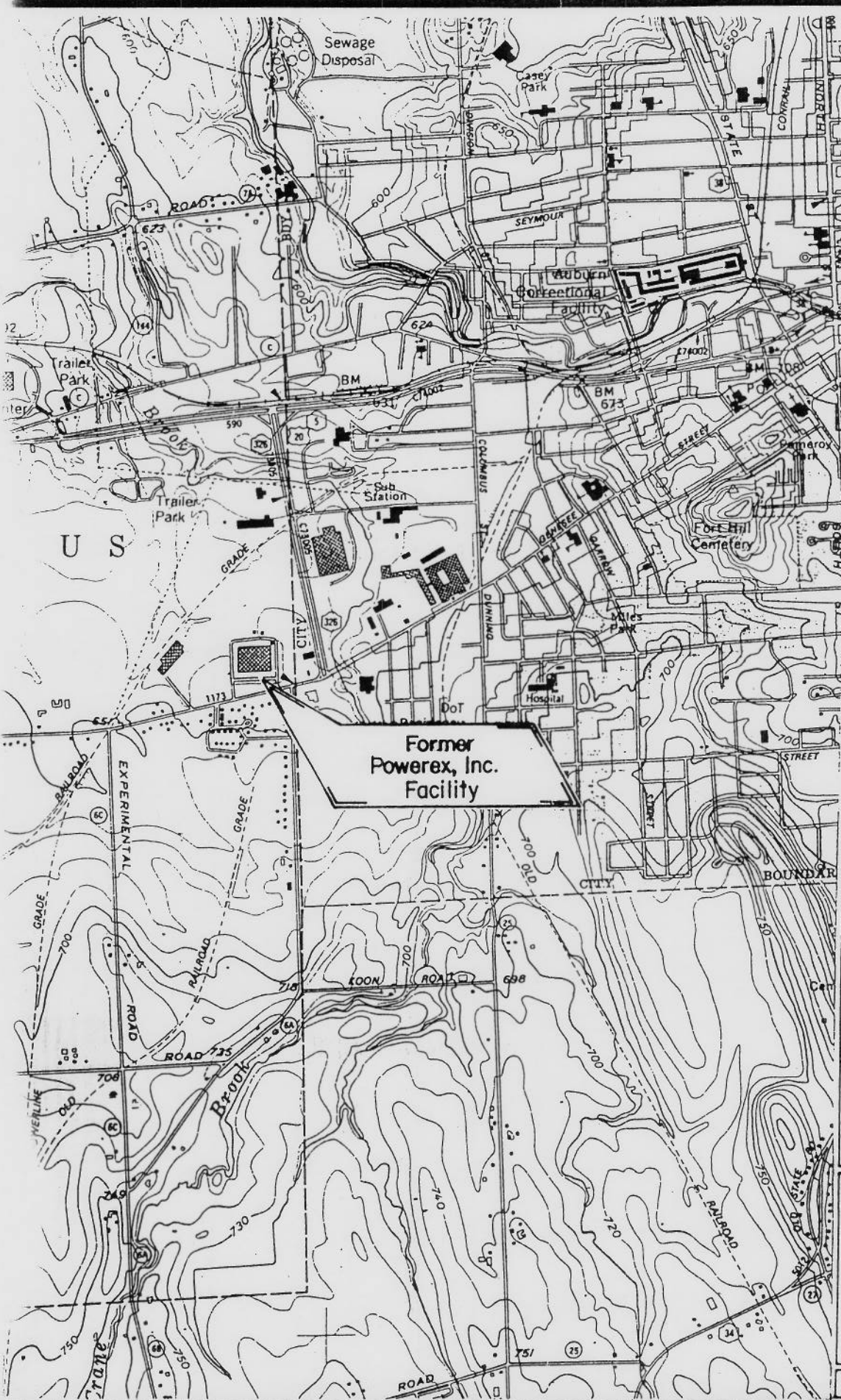
On this 17<sup>th</sup> day of March, 1993, before me personally came Robert W. Frantz, to me known, who being duly sworn, did depose and say that he resides in \_\_\_\_\_; that he is the Manager Counsel - Environ. Rem. Div. of General Electric Company ("the Company") and that he is authorized by the Company to execute the foregoing instrument.

Andrea E. Ramos  
Notary Public

ANDREA E. RAMOS  
NOTARY PUBLIC

MY COMMISSION EXPIRES MARCH 31, 1994

(ri/fs.co)



LOCATION of the FORMER POWEREX, INC. FACILITY  
 RELATIVE to REGIONAL FEATURES

**FORMER POWEREX, INC. FACILITY**  
 AUBURN, NEW YORK

PROJECT NO 02092 - 02052      DATE September 26, 1990      SCALE 1" = 500'



FIGURE NO 1.1