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September 24, 1998

Hon. Diane Goss Farrell
First Selectman, Town of Westport
110 Myrtle Avenue
Westport, CT 06880

Re: Baron's South Property

Dear Diane:

At your request, I am providing a summary of the various reports and other materials we have accumulated over the last several months regarding the purchase of the Baron's South property. I know you will be providing this to the members of the RTM for their review and anticipated vote in October. It is clear upon a review of these documents that we have spent considerable time analyzing the various documents relating to environmental issues and have consulted a number of experts in this area.

By way of background, some of the RTM committees have already issued preliminary reports for an RTM vote which was originally scheduled for June, 1998. However, that vote was postponed when the environmental report from our consultant raised the possibility of a problem. Nevertheless, reference is made to the RTM Finance Committee majority report for the June 2, 1998 meeting (Exhibit A), which provides the background information regarding this purchase. The report summarizes the transaction, including a purchase price of Seven Million (7,000,000) Dollars and recent appraisals showing values of \$7.94 million, \$7.6 million, and \$8.45 million. The corner parcel (Post Road and South Compo) is not part of this transaction. The report notes that there were long negotiations going back to earlier administrations seeking the Baron's South property.

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TOWN OF WESTPORT
SELECTMAN'S OFFICE

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I. The Environmental Reports

Attached are four reports:

1. Environmental Risk Limited (ERL) report of May 29, 1998 (the first Phase I, Phase II report). Exhibit B. ERL was retained by the Town as our expert.
2. ERL report of June 10, 1998 (the complete Phase II report). Exhibit C.
3. AKRF, Inc. Phase II report of August, 1998. Exhibit D. AKRF, Inc. was retained by the property owner.
4. ERL report of August 11, 1998, which reviewed the AKRF report. Exhibit E.

The analysis of the environmental situation evolved as further studies were done by ERL and later by AKRF. The first ERL report of May 29, 1998 found no contamination around the underground storage tanks (UST). However, the first indications of tetrachloroethylene (PCE) were found, necessitating the more complete ERL report of June 10, 1998.

The ERL report of June 10, 1998 confirmed the presence of PCE in the groundwater, but it could not determine if it was emanating from an on-site or off-site source. It was essential to focus on the issue of on-site versus off-site, since it directly impacts the remediation risks. Therefore, ERL recommended the next step—the installation of groundwater monitoring wells to determine the source. Those wells were installed and the next analysis completed by a consultant retained by the property owner. The results appear in the AKRF report of August, 1998.

After installation of the recommended wells, AKRF reported the following:

- a. PCE was located in the groundwater, but AKRF concluded that it originated from an off-site source, perhaps a dry cleaning establishment located north and east of the site along the Post Road (page 6 of Exhibit D).
- b. In accordance with Connecticut Department of Environmental Protection (CTDEP) policy, a down gradient property owner is not responsible for remediating groundwater contamination flowing onto his or her property from another site, as

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long as the contamination is present solely as a result of the off-site source. (This CTDEP policy was independently confirmed by us, as discussed below.)

The AKRF report, although helpful and positive in nature, generated a number of questions, which we posed to ERL in my letter of July 31, 1998 (Exhibit F). The answers came in ERL's report of August 11, 1998. The questions we raised basically requested some assistance in assessing the presence of the PCE in the groundwater, in terms of risk to the public and potential responsibility for remediation. The August 11, 1998 ERL report offered some reassuring information:

a. Soil: Based upon the ERL and AKRF reports, "no areas of soil contamination that would require remediation have been identified on the Baron's property."

b. Groundwater: The sampling reveals essentially a "low level" of PCE in the groundwater. There are three criteria for assessing groundwater contamination, and our property reveals an excess of PCE in only one of the categories, the CTDEP Groundwater Protection Criteria (GWPC). This category addresses the potential health risks associated with *consumption* of the groundwater. Given the availability of a public water system in this area, ERL concludes that "there would seem to be little opportunity for exposure through this pathway [i.e., through the drinking water supply]." The potential for human exposure from any other method—from contamination of a surface body of water, or the inhalation of contaminant vapors—is characterized as either "remote" or "minimal" (page 3).

With regard to the remediation of the groundwater issue, ERL "does not believe that remediation of the groundwater will likely be required by either the buyer or seller..." with several reasons outlined in their report. Again, they cite CTDEP policy to not require property owners to remediate groundwater contamination from an off-site source (page 2).

II. Reporting Requirements

As noted in the AKRF report, the owner arranged for the cleanup of the "laboratory" on the property. On June 29, 1998, approximately 1200 pounds and 165 gallons of solid waste was packaged and transported to a licensed hazardous waste facility in Arkansas.

The disposal of these materials raised another legal issue. Our consultants at ERL raised the possibility that such transportation triggered a filing requirement with the DEP under the

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Connecticut Transfer Act. The owner's attorney, Vicki E. Volper, maintained that no reporting to the DEP was required, since this situation was exempted under certain sections of the law (see Attorney Volper's letter of August 26, 1998, Exhibit G). Upon review of the statute, I agreed with Attorney Volper.

As a further review of this issue, both you and I consulted DEP officials. You spoke on various occasions to Arthur J. Rocque, Jr., Commissioner of the CTDEP. I spoke with Michael Harder, Director, Permitting, Enforcement & Remediation Division of the DEP. He advised me that their legal counsel believed this situation would be exempt from any filing under a section of the Transfer Act law. Further, I consulted with an attorney who specializes in environmental law, Thomas F. Harrison, Esquire, of Day, Berry & Howard. He submitted an opinion letter (Exhibit G) which also concludes that no filing under the Transfer Act is necessary.

III. Future Risks

As we reviewed these materials, we next asked ourselves what risks, if any, would be present for the Town if we acquired ownership of the Baron's South property. Would the CTDEP ask us to remediate at some point in the future? Is there a reasonable risk that a third party would file a claim against the Town based upon an environmental claim?

To address those questions, two documents should be noted:

1. **DEP Policy on Up Gradient Contamination (Exhibit H):** As noted above, Mr. Harder of the DEP forwarded a copy of this policy, which states the policy of the CTDEP that a down gradient owner is not responsible for remediating groundwater contamination flowing onto his or her property from another site, as long as the contamination is present as a result of the off-site source.

2. **Letter from Attorney Harrison (Exhibit I):** Attorney Harrison, an environmental attorney, reviewed the various reports and concludes in his letter that, based upon the "relatively low concentrations" of contaminants, the DEP is "not likely to require remediation." It is possible, he concludes, that they might seek some action by the dry cleaner (if, in fact, they are the cause) in order to remove any continuing source of the contaminant.

With regard to the possibility of third party claims, Attorney Harrison concludes that it is

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"highly unlikely that any private party would file a claim against the Town..."

IV. Environmental Insurance

As a final assurance to the Town against future claims, we consulted the Town's insurance agent, Christian J. Suerig of Damman Insurance Associates. Mr. Suerig solicited several proposals from insurance companies for environmental insurance. The best proposal was from Kemper Environmental (Exhibit J). The Kemper proposal provides for either \$1 million or \$5 million of coverage, with premiums for a three-year policy running from \$24,930 to \$54,300, depending upon the precise limits of coverage. The Kemper policy contains no exclusion for known contaminants, which means that there is no exclusion for claims relating to the known presence of PCE. The policy would also cover other potential unknown contamination problems. The policy covers "Government Mandated Environmental Clean Up," so if the CTDEP changed its policy and required remediation, the policy would provide coverage subject to the terms and limits contained therein. "Voluntary" clean up efforts by the Town would not be covered, however.

Sincerely,



Ira W. Bloom
Town Attorney

IWB:jm

EXHIBIT A

(For June 2, 1998 RTM meeting)

FINANCE COMMITTEE REPORT Re: APPROPRIATING \$7 MILLION FOR PURCHASE OF "BARON'S PROPERTY SOUTH"

THE REQUEST

The First Selectman has requested and the Board of Finance has recommended approval of, the appropriation of \$7 million with bond and note authorization to acquire approximately 22.6 acres of property known as the "Baron's Property South". In voting favorably on this request, the Board of Finance further recommended that the funding should be accomplished through the issuance of \$7 million of twenty year bonds, \$2.5 million of which bonds shall be callable in year three of the bond issue.

RECOMMENDATION

The undersigned members (a majority) of the Finance Committee recommend that the RTM APPROVE this request; thus assuring that the future use or uses of this property, the largest privately-owned parcel of open space remaining in the central part of Westport, will be determined by the RESIDENTS of our Town, acting through their elected representatives, rather than by developers.

BACKGROUND

"Baron's property, South" is part of the estate of the late perfume magnate, Baron Walter Langer von Langendorf who also owned what is now Winslow Park.

In 1987, after 20 years of fruitless negotiations...first with Baron von Langendorf and subsequently with his heirs, the portion of the estate north of the Post Road (Winslow Park) was acquired by the Town through eminent domain. This step was sharply contested by two groups of Westporters who feared that the uncertain final price (which would be determined by a court) would greatly exceed the amount authorized by the RTM --it did not-- and/or were strongly opposed to the use of eminent domain. The issue went to referendum and the acquisition was approved. It is important to note that the price for the proposed purchase of Baron's South is known (\$7 million) and that eminent domain is not involved.

Early in 1996, public interest in the future of Baron's South was awakened by the news that it was on the market for \$11.5 million. After receiving a positive response at a meeting of chairpersons of the RTM study committees, Moderator Gordon Joseloff organized tours of the property for RTM members and subsequently asked the newly-created Long Range Planning Committee to study the possibility of acquisition.

Each of these uses has its proponents and, in many cases, opponents. If we had a right of first refusal on this land and months in which to hammer out a consensus on a "master Plan" specifying exactly what uses are acceptable and where, the call for "plan first...buy later" might have merit. We do not have, nor are we about to be given a right of first refusal. In the residential real estate "seller's market" that Westport is experiencing it is unrealistic to believe that there will be a chance to "buy later" if will fail to seize our present opportunity.

We believe that the most responsible course for the RTM is to act NOW to gain control of this large tract of land in the heart of our Town, for the benefit of present as well as future Westporters. Then we will have the time and opportunity for the merits of the various uses to be debated and resolved by the interaction of the administration, the review boards and commissions, and the groups favoring one use or another.

We urge you to approve this appropriation.

Respectfully submitted,

William Raines, Chair & Reporter
Gavin Anderson
John Booth
Ronald Malone
Alice Shelton

Although unable to attend the committee meeting, the following members have read the report and subscribe to its recommendation:

Jorgen Jensen
Lisa Rome
Ann Sheffer

EXHIBIT B



VIA FACSIMILE

May 29, 1998

Ira Bloom, Esq.
Wake, See, Dimes & Bryniczka
27 Imperial Avenue
P.O. Box 777
Westport, CT 06888

Re: Summary of Investigation Findings
Comfo Road South, Westport, Connecticut
ERL Project No. 06541-56

Dear Attorney Bloom:

As you requested, Environmental Risk Limited has prepared this summary letter to present the findings of an environmental investigation recently conducted at a property at Comfo Road South in Westport, Connecticut. A more detailed report will follow shortly.

Overall, the findings were very favorable given the number of areas of potential concern which ERL investigated. ERL's investigation included sampling around seven underground storage tanks. No contamination was indicated in these areas. ERL also requested that analysis of a soil sample around the greenhouse be analyzed for pesticides; the laboratory has reported that this sample contains no pesticides or PCBs above detection limits. ERL's investigation around the fragrance laboratory reported no contamination in soil samples; groundwater samples could not be recovered and thus no testing of groundwater was done in that area.

ERL conducted sampling in the vicinity of an auto storage garage, where tetrachloroethylene (PCE) was detected in groundwater at 18 parts per billion. This exceeds the CTDEP Groundwater Protection Criteria (2.0 ppb). Additionally, cis-1,2-DCE was detected at 5 ppb (which does not exceed any criteria). No other constituents were reported in this sample. Given the low levels of contamination detected, and the absence of other constituents which result from breakdown of PCE, ERL assumes this contamination is localized – and likely originated from garage operations. (PCE is a common agent in brake cleaning fluids). Further testing would be required to determine the extent of the area where the contamination exceeds the CTDEP Remediation Standard Regulations (RSRs), but if the problem is in fact localized, \$50,000 would seem to be a reasonable initial estimate for remediation costs.

ERL recommends further testing around the garage to better define the extent of the PCE contamination which will enable us to suggest a preferred remediation strategy and a more refined remedial cost estimate. Since we will be remobilizing we will attempt again to collect groundwater in the vicinity of the lab. An approximate investigation could be conducted and

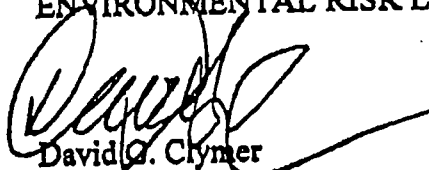
Ira Bloom, Esq.
May 29, 1998
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reported in about 3 weeks for an additional fee of approximately \$6,000. At your instruction we will prepare a scope of services describing that suggested investigation.

Please contact me or John Gibson at 860-242-9933 with any questions you may have concerning this matter.

Very truly yours,

ENVIRONMENTAL RISK LIMITED



David Q. Clymer
Senior Associate

DGC/ceb

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ENVIRONMENTAL RISK LIMITED



ENVIRONMENTAL RISK LIMITED

FACSIMILE COVER SHEET

DATE: 5/29/98 FAX NO. 203-226-1641
TO: Ira Bloom COMPANY Wake, See, Dines
FROM: Dave Clymer PROJECT NO. _____
CC: _____

MESSAGE:

Final version of letter for Barons Estate. Proposal will follow on Monday.

Dave

Number of pages including cover sheet 3. If there is trouble with this transmission, please call Mimi at (860) 242-9933.
ERL Fax No. (860) 243-9055.

This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of the information is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the address below via the U.S. Postal Service. Thank you.

120 Mountain Avenue Bloomfield, CT 06002 (860) 242-9933
1373 Broad Street Clifton, NJ 07013 (201) 773-8322

EXHIBIT C



ENVIRONMENTAL RISK LIMITED

120 Mountain Avenue Bloomfield, CT 06002
Tel: (860) 242-0933 • Fax: (860) 243-9055 • www.ert.com

June 10, 1998

Town of Westport
c/o Attorney Ira Bloom
Wake, See, Dimes & Bryniczka
27 Imperial Avenue
P.O. Box 777
Westport, CT 06888

**Re: Environmental Investigation
Baron's Estate, Compo Road South
Westport, Connecticut
ERL Project No. 06541-56**

Dear Attorney Bloom:

Environmental Risk Limited (ERL) is pleased to provide the following summary report detailing the results of a subsurface investigation conducted at the Baron's Estate property located on Compo Road South and Imperial Avenue in Westport, Connecticut. The scope of work described herein includes a subsurface investigation of site soil and groundwater adjacent to areas of potential concern identified during a Phase I Environmental Site Assessment (ESA) of the subject property conducted by ERL in April 1998. This report also summarizes the results of an additional investigation of site groundwater that was conducted as a follow-up to the initial subsurface investigation.

The potential areas of concern identified during ERL's April 1998 Phase I ESA consisted of the following: seven underground storage tanks (USTs) associated with the site buildings, a self standing on-site chemical laboratory, a second chemical laboratory located within one of the residences, a greenhouse, two on-site garages, and off-site concerns related to a furniture refinisher to the east and two service stations to the north.

Project Site

The subject property is a 23 acre wooded residential estate that is located in a commercial/residential area of Westport. The property consists of 52, 68, 70, and 72 Compo Road South and 23 Imperial Avenue along with a large tract of land between the parcels. There are currently five residential buildings, a laboratory building, two garages, and a greenhouse on the subject property. All of the site buildings are currently unoccupied, with the exception of one of the residences which is occupied by the estate caretaker.

The property is supplied with water from a public water supply system. Sanitary sewage from the buildings is discharged into on-site septic systems.

The site is located in an area which the Connecticut Department of Environmental Protection (CTDEP) has assigned a "GA" groundwater classification, indicating that the

groundwater is presumed to be fit for consumption without treatment. The local groundwater flow direction was presumed to be in a generally westerly direction towards the Saugatuck River.

Field Activities – Initial Investigation

On May 14 and 15, ERL used its Geoprobe™ Subsurface Exploration System (SES) to retrieve soil and groundwater samples from 24 locations on the subject property. The sample locations, which are shown on Figure 1 in Attachment A, were chosen to address each of the potential areas of concern identified during the Phase I ESA.

At each of the sample locations, ERL used a MiniRae photoionization detector (PID) to monitor for the presence of organic vapors in soil samples and in the ambient air in the work zone. The PID was calibrated on site using 100 part-per-million (ppm) isobutylene. There were no soils collected from the site that elicited a response from the PID.

Sample location 1 was located approximately 2 feet east of the UST associated with the garage/caretaker's residence located at 52 Compo Road South. ERL advanced Geoprobe™ soil sampling equipment to a depth of 7-9 feet below the surface at the approximate depth of the bottom of the UST. The soil encountered was a course brown sand with pebbles that exhibited no staining or odor. ERL collected one 4-ounce glass jar of soil and designated the sample SB-1.

Sample location 2 was located approximately 2 feet southwest of the UST associated with the garage/caretaker's residence located at 52 Compo Road South. ERL advanced Geoprobe™ soil sampling equipment to a depth of 7-9 feet below the surface at the approximate depth of the bottom of the UST. The soil encountered was a brown, medium to course grained sand with pebbles that had no odor or staining. ERL collected one soil sample into a 4-oz. glass jar, designated SB-2.

Sample location 3 was located approximately 1 foot north of the UST associated with the primary residence at 52 Compo Road South. ERL advanced Geoprobe™ soil sampling equipment to a depth of 7-9 feet below the surface at the approximate depth of the bottom of the UST. The soil encountered was a dark to reddish brown, medium to course grained sand with pebbles that had no odor. A band of blackened sand was observed at 8 feet below grade. No odor was noted in the soil and no PID response was detected in the band of discolored soil. ERL collected one soil sample into a 4-oz. glass jar and designated the sample SB-3.

Sample location 4 was located approximately 2 feet south of the UST associated with the larger laboratory building at 52 Compo Road South. ERL advanced Geoprobe™ soil sampling equipment to a depth of 7-10 feet below the surface at the approximate depth of the bottom of the UST. The soil encountered was a brown, course to medium grained sand with no odor or staining. ERL collected one soil sample into a 4-oz. glass jar and designated the sample SB-4.

A small area of surficial oil staining was observed around the fill pipe for the 52 Compo Road South UST which did not appear to extend more than six inches below grade. No sample was collected to verify the level of TPH in this stained soil.

Sample location 5 was located approximately 2 feet east of the UST associated with the residence at 68 Compo Road South. ERL advanced Geoprobe™ soil sampling equipment to a depth of 7-10 feet below the surface at the approximate depth of the bottom of the UST. The soil encountered was a light brown, silty, fine to medium grained sand with no odor or staining. ERL collected one soil sample into a 4-oz. glass jar and designated the sample SB-5.

Sample location 6 was located approximately 3 feet west of the UST associated with the residence at 68 Compo Road South. ERL advanced Geoprobe™ soil sampling equipment to a depth of 7-10 feet below the surface at the approximate depth of the bottom of the UST. The soil encountered was a light to dark brown, fine to medium grained sand with no odor or staining. ERL collected one soil sample into a 4-oz. glass jar and designated the sample SB-6.

Sample location 7 was located approximately 2 feet north of the fill port of the UST associated with the residence at 70 Compo Road South. The orientation of this UST was not known, thus ERL conducted borings on three sides of this UST. ERL advanced Geoprobe™ soil sampling equipment to a depth of 7-9 feet below the surface at the approximate depth of the bottom of the UST. The soil encountered was a brown, course grained sand with extensive pebbles and no odor or staining. ERL collected one soil sample into a 4 oz. glass jar and designated the sample SB-7.

Sample location 8 was located approximately 6 feet east of the fill port of the UST associated with the residence at 70 Compo Road South. ERL advanced Geoprobe™ soil sampling equipment to a depth of 7-9 feet below the surface at the approximate depth of the bottom of the UST. The soil encountered was a brown, course grained sand with pebbles and no odor or staining. ERL collected one soil sample into a 4 oz. glass jar and designated the sample SB-8.

Sample location 9 was located approximately 8 feet south of the fill port of the UST associated with the residence at 70 Compo Road South. ERL advanced Geoprobe™ soil sampling equipment to a depth of 7-9 feet below the surface at the approximate depth of the bottom of the UST. The soil encountered was brown, medium to course grained sand with pebbles and no odor or staining.

Sample location 10 was located approximately 3 feet north of the UST associated with the residence at 72 Compo Road South. ERL advanced Geoprobe™ soil sampling equipment to a depth of 7-9 feet below the surface at the approximate depth of the bottom of the UST. The soil encountered was a brown, course grained sand with extensive pebbles and gravel and no odor or staining. ERL collected one soil sample into a 4 oz. glass jar and designated the sample SB-10.

Sample location 11 was located approximately 3 feet south of the UST associated with the residence at 72 Compo Road South. ERL advanced Geoprobe™ soil sampling equipment to a depth of 7-9 feet below the surface at the approximate depth of the bottom of the UST. The soil encountered was gravel with some brown course sand and no odor or staining. ERL collected one soil sample into a 4 oz. glass jar and designated the sample SB-11.

Sample location 12 was located approximately 5 feet northwest of the fill port for the UST associated with the residence at 23 Imperial Avenue. ERL advanced Geoprobe™ soil sampling equipment to a depth of 7-10 feet below the surface at the approximate depth of the bottom of the UST. The soil encountered was a moist, brown, medium to course grained sand with pebbles and no odor or staining. ERL collected one soil sample into a 4 oz. glass jar and designated the sample SB-12.

Sample location 13 was located approximately 5 feet east of the fill port for the UST associated with the residence at 23 Imperial Avenue. ERL advanced Geoprobe™ soil sampling equipment to a depth of 7-10 feet below the surface at the approximate depth of the bottom of the UST. The soil encountered was a moist, brown, course grained sand with pebbles and no odor or staining. ERL collected one soil sample into a 4 oz. glass jar and designated the sample SB-13.

Sample location 14 was located approximately 2 feet west of the garage associated with the 23 Imperial Avenue residence to determine if impacts to the groundwater had occurred from activities at the garage. ERL advanced Geoprobe™ groundwater sampling equipment, consisting of mill-slotted steel rods, to a depth of 12 feet below the surface. Groundwater was encountered at approximately 11 feet below the surface. A groundwater sample was collected, using a peristaltic pump fitted with dedicated polyethylene and silicon tubing, at a low flow rate into two 40-ml. glass vials. This sample was designated GW-1.

Sample location 15 was located approximately six feet east of the fill port for the UST associated with the greenhouse on the estate. ERL advanced Geoprobe™ soil sampling equipment to a depth of 7-10 feet below the surface at the approximate depth of the bottom of the UST. The soil encountered was a brown, medium to course grained sand with pebbles and no odor or staining. ERL collected one soil sample into a 4 oz. glass jar and designated the sample SB-14.

Sample location 16 was located approximately 2 feet west of the fill port for the UST associated with the greenhouse on the estate. ERL advanced Geoprobe™ soil sampling equipment to a depth of 7-10 feet below the surface at the approximate depth of the bottom of the UST. The soil encountered was a brown, course grained sand with pebbles and no odor or staining. ERL collected one soil sample into a 4 oz. glass jar and designated the sample SB-15.

Sample location 17 was located approximately 4 feet west of the western end of the greenhouse on the estate. The purpose of this sample location was to examine the possibility of a release having occurred from the floor drain within the greenhouse. ERL attempted to retrieve groundwater at this location, but was unable to do so with either the mill-slotted rod or PVC slotted piezometers to a depth of 27 feet below the surface. ERL then advanced Geoprobe™ soil sampling equipment to a depth of 5-8 feet below the surface. The soil encountered was a light to dark brown, course grained sand with pebbles and no odor or staining. ERL collected one soil sample into a 4 oz. glass jar and designated the sample SB-16.

Sample location 18 was located approximately 3 feet west of the garage located to the north of the greenhouse on the estate. The purpose of this sample location was to examine the possibility of a release having occurred from the garage from historic site activities. ERL

*greenhouse
floor
drain*

garage

advanced Geoprobe™ groundwater sampling equipment to a depth of 27 feet below the surface. Groundwater was encountered at approximately 24 feet below the surface. A groundwater sample was collected, using a peristaltic pump fitted with dedicated polyethylene and silicon tubing, at a low flow rate into two 40-ml. glass vials. This sample was designated GW-3.

Sample location 19 was located approximately 10 feet east of the off-site furniture refinishing establishment located to the east of the subject property. ERL attempted to collect a groundwater sample at this location but encountered sample refusal at 22 feet below grade, prior to reaching the groundwater surface. ERL advanced Geoprobe™ soil sampling equipment to a depth 7-10 feet below the surface. The soil encountered was a brown, fine to medium grained sand with pebbles that had no odor or evidence of staining. ERL collected one soil sample into a 4 oz. glass jar and designated the sample SB-17.

*off-site
furn. refin.*

Sample location 20 was located approximately 10 feet southwest of the off-site bus repair facility, and adjacent to the two service stations to the north of the site. Due to the depth to groundwater seen at lower elevations on the estate, ERL did not attempt to collect a groundwater sample at this higher elevation. ERL advanced Geoprobe™ soil sampling equipment to a depth of 8-11 feet below grade. The soil encountered was a brown, medium grained sand with pebbles that had no odor or evidence of staining. ERL collected one soil sample into a 4 oz. glass jar and designated the sample SB-18.

*off-site
bus repair
+
2 serv. stations*

Sample location 21 was located approximately 7 feet west of the free-standing laboratory located to the north of the 52 Compo Road South residence. ERL attempted to collect a groundwater sample from this location but encountered sample refusal at this higher elevation. ERL advanced Geoprobe™ soil sampling equipment to a depth of 8-11 feet below grade. The soil encountered was a brown, medium grained sand with some pebbles and no odor or staining. ERL collected one soil sample into a 4 oz. glass jar and designated the sample SB-19.

lab

Sample location 22 was located approximately 4 feet east of the free-standing laboratory located to the north of the 52 Compo Road South residence. Again, ERL was unable to collect groundwater at this location due to the depth to the groundwater surface in this area. ERL advanced Geoprobe™ soil sampling equipment to a depth of 5-8 feet below the surface. The soil encountered was a brown, medium grained sand with pebbles that had no odor or evidence of staining. ERL collected one soil sample into a 4 oz. glass jar and designated the sample SB-20.

lab

Sample location 23 was located in the area of the septic system for the 52 Compo Road South residence, which houses the other on site laboratory. ERL advanced Geoprobe™ soil sampling equipment to a depth of 5-8 feet below the surface, the approximate depth of septic system leaching fields. The soil encountered was brown, fine silty sand with no odor or staining. ERL collected one soil sample into a 4 oz. glass jar and designated the sample SB-21.

septic

Sample location 24 was located approximately 5 feet east of an apparent UST fill port located to the south of the 72 Compo Road South that ERL had observed on May 14, 1998. No record of a UST having existed at this location was obtained by ERL from the site oil delivery contractor. Due to access restrictions, ERL used manual tools to advanced Geoprobe™ soil sampling equipment to a depth of 4-5 feet below the surface, at which point refusal was

encountered. The soil encountered was a brown, fine grained sand that had no odor or evidence of staining. ERL collected one soil sample into a 4 oz. glass jar and designated the sample SB-22.

All samples were labeled with indelible ink, recorded on a chain-of-custody document, and maintained in a chilled environment until delivery to a certified laboratory for analysis.

Laboratory Analysis - Initial Investigation

On May 19, 1998, ERL arranged for the delivery of the soil and groundwater samples to Connecticut Testing Laboratories, Inc. (CTL), of Meriden, Connecticut for laboratory analysis. ERL requested that the samples be analyzed on a "rush" five business-day turnaround schedule.

Soil samples collected from adjacent areas of site USTs were submitted for analysis for total petroleum hydrocarbons (TPH) according to EPA Method 418.1. This included soil samples SB-1, SB-2, SB-3, SB-4, SB-5, SB-6, SB-7, SB-8, SB-10, SB-11, SB-12, SB-13, SB-14, and SB-15.

Soil samples from the other areas of the site (laboratories, greenhouse, unknown potential UST near the 72 Compo Road South residence, off-site concerns) were submitted for volatile organic compounds (VOCs) according to EPA Method 8260B (formerly EPA Method 8240). These samples include SB-16, SB-17, SB-18, SB-19, SB-20, SB-21, and SB-22. For the greenhouse soil sample (SB-16), ERL also requested that the sample be analyzed for pesticides according to EPA Method 8080.

All of the groundwater samples collected from the site were submitted for VOCs according to EPA Method 8260B.

On May 28, 1998, CTL reported the results of analyses. Holding times were observed for all analyses. Copies of the laboratory reports and chain-of-custody documents are included in Attachment B.

Results of Analysis

For all the soil samples collected from locations that were adjacent to the on-site USTs (a total of 14 soil samples), CTL reported no detectable levels of TPH above the minimum laboratory detection limits.

For the soil sample collected from near the back door of the greenhouse (SB-16), CTL reported no detectable levels of PCBs (which were mistakenly requested) or pesticides above the minimum laboratory detection limits.

For soil samples submitted for VOCs according to EPA Method 8260B, CTL reported no compounds were detected above minimum laboratory detection limits.

For groundwater sample GW-1 collected adjacent to the garage at 23 Imperial Avenue submitted for VOCs according to EPA Method 8260B, CTL reported no compounds were detected above minimum laboratory detection limits.

For groundwater sample GW-3 collected adjacent to the garage north of the greenhouse on the estate submitted for VOCs according to EPA Method 8260B, CTL reported detecting 2.0 micrograms per liter (ug/l) of cis-1,2-dichloroethylene and 18.0 ug/l of tetrachloroethylene (PCE). No other compounds were reported to be detected at levels above the minimum laboratory detection limits. The Groundwater Protection Criteria (GWPC) established for these compounds in the CTDEP Remediation Standard Regulations (RSR) are 70 ug/l for cis-1,2-dichloroethylene, and 5 ug/l for PCE. Therefore, the detected level of PCE in groundwater sample GW-3 exceeded the GWPC, the most stringent standard in the CTDEP RSR.

Based this detected exceedance of PCE in groundwater sample GW-3, ERL recommended that an additional investigation be conducted to attempt to determine the source and extent of the PCE contamination in the area of the estate garage. ERL recommended that direct push sampling techniques be employed in conjunction with the use of an on-site mobile laboratory so that the investigation of the area of contamination could be guided based on the results from the mobile laboratory, which would be immediately available in the field. The summary of this additional investigation is presented below.

Additional Groundwater Investigation

On June 4, 1998, ERL Associate John W. Gibson mobilized to the site with members of TEG North Atlantic (TEG), who ERL retained to provide on-site mobile laboratory and subsurface sampling services at the subject site. The goal of the additional investigation was to attempt to identify the area of soil and groundwater impacted by PCE around the estate garage. TEG utilized a Stratoprobe™ direct push sampling system, which is similar to the Geoprobe™ that was used in the initial investigation, to collect soil and groundwater samples. The mobile laboratory included gas chromatography equipment that can provide analytical results within 20 minutes of sample collection.

The investigation began at the rear (eastern side) of the estate garage. Groundwater sampling equipment, after several refusals, was advanced to a depth of 26 feet below the surface. A slotted extendable screen was then pushed into the overburden aquifer. Groundwater was encountered at approximately 24 feet below the surface. A groundwater sample, designated W-1, was collected from the installed screening using a stainless steel bailer into 40-ml. vials.

At location W-1 TEG reported detecting 37 ug/l of PCE with the mobile laboratory. No other VOCs were reported above minimum detection limits.

TEG attempted to collect a groundwater sample adjacent to the southwestern corner of the garage, however refusal was encountered four times at depths less than 8 feet.

To try to find the upgradient edge of the plume of groundwater contamination, ERL directed TEG to position the next sample location approximately 60 feet east of northeastern

PCE



7 standards
5 ug/l
PCE

Town of Westport
c/o Attorney Iru Bloom
June 10, 1998
Page 8

corner of the garage. TEG advanced groundwater sampling equipment to a depth of 26 feet below the surface. Groundwater was encountered at approximately 24 feet below the surface. A groundwater sample, which was labeled W-2, was collected from the installed screening using a stainless steel bailer.

At location W-2 TEG reported detecting 35 ppb of PCE in this sample. No other VOCs were reported above minimum detection limits.

TEG attempted to collect groundwater from location W-3, located at the northern edge of the fill area between the free-standing laboratory and the garage. Sample refusal was encountered three times at depths of less than 8 feet below the ground surface.

ERL directed TEG to position the next sample approximately 100 feet north of location W-3. TEG advanced groundwater sampling equipment to a depth of 31 feet below the surface. Groundwater was encountered at approximately 25 feet below the surface. A groundwater sample, which was labeled W-4, was collected from the installed screening using a stainless steel bailer.

At location W-4 TEG reported detecting 37 ppb of PCE in this sample. No other VOCs were reported above minimum detection limits.

TEG attempted to collect groundwater from several locations to the east of the self-standing laboratory, but sample refusal was encountered five times prior to reaching the groundwater table.

A copy of TEG's analytical results is included as Attachment C.

Conclusions and Recommendations

Based upon field observations and the results of laboratory analysis, it does not appear that any significant levels of petroleum contamination are present in soils in the area of the existing USTs on the subject property. The initial investigation also indicated that no detectable levels of volatile organic compounds (VOCs) were reported in any of the soil samples analyzed or in the groundwater sample collected from the area of the garage associated with the 23 Imperial Avenue property. Also, no detectable levels of pesticides or PCBs were detected in the soil sample collected from the area of the on-site greenhouse. OK

An area of surficial oil staining was observed around the fill pipe for the UST at the 52 Compo Road South property. This soil should be properly excavated and disposed when the UST is scheduled for removal. ∅

However, the groundwater sample collected from the vicinity of the estate garage during ERL's May 14 and 15 Phase II subsurface investigation was reported to contain a level of tetrachloroethylene (18 ppb) above the CTDEP's Groundwater Protection Criteria (5 ppb). A low level of cis-1,2-dichloroethylene (2 ug/l), a breakdown product of tetrachloroethylene, was also reported in the groundwater sample at a level below the CTDEP's Groundwater Protection) ∅

Criteria (70 ppb). No other volatile organic compounds were reported in this sample above minimum laboratory detection limits.

The additional groundwater investigation undertaken by ERL and TEG North Atlantic on June 4, 1998 to attempt to determine the source and extent of the PCE contamination indicated the widespread existence of tetrachloroethylene in groundwater on the subject site at levels which exceed the CTDEP's Groundwater Protection Criteria.) ϕ

Due to the large areal extent of the PCE contaminated groundwater and the presence of difficult soil conditions for direct push sampling techniques, the source of the tetrachloroethylene (PCE) contamination was not determined during the delineation study.)

Based upon the data collected, the PCE plume appears to extend upgradient of the estate garage towards the area of the free-standing laboratory. It is unknown if the PCE contamination is emanating from an on-site source or an upgradient off-site source. Attempts to get a groundwater sample from a location hydrologically upgradient of the free-standing laboratory, with respect to presumed groundwater flow direction, failed during the additional investigation. Information from ERL's Phase I ESA research indicated that the nearest off-site source that would be likely to utilize PCE is a dry cleaning business located on the northern side of Post Road, approximately 0.3 miles east-northeast of the eastern boundary of the subject property. plume ?

Based on the unknown source of the PCE contamination, an exact estimate of the potential remediation costs is not possible at this time. If the source of the contamination is found to be from an on-site source, the potential remediation costs could be very significant, based on the detected size of the existing PCE plume. Therefore, ERL recommends that an additional investigation of the subject property be conducted. Due to the difficult geologic conditions present on the subject property, ERL recommends that the next round of investigation consist of the installation of groundwater monitoring wells. At a minimum, ERL feels that the installation of one well upgradient of the free-standing laboratory and one well directly in front (downgradient) of the laboratory would be necessary to begin to determine if the plume is originating from off-site. re come

Another item that ERL feels requires immediate attention is the disposal of the existing chemicals in the two laboratories. An evaluation of the chemicals in the free-standing laboratory by the TEG chemist indicated that some of the chemicals that were present are ethers that require very specialized handling during disposal as they become aged. As we have previously mentioned, ERL recommends that the laboratory be immediately secured and that the property owner conduct the disposal of the chemicals as soon as possible. This should only be conducted by appropriately trained waste disposal personnel.

Limitations

This report has been prepared for the exclusive use of the Town of Westport and its counsel. ERL does not assume responsibility for the discovery and elimination of hazards which could possibly cause accidents, injuries, or damage. ERL also is not responsible for the fulfillment of the existing owner's or operator's obligations under any local, state, or federal laws or regulations. In

Town of Westport
c/o Attorney Ira Bloom
June 10, 1998
Page 10


many cases, federal, state, or local codes require the prompt reporting to relevant authorities if a release occurs. It is the responsibility of the existing owner or operator to notify authorities of any conditions which are required to be reported by applicable law.

Since the facts stated in this report are subject to professional interpretation, different persons could reach different conclusions. In addition, the findings and conclusions contained in this report are based on various quantitative and qualitative factors as they currently exist. ERL is not responsible for subsequent changes which may affect those conclusions. Furthermore, if future sampling and testing of the subject site is conducted, the results of such testing could cause ERL to modify the conclusions of this report.

If you have any questions about this report, please call David Clymer or me at (860) 242-9933.

Very truly yours,

ENVIRONMENTAL RISK LIMITED



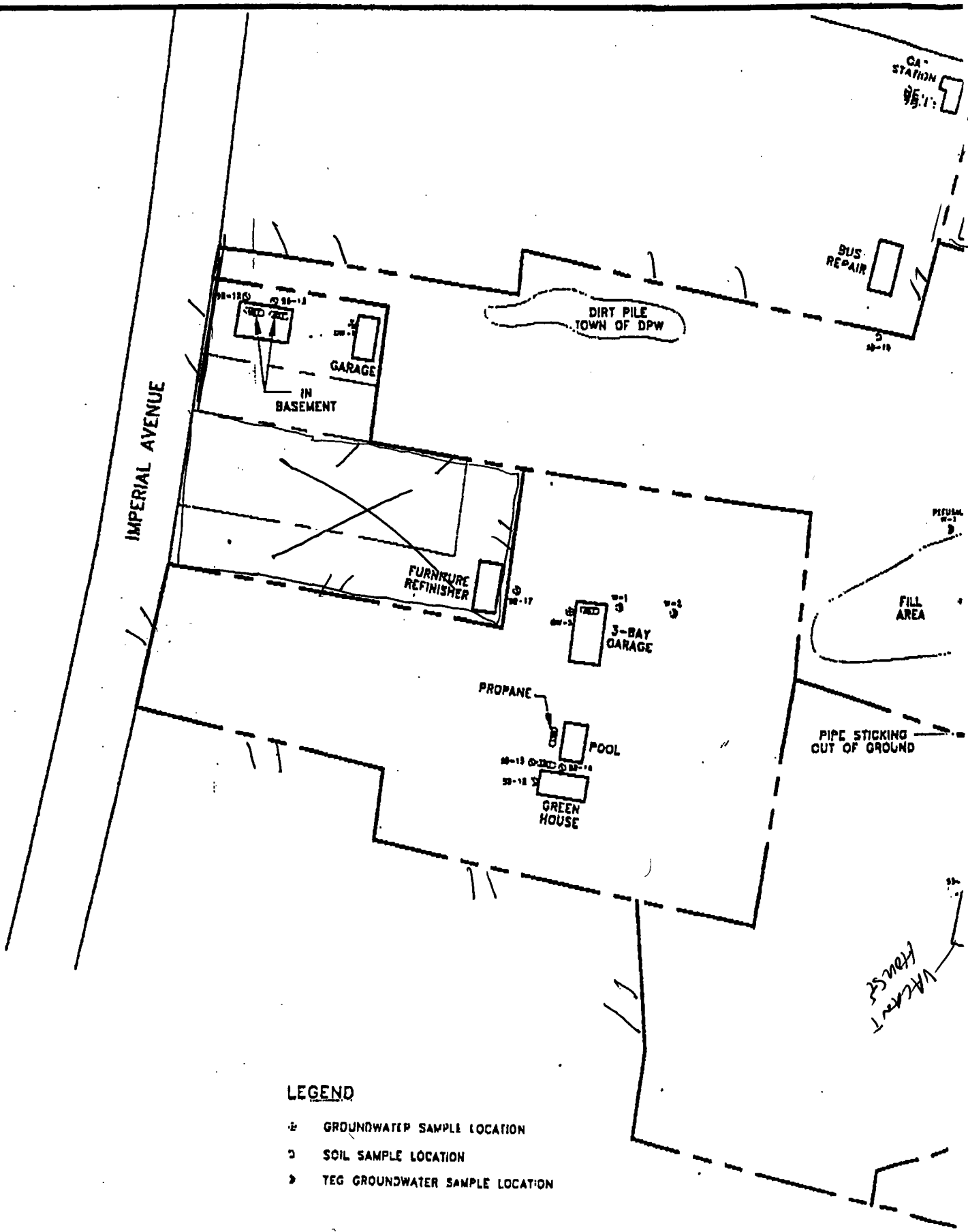
for John W. Gibson
Associate

JWG/ceb
ulcbenito6541phll
Attachments

ENVIRONMENTAL RISK LIMITED

ATTACHMENT A
Sample Location Map





LEGEND

- ⊕ GROUNDWATER SAMPLE LOCATION
- ⊙ SOIL SAMPLE LOCATION
- ⊗ TEG GROUNDWATER SAMPLE LOCATION

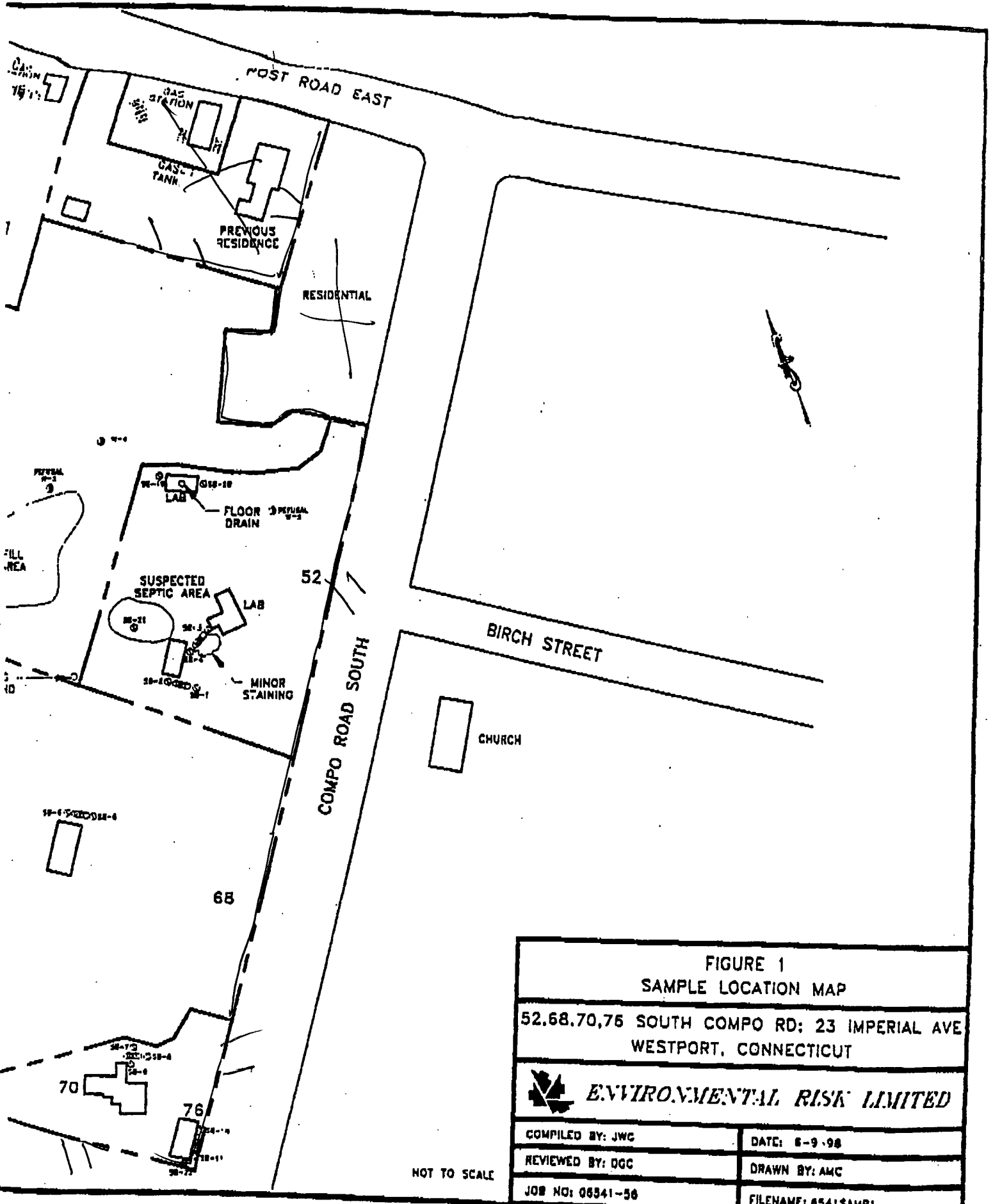



FIGURE 1
SAMPLE LOCATION MAP

52.68.70,76 SOUTH COMPO RD; 23 IMPERIAL AVE
WESTPORT, CONNECTICUT

 ENVIRONMENTAL RISK LIMITED

COMPILED BY: JWC	DATE: 6-9-98
REVIEWED BY: DGC	DRAWN BY: AMC
JOB NO: 06541-56	FILENAME: 6541SAMP1

NOT TO SCALE

ATTACHMENT B

Laboratory Results

ATTACHMENT C

TEG Analytical Results

EXHIBIT D

AKRF, Inc.

ENVIRONMENTAL CONSULTANTS
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203/852-9322

AKRF, Inc.

ENVIRONMENTAL CONSULTANTS

149 Water Street • Norwalk, CT 06854

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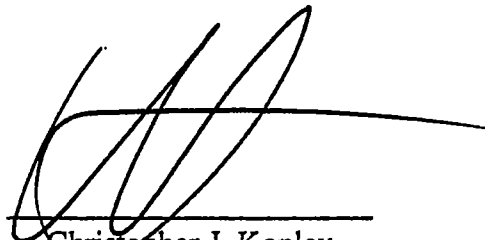
FAX 203/838-9357

**PHASE II
ENVIRONMENTAL SITE ASSESSMENT
BARON'S ESTATE
WESTPORT, CONNECTICUT
PROJECT NUMBER: 50065**

Prepared for:
Mark R. Rennie
286 Fifth Avenue, Suite 905
New York, New York 10001

Prepared by:
AKRF, Inc.
149 Water Street
Norwalk, CT 06854

August 1998



Christopher J. Kopley
Vice President

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- Appendix B - Soil Boring/Monitor Well Installation Logs
- Appendix C - Survey Elevation Data
- Appendix D - Groundwater Analytical Reports
- Appendix E - Stockpiled Soil Analytical Reports
- Appendix F - Hazardous Materials Manifests

1.0 INTRODUCTION

AKRF, Inc. was retained by Mark R. Rennie to perform a Phase II Environmental Site Assessment at the Baron's Estate in Westport, Connecticut as shown in Figure 1. The site is currently occupied by residential structures, a garage, pool and greenhouse. The study site is located in a commercial/residential area of Westport, Connecticut. Properties abutting the study site include: commercial/retail buildings, a gasoline service station and a bus repair facility adjacent to the north and northeast; retail/commercial structures, residential property and a church to the southeast across Compo Road South; residential and commercial property (including dry-cleaners) adjacent to the east; and residential property and a furniture refinisher adjacent to the west.

The site had been used for the preparation of prototype perfume products. The preparation was performed in a small "lab" (10' x 20') and a residential structure located on the eastern property. The types of chemicals used and their removal is discussed in Section 7.0 of this report.

As confirmed by calculated groundwater flow contours, groundwater beneath the study site flows west toward the Saugatuck River and is classified GA by the Connecticut Department of Environmental Protection (CTDEP) designating groundwater within the area of influence of private and potential public wells and presumed suitable for direct human consumption without need for treatment. The State's goal is to maintain the drinking water quality. The subject property is connected to the Town of Westport Municipal drinking water supply.

2.0 PREVIOUS SITE INVESTIGATIONS

AKRF reviewed the *Environmental Investigation* report dated June 10, 1998, prepared by Environmental Risk Limited (ERL). According to the report, ERL identified eight potential areas of concern. These areas of concern included: seven underground storage tanks associated with the site buildings and an off-site furniture refinisher located adjacent to the west of the study site.

On May 14 and 15, 1998, ERL collected on-site soil and groundwater samples from 24 locations using a Geoprobe Subsurface Exploration System. The majority of these probes were located proximal to on-site underground storage tanks. At each of the sample locations, ERL used a MiniRae photoionization detector (PID) to monitor for the presence of volatile organic compounds. According to the report, no soils collected from the site elicited a response from the PID. Soil samples were analyzed for total petroleum hydrocarbons (EPA Method 418.1), volatile organic compounds (EPA Method 8260B) and pesticides (EPA Method 8240). According to soil analytical results from the ERL collected soil samples, no contaminants were detected.

Two groundwater samples were collected by ERL personnel from two on-site groundwater monitor wells (GW-1 and GW-3) and were analyzed for volatile organic compounds (EPA method 8260B). Groundwater analytical results indicated that no compounds were detected in GW-1; however,

tetrachloroethylene, a typical dry cleaning chemical, was detected at a level exceeding the Connecticut Department of Environmental Protection (CTDEP) Remediation Standard Regulation GA Groundwater Protection Criteria in GW-3.

On June 4, 1998, ERL and TEG North Atlantic performed an additional groundwater investigation in order to identify the area of groundwater containing tetrachloroethylene. TEG utilized a Stratoprobe direct push sampling system to collect groundwater samples. Three groundwater samples were collected on the central sections (W-1 and W-2) and eastern section (W-4) of the study site. Additional probes were refused in higher elevation areas located on the eastern side of the study site. Tetrachloroethylene at concentrations exceeding the CTDEP Remediation Standard Regulations GA Pollutant Mobility Criteria was detected in the groundwater at these locations. ERL recommended that the affected groundwater be remediated.

3.0 FIELD ACTIVITIES

3.1 Soil Boring and Groundwater Monitor Well Installation

AKRF and Enviro-Tech drilling of West Bridgewater, Massachusetts, installed three groundwater monitor wells (MW-1, MW-2, and MW-3) and five soil borings (B-1, B-2, B-3, B-4 and B-5) on June 25 and 26, 1998 at the locations shown on Figure 2. These locations were selected based upon site accessibility, groundwater availability and potential on-site source areas including the perfume experimentation areas. Photographs of site activities are found in Appendix A.

Borings were extended using 4¼-inch hollow stem augers ranging from approximately 13 feet below grade in borings B-1 and B-2 to approximately 29.0 feet below grade in B-5. Monitor wells were installed in borings MW-1, MW-2 and MW-3; no monitor wells were installed in borings B-1, B-2, B-3, B-4 and B-5 due to auger refusal prior to contact with the groundwater surface. Auger refusal was likely due to the presence of the shallow bedrock surface. Soil samples from each soil boring were obtained at the surface and in five foot intervals using a two-inch diameter, 24-inch long split spoon sampler. Blows per six-inch penetration of the sampler were recorded for a 24-inch drive with a 140-pound hammer falling 30 inches, constituting a standard penetration test. Each soil sample was described according to the Burnmister Soil Classification System and field-screened for volatile organic compounds using a Thermo Environmental Instruments, Inc. Model 580B Organic Vapor Meter photoionization device (PID) and the headspace field-screening method. No meter units above background levels were detected on the PID in any soil samples. After collection and field screening, soil samples were placed in chilled coolers for possible laboratory analysis. The monitor well and soil boring logs, including PID values, are provided in Appendix B.

Monitor wells were backfilled with sand filter pack (Morie #1) to at least one foot above the well screen and a minimum of one foot of bentonite was placed above the sand filter pack. The monitor well casings were sealed at the ground surface with concrete and completed flush with the existing grade. No solvents or glues were used in the installation of the monitor wells. Borings were

backfilled with drill cuttings.

The monitor well screens were installed to intercept the groundwater table, as noted during drilling. The stabilized groundwater readings measured prior to groundwater sampling, are included on the monitor well logs. Between soil borings and monitor well locations, auger flights and accompanying well installation equipment were pressure, hot-water washed prior to use. Split spoon samplers were rinsed with a water and Alconox solution between each sample.

Observed soil in each boring consisted of light to dark brown, fine to coarse sand, silt and gravel. No unusual staining or odors were observed during the installation of the borings.

3.2 Soil Sampling

On June 25 and 26, 1998, AKRF personnel collected one soil sample from each boring, based upon field observations, depth and PID readings. Soil samples were collected at a depth of 0-2 feet below grade at location B-2; 5-7 feet below grade at B-1 and B-5; and at 10-12 feet below grade at locations MW-1, MW-2, MW-3, B-3 and B-4. Soil samples were not submitted for laboratory analysis based on the lack of PID readings and no observed discoloration or odors.

3.3 Stockpiled Soil Sampling

On June 25, 1998, AKRF personnel collected two additional grab soil samples from the soil piles located on the northwestern section of the study site. These soil piles were reported to be stored on-site by others; AKRF notes that the soils appeared to be "street sweepings" containing asphalt, debris and darkly colored material. The soil pile samples were placed in laboratory supplied vials in a chilled cooler, transported to Complete Environmental Testing, Inc. (CET), of Shelton, Connecticut, a State of Connecticut certified analytical laboratory, and analyzed for total petroleum hydrocarbons (EPA Method 418.1) and RCRA Total Metals (Arsenic, Barium, Cadmium, Chromium, Lead, Mercury, Selenium and Silver).

3.4 Groundwater Sampling

On July 8, 1998, AKRF personnel collected groundwater samples from the three newly installed monitor wells. Prior to sampling each monitor well, a depth to water measurement was taken. The measured depth below the top of PVC ranged from approximately 15.0 feet in MW-2 to 20.0 feet in MW-1. Three to five volumes of standing water was evacuated with a dedicated disposable bailer from each well prior to sample collection. The groundwater sample was field-tested for temperature, pH, and specific conductance, placed in laboratory supplied vials in a chilled cooler and transported to the CET laboratory. Groundwater samples were analyzed for volatile organic compounds (EPA Method 8010).

3.5 Groundwater Monitor Well Survey

On July 9, 1998, Arcamone Land Surveyors (Arcamone) of Norwalk, Connecticut, surveyed the three newly installed groundwater monitor wells for relative elevation. Elevations were obtained at top-of-well cover, top-of-PVC and grade. Based on the Arcamone survey and measured water level elevations, groundwater flows westward across the study site toward the Saugatuck River located approximately 1,300 feet to the west. The Arcamone survey is provided in Appendix C.

4.0 TOPOGRAPHY AND HYDROGEOLOGY

The surface topography slopes toward the west. Based on a U.S. Geological Survey map of the Westport, Connecticut Quadrangle (1960, photorevised 1971), The study site elevation ranges from approximately 120 feet on the eastern section to approximately 70 feet on the western section, based on the National Geodetic Vertical Datum (NGVD) of 1929.

AKRF believes that on-site areas of higher elevation to the east are underlain by a shallow bedrock ridge. This ridge is expressed on topographic mapping trending north to south across the study site and adjacent properties. The presence of the shallow bedrock is confirmed in AKRF's borings. Borings B-1 (12'), B-2 (12'), B-3 (27'), B-4 (12') and B-5 (22') located along this ridge encountered auger refusal at shallow depths ranging from 12 feet to 27 feet below grade. The groundwater surface was not encountered prior to refusal on the likely bedrock surface.

According to the 1985 U.S.G.S. Bedrock Geological Map of Connecticut, the underlying site bedrock consists of Ratlum Mountain Schist, gray, medium-grained schist and granofels. This material was encountered in the bottom soil sample collected from borings B-1, B-2, B-3 and B-5.

5.0 GROUNDWATER ANALYTICAL RESULTS

5.1 Field Testing

Specific conductance, pH and temperature of groundwater samples were measured in the field. Measured pH values ranged from 6.5 standard units (s.u.) in MW-3 to 9.5 s.u. in MW-1. Specific conductance represents a measure of the relative amounts of dissolved solids in the water that usually include metals and/or salts. The measured values ranged from 300 micromhos per centimeter ($\mu\text{mhos/cm}$) in MW-2 to 400 $\mu\text{mhos/cm}$ in MW-1. A summary of the field testing results is summarized below:

Summary of Field Testing Results

<i>Monitor Well</i>	<i>pH (standard units)</i>	<i>Specific Conductance (μmhos/cm)</i>
MW-1	9.5	400
MW-2	7.4	300
MW-3	6.5	330

5.2 Laboratory Analysis

Tetrachloroethylene was detected in groundwater collected from MW-1 and MW-3 at levels exceeding the current Connecticut Department of Environmental Protection (CTDEP) GA Groundwater Protection Criteria. No additional compounds in excess of current CTDEP Remediation Standard Regulations were detected in the groundwater samples collected. Groundwater analytical results are summarized in Table 1 and provided in Appendix D. Ø
*

6.0 STOCKPILED SOIL ANALYTICAL RESULTS

Total petroleum hydrocarbons were detected in soil pile sample SS-1 at concentrations exceeding the current CTDEP Residential Direct Exposure Criteria and GA Pollutant Mobility Criteria. No additional compounds in excess of current CTDEP Remediation Standard Regulations were detected in the soil pile samples collected. Soil analytical results are summarized in Table 2 and provided in Appendix E. Ø

7.0 CHEMICAL REMOVAL

On June 29, 1998, AKRF personnel observed and documented the removal of materials associated with the perfume experimentation from the study site. According to the Uniform Hazardous Waste Manifest, approximately 1,200 pounds and 165 gallons of solid waste that exhibits the characteristic of ignitability and 12 pounds of cyanides (soluble salts and complexes) were removed from the study site by Earth Technology, Incorporated, of North Haven, Connecticut. These materials were transported off-site to ENSCO, Incorporated of El Dorado, Arkansas, a designated hazardous waste disposal facility. Hazardous Waste Manifests are provided in Appendix F. No perfume making materials currently remain on-site. lab
removal
of
materials

(AKRF notes that no ethers were found in the materials removed. In addition, no chlorinated solvents including tetrachloroethylene or trichloroethylene were found.) lab
tests

8.0 CONCLUSIONS & RECOMMENDATIONS

AKRF has completed the Phase II Environmental Site Assessment at the Baron's Estate in Westport, Connecticut. The installation of soil borings and groundwater monitor wells were performed by AKRF in order to confirm the presence of tetrachloroethylene in site groundwater as documented in the *Environmental Investigation Report* dated June 10, 1998 prepared by Environmental Risk Limited (ERL).

Soil samples collected from the soil piles located on the northern section of the study site contained concentrations of total petroleum hydrocarbons above the CTDEP Residential Direct Exposure Criteria. No additional compounds were detected above CTDEP Remediation Standard Regulations in these piles. AKRF recommends that the owners of these piles remove them from the site and handle these soils in a manner consistent with State Regulations.

Ø
> TPH

On June 29, 1998, approximately 1,200 pounds and 165 gallons of solid waste that exhibits the characteristic of ignitability and 12 pounds of cyanides (soluble salts and complexes) were removed and disposed off-site. No perfume making materials currently remain on-site. No chlorinated solvents like tetrachloroethylene or ethers were found within perfume making materials disposed.

} perfume making materials removed

Groundwater samples collected from the newly installed monitor wells (MW-1 and MW-3) indicated that tetrachloroethylene was detected in excess of the CTDEP Groundwater Protection Criteria. No additional compounds were detected above the CTDEP Remediation Standard Regulations. Based upon the lack of on-site sources for this material and the fact that this affected groundwater is most likely discharging from the bedrock surface beneath the site, AKRF believes that the affected groundwater does not originate on-site. A more likely source would be a dry cleaning establishment located north and east of the site along the Post Road.

> TCE
Ø

According to CTDEP Policy: "In accordance with the Remediation Standard Regulations (Sec. 22a-133k-1 through k-3, RCSA) it is the policy of the Connecticut Department of Environmental Protection that a down gradient property owner is not responsible for remediating groundwater contamination flowing onto his or her property from another site, as long as the contamination is present solely as a result of the off-site source(s)." AKRF believes that remediation of the tetrachloroethylene present in on-site groundwater is not the responsibility of the Baron Estate property owners as described in the regulations.

CT
DEP
Regs

TABLES

TABLE 1
SUMMARY OF DETECTED COMPOUNDS IN GROUNDWATER
BARON'S ESTATE
WESTPORT, CONNECTICUT

Compound (mg/l)	MW-1	MW-2	MW-3	CTDEP GA Groundwater Protection Criteria	CTDEP Residential Volatilization Criteria
cis-1,2-Dichloroethene	0.0061	ND	0.0015	0.07	NS
Tetrachloroethylene	0.066	ND	0.017	0.005	1.5
Trichloroethene	0.0018	ND	ND	0.005	0.219

Notes: MW - Monitor Well

ND - Not Detected above method detection limit

NS - No Standard currently exists

mg/l - milligrams per liter

Exceedances are in bold.

Standards derived from the Connecticut Department of Environmental Protection (CTDEP)
Remediation Standard Regulations December 13, 1995.

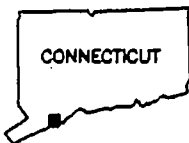
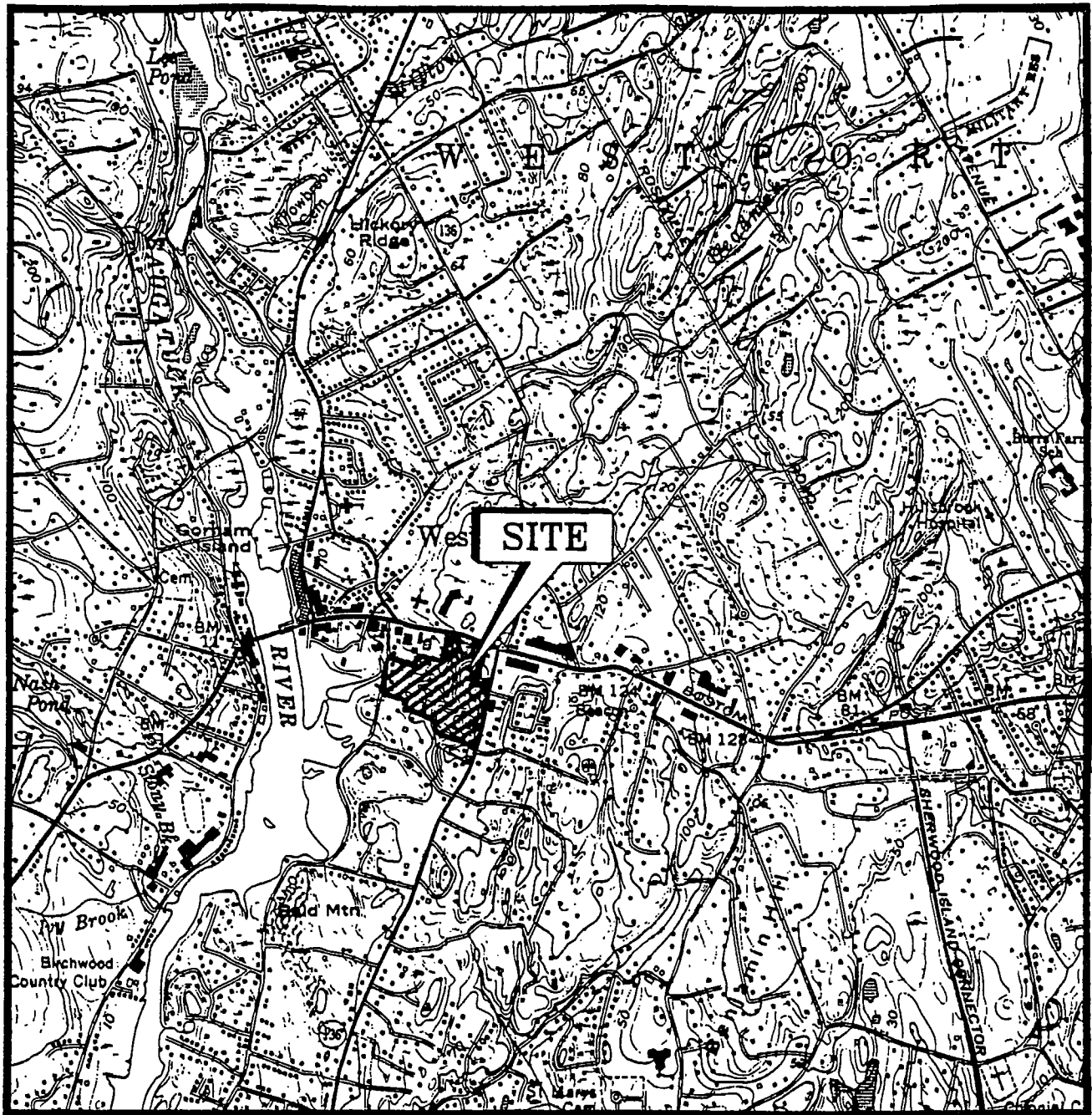
Groundwater samples collected by AKRF, Inc. on July 8, 1998.

**TABLE 2
SUMMARY OF DETECTED COMPOUNDS IN SOIL
BARON'S ESTATE
WESTPORT, CONNECTICUT**

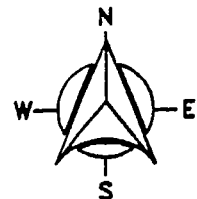
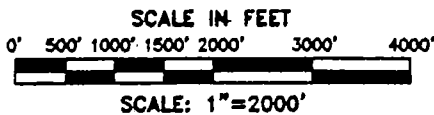
Compound (mg/kg)	SS-1	SS-2	CTDEP Residential Direct Exposure Criteria
TPH	790	85	500
Lead	34	12	500
Chromium	10	13	100
Arsenic	ND	2.4	10
Barium	30	61	4700

Notes: TPH - Total Petroleum Hydrocarbons
 ND - Not Detected above method detection limit
 SS - Soil Sample
 mg/kg - milligrams per kilogram
 Exceedances are in bold.
 Standards derived from Connecticut Department of Environmental Protection
 (CTDEP) Remediation Standard Regulations December 13, 1995.
 Soil Samples collected by AKRF, Inc. on June 26, 1998.

FIGURES



QUADRANGLE LOCATION



SOURCE:

USGS TOPOGRAPHIC MAP - WESTPORT, CONNECTICUT
 QUADRANGLE - DATED 1960, PHOTOREVISION 1971.

BARON'S ESTATE
 WESTPORT, CONNECTICUT

SITE LOCATION MAP

AKRF, Inc.

Environmental Consultants
 149 Water Street Norwalk, CT 06854

DATE
7/20/98

PROJECT No.
50065

FIGURE No.

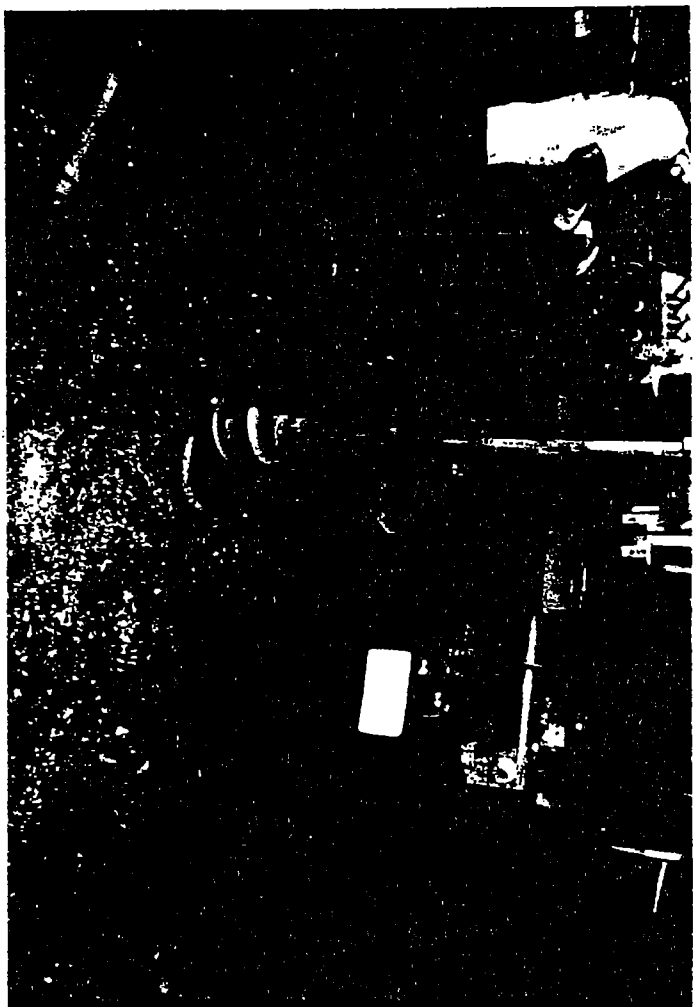
1

APPENDIX A
PHOTOGRAPHIC DOCUMENTATION

BARONS ESTATE, WESTPORT, CONNECTICUT



Groundwater monitor well MW-1 located centrally on the study site.



Soil Boring B-1 located centrally on the eastern section of the study site.



Former "lab" area located within residential structure.



Former "lab" located centrally on the western section of the study site.

APPENDIX B
SOIL BORING/ MONITOR WELL INSTALLATION LOGS

Driller: Envirotech Drilling Inc.	Drilling	Date	Time
Drill Method: 4-1/4" Hollow Stem Auger	Started	6/26/98	0745
Sample Method: Split Spoon	Finished	6/28/98	1000
Borehole Diameter: 8 in.	Water Level: 20.1' below grade	Logged By: BS	Checked By: CJK

Sample No.	Recovery (in.)	Blow Counts	PID	Depth (feet)	Graphic Log	Materials Description	Well Completion						
S-1	8"	3 18 13 11	0.0	1		Dry, medium dense, dark brown to light brown, fine to coarse, SILT and SAND, trace Gravel.	Locking Protective Casing flush with grade Cap Concrete Seal Natural Backfill Bentonite Pellet Seal 2" dia. Sch.40 Blank PVC						
				2									
				3									
				4									
				5									
S-2	3"	7 7 7 13	0.0	6					Dry, medium dense, brown to light brown, fine to coarse, SILT and SAND.				
				7									
				8									
				9									
				10									
S-3	3"	22 40 50 -	0.0	11							Dry, very dense, light brown, coarse, SAND and GRAVEL.		
				12									
				13									
				14									
				15									
S-4	8"	38 38 50 -	0.0	16									Dry, very dense, light brown, fine to coarse, SAND and GRAVEL.
				17									
				18									
				19									
				20									
S-5	2"	8 5	0.0			Wet, loose, brown to light brown, fine to coarse, SAND and GRAVEL.							

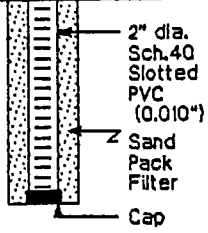
AKRF, INC
 Environmental Consultants
 149 Water Street
 Norwalk, Connecticut 06854
 Phone (203) 852-9322 Fax (203) 838-9357

Log of Well MW-1
 Baron's Estate
 Westport, Ct.

Sheet 2 of 2

Job Number: 50065

GS Elevation:

Sample No.	Recovery (in.)	Blow Counts	PID	Depth (feet)	Graphic Log	Materials Description	Well Completion
S-5	2'	3 4	0.0	22	0.0 0.0 0.0	Wet, loose, brown to light brown, fine to coarse, SAND and GRAVEL.	 <p>2" dia. Sch. 40 Slotted PVC (0.010") Sand Pack Filter Cap</p>
				23			
				24			
				25			
				26			
				27			
				28			
				29			
				30			
				31			
				32			
				33			
				34			
				35			
				36			
				37			
				38			
				39			
				40			
				41			
				42			
				43			
				44			

End of Boring at approximately 24.1 feet below grade.

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Log of Well MW-2
 Baron's Estate
 Westport, Ct.

Sheet 1 of 1

Job Number: 50065

GS Elevation:

Driller: Envirotech Drilling Inc.	Drilling	Date	Time
Drill Method: 4-1/4" Hollow-Stem Auger	Started	6/26/98	1015
Sample Method: Split Spoon	Finished	6/26/98	1200
Borehole Diameter: 8 in.	Water Level: 14.9' below grade	Logged By: BS	Checked By: CJK

Sample No.	Recovery (in.)	Blow Counts	PTD	Depth (feet)	Graphic Log	Materials Description	Well Completion
S-1	9"	25 25 25	0.0	1		Dry, medium dense, brown to dark brown, fine to coarse, SILT.	
				2			
				3			
				4			
				5			
S-2	3"	50 - -	0.0	6		Dry, very dense, dark brown, fine to coarse, SILT.	
				7			
				8			
				9			
				10			
S-3	2"	35 35 50 -	0.0	11		Dry, very dense, dark brown, fine to coarse, SILT and ROCK FRAGMENTS.	
				12			
				13			
				14			
				15			
S-4	-	50 - -	0.0	16		No recovery; tip of spoon wet.	
				17			
				18			
				19			
				20		End of Boring at approximately 17.9 feet below grade.	

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Log of Well MW-3
Baron's Estate
Westport, Ct.

Sheet 1 of 2

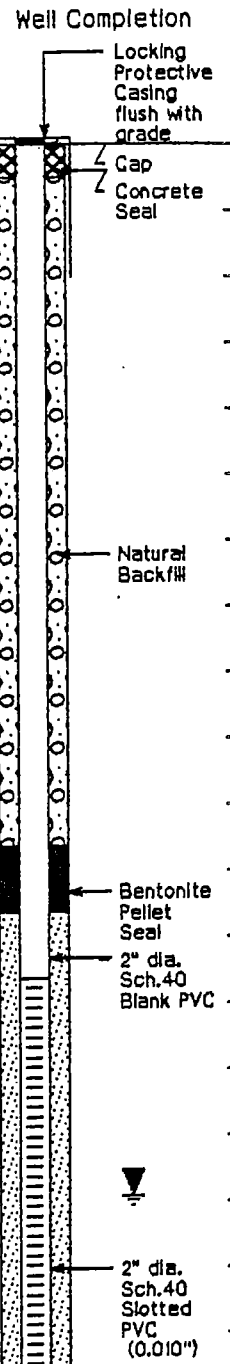
Job Number: 50065

GS Elevation:

Driller: Envirotech Drilling Inc.	Drilling	Date	Time
Drill Method: 4-1/4" Hollow Stem Auger	Started	6/26/98	1300
Sample Method: Split Spoon	Finished	6/26/98	1630

Borehole Diameter: 8 in. Water Level: 15.8' below grade Logged By: BS Checked By: CJK

Sample No.	Recovery (in.)	Blow Counts	PID	Depth (feet)	Graphic Log	Materials Description	Well Completion
S-1	12"	4 8 7 7	0.0	1		Dry, medium dense, brown to light brown/orange, fine to coarse, SILT and SAND.	
				2			
				3			
				4			
				5			
S-2	5"	12 50 -	0.0	6		Dry, very dense, brown to light brown, fine to coarse, SILT and SAND, trace Rock Fragments.	
				7			
				8			
				9			
				10			
S-3	2"	18 50 -	0.0	11		Dry, very dense, brown to light brown, fine to coarse, SILT and SAND, trace Rock Fragments.	
				12			
				13			
				14			
				15			
S-4	8"	38 29 28 24	0.0	16		Wet, very dense, light brown, fine to coarse, SILT and SAND, some Gravel.	
				17			
				18			
				19			
S-5	18"	7 11	0.0	20		Wet, medium dense, brown, fine to coarse, SILT and SAND.	




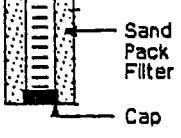
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Log of Well MW-3
 Baron's Estate
 Westport, Ct.

Sheet 2 of 2

Job Number: 50065

GS Elevation:

Sample No.	Recovery (in.)	Blow Counts	PTD	Depth (feet)	Graphic Log	Materials Description	Well Completion
S-5	18"	14 13	0.0	22		Wet, medium dense, brown, fine to coarse, SILT and SAND.	 <p>Sand Pack Filter Cap</p>
				23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44		<p><i>End of Boring at approximately 22.8 feet below grade.</i></p>	

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Log of Boring B-1
 Baron's Estate
 Westport, Ct.

Sheet 1 of 1
 Job Number: 50065
 GS Elevation:

Driller: Envirotech Drilling Inc.	Drilling	Date	Time
Drill Method: 4-1/4" Hollow Stem Auger	Started	6/25/98	0745
Sample Method: Split Spoon	Finished	6/25/98	0845
Borehole Diameter: 8 in.	Water Level: Not Encountered	Logged By: BS	Checked By: CJK

Sample No.	Recovery (in.)	Blow Counts	PTD	Depth (feet)	Graphic Log	Materials Description	Moisture
S-1	8"	10 4 1	0.0	1		Dry, medium dense, dark brown to light brown, fine to coarse, SILT and SAND.	Dry
				2			
				3			
				4			
				5			
S-2	4"	30 20 18 18	0.0	6			Dry
				7			
				8			
				9			
				10			
S-3	8"	25 22 18 18	0.0	11			Dry
				12			
				13			
				14			
				15			
				16			
				17			
				18			
				19			
				20			
						Auger refusal at approximately 13 feet below grade.	

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Log of Boring B-2
 Baron's Estate
 Westport, Ct.

Sheet 1 of 1

Job Number: 59065

GS Elevation:

Driller: Envirotech Drilling Inc.	Drilling	Date	Time
Drill Method: 4-1/4" Hollow Stem Auger	Started	8/25/98	0900
Sample Method: Split Spoon	Finished	8/25/98	1000
Borehole Diameter: 8 in.	Water Level: Not Encountered	Logged By: BS	Checked By: CJK

Sample No.	Recovery (in.)	Blow Counts	PID	Depth (feet)	Graphic Log	Materials Description	Moisture	
S-1	8"	10 4 7 -	0.0	1		Dry, medium dense, dark brown to light brown, fine to coarse, SILT and SAND.	Dry	
				2				
				3				
				4				
				5				
S-2	4"	30 20 19 18	0.0	6			Dry, dense, dark brown to brown, fine to coarse, SILT and SAND.	Dry
				7				
				8				
				9				
				10				
S-3	8"	25 22 18 18	0.0	11			Dry, dense, gray, fine to coarse, SAND and GRAVEL, some Silt.	Dry
				12				
				13				
				14				
				15		Auger refusal at approximately 13 feet below grade.		
				16				
				17				
				18				
				19				
				20				

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Log of Boring B-3
 Baron's Estate
 Westport, Ct.

Sheet 1 of 2

Job Number: 50085

GS Elevation:

Driller: Envirotech Drilling Inc.	Drilling	Date	Time
Drill Method: 4-1/4" Hollow Stem Auger	Started	6/25/98	1100
Sample Method: Split Spoon	Finished	6/25/98	1200
Borehole Diameter: 8 in.	Water Level: Not Encountered	Logged By: BS	Checked By: CJK

Sample No.	Recovery (in.)	Blow Counts	PID	Depth (feet)	Graphic Log	Materials Description	Moisture
S-1	8"	10 4 7	0.0	1		Dry, medium dense, dark brown to light brown, fine to coarse, SILT and SAND.	Dry
				2			
				3			
				4			
				5			
S-2	4"	30 20 19 18	0.0	6		Dry, dense, dark brown to brown, fine to coarse, SILT and SAND.	Dry
				7			
				8			
				9			
				10			
S-3	8"	25 22 18 18	0.0	11		Dry, dense, brown to light brown, fine to coarse, SILT and SAND, some Gravel.	Dry
				12			
				13			
				14			
				15			
S-4	8"	58 38 15 28	0.0	16		Dry, very dense, light brown to brown, fine to coarse, SILT and SAND, trace Gravel.	Dry
				17			
				18			
				19			
				20			
S-5	3"	15 33	0.0		Dry, very dense, light brown to brown, fine to coarse, SILT and SAND, some Gravel.	Dry	

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Log of Boring B-3
 Baron's Estate
 Westport, Ct.

Sheet 2 of 2

Job Number: 50005

GS Elevation: :

Sample No.	Recovery (in.)	Blow Counts	PID	Depth (feet)	Graphic Log	Materials Description	Moisture
S-5	3"	50	0.0	22		Dry, very dense, light brown to brown, fine to coarse, SILT and SAND, some Gravel.	Dry
				23			
				24			
				25			
S-8	3"	12 44 11 22	0.0	26		Dry, dense, gray, fine to coarse, SAND and GRAVEL, some Silt.	Dry
				27			
				28		Auger refusal at approximately 28 feet below grade.	
				29			
				30			
				31			
				32			
				33			
				34			
				35			
				36			
				37			
				38			
				39			
				40			
				41			
				42			
				43			
				44			

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Log of Boring B-4
 Baron's Estate
 Westport, Ct.

Sheet 1 of 1
 Job Number: 56065
 GS Elevation:

Driller: Envirotech Drilling Inc.

Drilling	Date	Time
Started	6/25/98	1315
Finished	6/25/98	1500

Drill Method: 4-1/4" Hollow Stem Auger

Sample Method: Split Spoon

Logged By: BS
 Checked By: CJK

Borehole Diameter: 8 in.

Water Level: Not Encountered

Sample No.	Recovery (in.)	Blow Counts	PID	Depth (feet)	Graphic Log	Materials Description	Moisture
S-1	8"	3785	0.0	1		Dry	
				2			
				3			
				4			
				5			
S-2	4"	4388	0.0	6			Dry
				7			
				8			
				9			
				10			
S-3	0"	100	-	11			
				12			
				13			
				14			
				15			
				16			
				17			
				18			
				19			
				20			

Dry, medium dense, dark brown, fine, SILT.

Dry, medium dense, dark brown to brown, fine to coarse, SILT and SAND.

Auger refusal at approximately 13.8 feet below grade

AKRF, INC
 Environmental Consultants
 149 Water Street
 Norwalk, Connecticut 06854
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Log of Boring B-5
 Baron's Estate
 Westport, Ct.

Sheet 1 of 2
 Job Number: 50065
 GS Elevation:

Driller: Envlrotech Drilling Inc.

Drill Method: 4-1/4" Hollow Stem Auger

Sample Method: Split Spoon

Borehole Diameter: 8 in.

Water Level: Not Encountered

Logged By: BS

Checked By: CJK

Sample No.	Recovery (in.)	Blow Counts	PI/D	Depth (feet)	Graphic Log	Materials Description	Moisture			
S-1	8"	5 14 50	0.0	1		Dry, very dense, brown, fine to coarse, SILT, small Rocks.	Dry			
				2						
				3						
				4						
				5						
S-2	1"	8 11 9 7	0.0	6		Dry, medium dense, brown, fine to coarse, SILT and SAND, trace Rock Fragments (Gravel).	Dry			
				7						
				8						
				9						
				10						
S-3	18"	2 2 2 2	0.0	11			Dry, loose, brown, fine to coarse, SILT.	Dry		
				12						
				13						
				14						
S-4	1"	50 - -	0.0	16			Dry, very dense, light brown to brown, fine to coarse, SILT and SAND.	Dry		
				17						
				18						
				19						
S-5	2"	32 4	0.0	20	Dry, very dense, gray, fine to coarse, SAND and GRAVEL, some Silt.	Dry				

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Log of Boring B-5
 Baron's Estate
 Westport, Ct.

Sheet 2 of 2

Job Number: 56085

GS Elevation:

Sample No.	Recovery (in.)	Blow Counts	PID	Depth (feet)	Graphic Log	Materials Description	Moisture
S-5	2"	50	0.0	22	0.0	Dry, very dense, gray, fine to coarse, SAND and GRAVEL, some Silt.	Dry
				23			
				24			
				25			
				26			
				27			
				28			
				29			
				30		Auger refusal at approximately 28.5 feet below grade.	
				31			
				32			
				33			
				34			
				35			
				36			
				37			
				38			
				39			
				40			
				41			
				42			
				43			
				44			

APPENDIX C
SURVEY ELEVATION DATA

TO: AKRF
149 WATER STREET
NORWALK, CT 06854

FROM: ARCAMONE LAND SURVEYORS
36 ROTON AVENUE
ROWAYTON, CT 06853

RE: BARON'S ESTATE
COMPO ROAD SOUTH
WESTPORT, CT 06880

DATE: 9-Jul-98

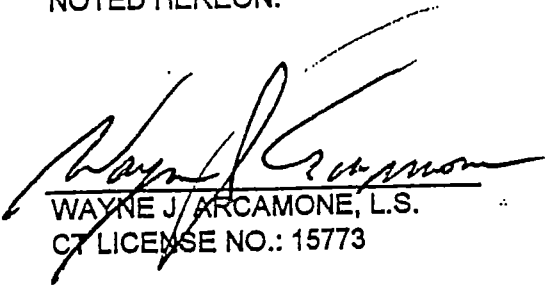
PROJECT # 50065

MONITORING WELL DATA

<u>ITEM</u>	<u>ELEVATION TOP RIM CASING</u>	<u>ELEVATION AT GRADE</u>	<u>ELEVATION TOP PVC</u>
MW - 1	112.32	112.14	111.87
MW - 2	102.22	102.11	101.71
MW - 3	93.80	93.70	93.39

NOTE: THE ABOVE ELEVATIONS ARE REFERENCED TO AN ASSUMED DATA
P.K. BENCHMARK IN 24 INCH MAPLE AT MONITORING WELL #3 LOCATION
ELEVATION = 100.00

"TO MY KNOWLEDGE AND BELIEF THIS SURVEY IS SUBSTANTIALLY CORRECT AS
NOTED HEREON."


WAYNE J. ARCAMONE, L.S.
CT LICENSE NO.: 15773

APPENDIX D
GROUNDWATER ANALYTICAL REPORTS



911 Bridgeport Avenue
900 Shelton Plaza
Shelton, CT 06484

July 9, 1998

Mr. Brian Sirowich
AKRF
149 Water Street
Norwalk, CT 06854

RE: Analysis of 3 water samples collected 7/8/98.
PROJECT: Westport
PROJECT #: 50065
CET #: 98-4698

Tel: (203) 925-1133
Fax: (203) 925-1140
e-mail: comenvtst@aol.com

The samples were analyzed as per EPA method 8010. The results are on the following page in ppb.

Please call with any questions.

David Ditta
Laboratory Director

EPA METHOD 8010A
HALOGENATED VOLATILE ORGANICS

CLIENT: AKRF
PROJECT #: 50065
CET #: 98-4698

MATRIX: water
UNITS: ppb
DATE ANALYZED: 7/9/98

	MW-1	MW-2	MW-3	DETECTION LIMIT
BROMOBENZENE	ND	ND	ND	5.0
BROMODICHLOROMETHANE	ND	ND	ND	1.0
BROMOFORM	ND	ND	ND	5.0
BROMOMETHANE	ND	ND	ND	10
CARBON TETRACHLORIDE	ND	ND	ND	1.0
CHLOROBENZENE	ND	ND	ND	1.0
CHLOROETHANE	ND	ND	ND	10
2-CHLOROETHYL VINYL ETHER	ND	ND	ND	10
CHLOROFORM	ND	ND	ND	1.0
CHLOROMETHANE	ND	ND	ND	10
DIBROMOCHLOROMETHANE	ND	ND	ND	1.0
DIBROMOMETHANE	ND	ND	ND	5.0
1,2-DICHLOROBENZENE	ND	ND	ND	1.0
1,3-DICHLOROBENZENE	ND	ND	ND	1.0
1,4-DICHLOROBENZENE	ND	ND	ND	1.0
DICHLORODIFLUROMETHANE	ND	ND	ND	10
1,1-DICHLOROETHANE	ND	ND	ND	1.0
1,2-DICHLOROETHANE	ND	ND	ND	1.0
1,1-DICHLOROETHENE	ND	ND	ND	1.0
cis-1,2-DICHLOROETHENE	6.1	ND	1.5	1.0
trans-1,2-DICHLOROETHENE	ND	ND	ND	1.0
DICHLOROMETHANE	ND	ND	ND	5.0
1,2-DICHLOROPROPANE	ND	ND	ND	1.0
cis-1,3-DICHLOROPROPENE	ND	ND	ND	1.0
trans-1,3-DICHLOROPROPENE	ND	ND	ND	1.0
1,1,2,2-TETRACHLOROETHANE	ND	ND	ND	1.0
1,1,1,2-TETRACHLOROETHANE	ND	ND	ND	1.0
TETRACHLOROETHENE	66	ND	17	1.0
1,1,1-TRICHLOROETHANE	ND	ND	ND	1.0
1,1,2-TRICHLOROETHANE	ND	ND	ND	1.0
TRICHLOROETHENE	1.8	ND	ND	1.0
TRICHLOROFLUOROMETHANE	ND	ND	ND	10
1,2,3-TRICHLOROPROPANE	ND	ND	ND	1.0
VINYL CHLORIDE	ND	ND	ND	2.0



COMPLETE ENVIRONMENTAL TESTING, INC.

CHAIN OF CUSTODY

911 Bridgeport Avenue
900 Shelton Plaza
Shelton, CT 06484
Tel (203) 925-1133
FAX (203) 925-1140

Form with fields for CLIENT NAME AND ADDRESS, REPORT TO, PROJECT #, PROJECT LOCATION, PURCHASE ORDER #, SAMPLED BY, DATE/TIME, RECEIVED BY, PRIORITY, SAMPLE MATRIX, SAMPLE LOCATION, # OF CONTAINERS, and COMMENTS.

APPENDIX E
STOCKPILED SOIL ANALYTICAL REPORTS



911 Bridgeport Avenue
900 Shelton Plaza
Shelton, CT 06484

Tel: (203) 925-1133
Fax: (203) 925-1140
e-mail: comenvtst@aol.com

June 30, 1998

Mr. Brian Sirowich
AKRF
149 Water Street
Norwalk, CT 06854

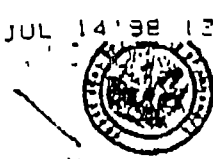
RE: Analysis of 2 soil samples collected 6/26/98.
PROJECT: 50065, Westport
CET #: 98-4403

<u>Total Metals</u>	<u>SED1</u>	<u>SED2</u>
Pb	34	12
Cd	ND<1.0	ND<1.0
Cr	10	13
As	ND<2.0	2.4
Se	ND<1.0	ND<1.0
Hg	ND<0.20	ND<0.20
Ba	30	61
Ag	ND<2.0	ND<2.0
TPH (418.1)	790	85

Results are in mg/kg.


David Ditta
Laboratory Director

APPENDIX F
HAZARDOUS MATERIALS MANIFESTS



JUL 14 '98 12:41 PM NORTH TECHNOLOGY 203 234 7189 TO 12030031462 P 01

STATE OF ARKANSAS
 Department of Pollution Control and Ecology
 P.O. Box 8913 Little Rock, Arkansas 72219-8913
 Telephone 501 682-0744

Form Approved OMB No. 2050-00

1

UNIFORM HAZARDOUS WASTE MANIFEST

Generator OR EPA ID No: C.T.R.O.O.O.O.2.1.4.8.6 19.621

Manifest Date: 7/14/98

3 Generator Name and Address: BARON ESTATES
 52 Compo Road South
 Westport, CT 06880

4 Generator Phone: 203-230-2040

5 Generator City/State/Zip: Westport, CT 06880

6 US PPA ID Number: C.T.R.O.O.O.O.3.8.0.6

7 Transporter Name: DART Trucking Co Inc

8 US EPA ID Number: 0.H.D.009.86.5.8.2.5

9 US DOT Facility No. (if applicable): ENSCO, Inc.
 309 American Circle
 Eldorado, AR 71730

10 US EPA ID Number: A.R.D.0.6.9.7.4.8.1.9.2

11 US DOT Description (including proper shipping name, hazard class and ID number)

12 Containers	13 Total Quantity	14 Unit Weight	15 Waste No.
No	Type		
004	DM	01200P	0001
003	DM	00155G	0001
001	DF	00012P	0030

16 A. Hazardous Materials Listed Above:
 X) 664360 Paint and Solvents 1-DF, 3-DM
 B) 664347 Mixed Solvents
 C) 749669

16 B. Emergency Response Information:
 If no alternate TSD, return to generator

16 C. Emergency Contact (Info Trac) 1-800-535-5053

10 GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations and Arkansas state regulations.

17 Transporter Name: Brian S. Swartz

18 Transporter Signature: [Signature]

19 Facility Name: [Signature]

20 Facility Signature: [Signature]

AR-5-97

NOTICE: THE ORIGINAL AND NOT LESS THAN TWO (2) COPIES MUST MOVE WITH THE HAZARDOUS WASTE SHIPMENT. ONCE DELIVERED, THE TREATMENT/STORAGE/DISPOSAL (TSD) FACILITY MUST SIGN AND DATE THE ORIGINAL COPY OF THE MANIFEST.



STATE OF ARKANSAS
 Department of Pollution Control and Ecology
 P.O. Box 8913 Little Rock, Arkansas 72219-8913
 Telephone 501-682-0744

6

Please print or type. (Form designed for use on all 12-pitch typewriter.)

Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator's US EPA ID No.	Manifest Document No.	2. Page 1 of 1	Information in the shaded areas is not required by Federal law.	
3. Generator's Name and Mailing Address BARON ESTATES 52 Compo Road South Westport, CT 06880		C.T.P.0.0.0.0.2.1.4.8.6		A. State Manifest Document Number AR-919621		
4. Generator's Phone 203-230-2040		6. US EPA ID Number		B. State Generator's ID		
5. Transporter 1 Company Name Earth Technology, Inc.		C.T.R.0.0.0.0.3.8.0.6		C. State Transporter's ID 28871		
7. Transporter 2 Company Name		8. US EPA ID Number		D. Transporter's Phone 203-230-2040		
9. Designated Facility Name and Site Address ENSCO, Inc. 309 American Circle ElDorado, AR 71730		10. US EPA ID Number A.R.D.0.6.9.7.4.8.1.9.2		E. State Facility's ID		
				H. Facility's Phone 501-863-7173		
11. US DOT Description (Including Proper Shipping Name, Hazard Class and ID Number)		12. Containers No.	13. Total Quantity	14. Unit Wt/Vol	15. Waste No.	
a. Waste, Flammable Liquids, N.O.S., 3, UN1993, PGII (Paint, Isopropanol)		0, 0, 4	D, M	0, 1, 2, 0, 0	P	DO01
b. Waste, Flammable Liquids, N.O.S., 3, UN1993, PGII (Benzyl Alcohol, Mineral Spirits)		0, 0, 5	D, M	0, 0, 1, 6, 5	G	DO01
c. Waste, Toxic Liquid, Organic, N.O.S., 6.1, UN2810, PGII (Sodium Nitroferrocyanide)		0, 0, 1	D, F	0, 0, 0, 1, 2	P	PO30
d.						
J. Additional Description for Materials Listed Above A) 664360 Paint and Solvents 1-DA, 3-DA B) 664347 Mixed Solvents C) 749669		K. Emergency Response Information				
if no alternate TSD, return to generator						
15. Special Handling Instructions and Additional Information Emergency Contact (Info Trac) 1-800-535-5053						
16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packaged, marked, and labeled/placarded, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations and Arkansas state regulations. If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.						
Printed/Typed Name		Signature			Month Day Year	
17. Transporter 1 Acknowledgement of Receipt of Materials		Signature			Month Day Year	
Printed/Typed Name John S Cinque		Signature			06 29 98	
18. Transporter 2 Acknowledgement of Receipt of Materials		Signature			Month Day Year	
Printed/Typed Name		Signature			Month Day Year	
19. Discrepancy Indication Space						
20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.						
Printed/Typed Name		Signature			Month Day Year	

GENERATOR TRANSPORTER FACILITY

APPENDIX F
HAZARDOUS MATERIALS MANIFESTS



STATE OF ARKANSAS
Department of Pollution Control and Ecology
P.O. Box 8913 Little Rock, Arkansas 72219-8913
Telephone 501 682-0744

Form Approved OMB No 2550-001

1

UNIFORM HAZARDOUS WASTE MANIFEST

1 Generator's US EPA ID No: C.T.P.O.O.O.O.2.1.4.9.6 19621

2 Receiver's US EPA ID No: AR-919621

3 Generator Name and Address: BARON ESTATES
52 Compo Road South
Westport, CT 06880

4 Material Name: 203-230-2040

5 Transporter's Company Name: Earth Technology, Inc.

6 US DOT Hazardous Material ID Number: C.T.R.O.O.O.O.3.8.0.6

7 Transporter's Company Name: DART Trucking Co Inc

8 US DOT Hazardous Material ID Number: O.H.D.009.865.825

9 Material's Facility Name and Site Name: ENSCO, Inc.
309 American Circle
El Dorado, AR 71730

10 US EPA ID Number: A.R.D.O.6.9.7.4.8.1.9.2

11 US DOT Description (including proper shipping name, hazard class and ID Number):
Waste, Flammable Liquids, N.O.S., 3, UN1993, PGTT (Paint, Isopropanol)
Waste, Flammable Liquids, N.O.S., 3, UN1993, PGII (Benzyl Alcohol, Mineral Spirits)
Waste, Toxic Liquid, Organic, N.O.S., 6.1, UN2810, PGII (Sodium Nitroferrocyanide)

12 Containers	13		14	15	16
	HA	TYM			
	004	DM	01200P		0001
	003	DM	0165G		0001
	001	DF	0012P		0030

17 Generator's Certification: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packaged, marked and labeled/placarded, and are in full respect in proper condition for transport by highway according to applicable international and national government regulations and Arkansas state regulations. I am a large quantity generator. I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment. OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.

18 Emergency Response Information:
A) Hazardous Reaction by Material Listed Above:
X) 664360 Paint and Solvents 1-DF, 3-DM
B) 664347 Mixed Solvents
C) 749669
If no alternate TSD, return to generator

19 Emergency Contact (Info Trac) 1-800-535-5053

20 Generator's Signature: *Ben Brown* as agent of the Baron Estate
Signature Date: 0629.98

21 Transporter's Acknowledgment of Receipt of Materials: *John S. Caraque*
Signature Date: 0708.98

22 Facility Owner or Operator: *Paul LaPlante*
Signature



STATE OF ARKANSAS
 Department of Pollution Control and Ecology
 P.O. Box 8913 Little Rock, Arkansas 72219-8913
 Telephone 501-682-0744

6

Form Approved. OMB No. 2050-0039

print or type. (Form designed for use on elite (12-pitch) typewriter.)

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator's US EPA ID No. **C.T.P.O.O.O.O.2.1.4.8.6**

2. Page 1 of 1

3. Generator's Name and Mailing Address
BARON ESTATES
52 Compo Road South
Westport, CT 06880

4. Generator's Phone **203-230-2040**

5. Transporter 1 Company Name
Earth Technology, Inc.

6. US EPA ID Number **C.T.R.O.O.O.O.O.3.8.0.6**

7. Transporter 2 Company Name

8. US EPA ID Number

9. Designated Facility Name and Site Address
ENSCO, Inc.
309 American Circle
Eldorado, AR 71730

10. US EPA ID Number **A.R.D.O.6.9.7.4.8.1.9.2**

A. State Manifest Document Number
AR-919621

B. State Generator's ID

C. State Transporter's ID **28171**

D. Transporter's Phone **203-230-2040**

E. State Transporter's ID

F. Transporter's Phone

G. State Facility's ID

H. Facility's Phone **501-863-7173**

11. US DOT Description (Including Proper Shipping Name, Hazard Class and ID Number)	12. Containers		13. Total Quantity	14. Unit Wt/Vol	15. Waste No.
	No.	Type			
Waste, Flammable Liquids, N.O.S., 3, UN1993, PGII (Paint, Isopropanol)	0,0,4	DM Q 1,2 Q Q P			DO01
Waste, Flammable Liquids, N.O.S., 3, UN1993, PGII (Benzyl Alcohol, Mineral Spirits)	0,0,3	DM Q Q 1,6 5 G			DO01
Waste, Toxic Liquid, Organic, N.O.S., 6.1, UN2810, PGII (Sodium Nitroferrocyanide)	0,0,1	D, F Q Q Q 1,2 P			PQ30
d.					

Additional Description for Materials Listed Above

A) 664360 Paint and Solvents 1-DB, 3-DM

B) 664347 Mixed Solvents

C) 749689

K. Emergency Response Information

15. Special Handling Instructions and Additional Information

Emergency Contact (Info Trac) 1-800-535-5053

if no alternate TSD, return to generator

16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packaged, marked, and labeled/placarded, and are in all respects in proper condition for transport by highway according to applicable International and national government regulations and Arkansas state regulations.

If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.

Printed/Typed Name: *John S Cinque* Signature: *[Signature]* Month: *06* Day: *29* Year: *98*

17. Transporter 1 Acknowledgement of Receipt of Materials

Printed/Typed Name: *John S Cinque* Signature: *[Signature]* Month: *06* Day: *29* Year: *98*

18. Transporter 2 Acknowledgement of Receipt of Materials

Printed/Typed Name: Signature: Month: Day: Year:

19. Discrepancy Indication Space

20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.

Signature: Month: Day: Year:

TRANSPORTER FACILITY

EXHIBIT E



ENVIRONMENTAL RISK LIMITED

120 Mountain Avenue Bloomfield, CT 06002
Tel: (860) 242-9933 • Fax: (860) 243-9055 • www.eryl.com

August 11, 1998

Attorney Ira Bloom
Wake, See, Dimes & Bryniczka
27 Imperial Avenue
P.O. Box 777
Westport, CT 06881-0777

Re: Report Review, Response to Your Questions
Baron's South Property, Westport, Connecticut
ERL Project No. 06541-56

Dear Attorney Bloom:

Environmental Risk limited (ERL) has prepared the following letter to detail the results of our review of the Draft Investigation Report prepared by AKRF, Inc. (received via facsimile on 7/29/98) for the Baron's South property located on Compo Road South in Westport, Connecticut. The letter also responds to questions that were posed in a letter from your office dated July 31, 1998.

In general, ERL believes that the level of investigation proposed by AKRF was adequate for the objective of confirming ERL's findings and further evaluating the origin of on-site groundwater contamination. AKRF advanced 5 soil borings and installed three groundwater monitoring wells. AKRF attempted to place a groundwater monitoring well at the apparent most-upgradient location on the property, but encountered refusal on bedrock before reaching groundwater. This well was ultimately installed downgradient of an on-site building, and while reflecting a good field decision, it is less than optimal for making a definitive determination of whether groundwater is contaminated as it enters the site. None-the-less, it appears that AKRF's investigation supports the position that the contamination is emanating from an off-site source.

Summary of AKRF Investigation

AKRF advanced soil borings at five locations: two of the soil borings (B-1 and B-2) were located at the top of the hill near the free standing laboratory, a third (B-3) was located to the north of the laboratory attached to the northern residence, a fourth (B-4) was located near the gasoline station to the north, and the fifth (B-5) was located between the lab within the 60 Compo Road South residence and the greenhouse. At each soil boring, soil samples were collected every five feet for field screening with an organic vapor meter for the presence of organic vapors that may be associated with solvents. The drilling equipment encountered sample refusal at each of the soil borings prior to reaching the groundwater surface. No detectable levels of organic vapors were reported in any of the soil samples collected, therefore, no samples were submitted for analysis at a laboratory. Thus this investigation by AKRF did not indicate a "source area" where solvent contamination was apparent in on-site soils.

Based on the investigations conducted to date by both ERL and AKRF, no areas of soil contamination that would require remediation have been identified on the Baron's property. At this time, it appears that a reasonable level of investigation has been conducted for the purpose of evaluating areas of potential soil contamination.

AKRF installed three groundwater monitoring wells, including one along the northern property line near the bus repair facility, one near the on-site garage (to confirm data collected by ERL at sample GW-3), and one downgradient of the free standing laboratory. AKRF's analytical data confirmed the presence of perchloroethylene (PCE) on-site. Measurements of water elevations indicated that groundwater is apparently flowing from east to west, which had been anticipated. PCE

The additional groundwater sampling conducted by AKRF confirmed that there are levels of PCE in groundwater on the subject property that exceed the Groundwater Protection Criteria (GWPC) from the Connecticut Department of Environmental Protection (CTDEP) Remediation Standard Regulations (RSR). No detected levels of groundwater contamination have exceeded the two other criteria that are applicable to groundwater contaminants, the Surface Water Protection Criteria (SWPC) and the Residential Volatilization Criteria (RVC). The maximum level reported by AKRF was 66 parts-per-billion. Standards for PCE include: GWPC - 5 ppb; SWPC - 88 ppb; and RVC - 1500 ppb. Ø

The three different criteria were established by the CTDEP to protect against exposure to contaminated groundwater based upon the different pathways through which exposure could occur. The GWPC generally addresses the potential health risks associated with consumption of the groundwater. Given the site setting, the apparent absence of private water supply wells in the area, and the availability of public water supply in the site area, there would seem to be little opportunity for exposure through this pathway. It should be confirmed that there are no water supply wells nearby to the site. S.

The SWPC addresses the potential for negative impacts to a surface water body, and the RVC addresses the potential for the inhalation of contaminant vapors that migrate from the groundwater through the soil and into buildings. Neither of these criteria have been exceeded.

In spite of an exceedance of the GWPC, ERL does not believe that remediation of the groundwater will likely be required by either the buyer or seller, for several reasons.

First, since the investigations to date have not identified an on-site source of contamination, the current or subsequent owners would not be obligated to remediate (clean up) the groundwater. CTDEP has previously indicated that it will not require property owners to remediate groundwater contamination on their property which is a result of an off-site source. We are not aware of any movement toward changing this policy, and generally believe that given its pragmatic nature, it is unlikely that future changes in regulations or policy would require property owners to respond to off-site derived problems. DEP Policy

Second, there does not appear to be any reasonable exposure pathway associated with the groundwater contamination. Given this, and the generally acknowledged difficulty in remediating chlorinated solvents from groundwater (especially at the low levels observed), ERL believes it is very unlikely that any remediation will be required by the CTDEP.

The potential for human exposure due to contaminants being transported by volatilization and air-flow to the ground surface is remote. The detected levels of contaminants are well below the RVC (66 vs. 1500 ppb), and the depth to the groundwater surface (15 to 25 feet) make the migration of significant concentrations very unlikely. The CTDEP RSR indicate that the RVC only applies to sites where the groundwater is detected at less than 15' below grade (which indicates that the CTDEP has very low concerns about situations where groundwater is deeper, such as this site).

The potential for effects to biota via discharge of the groundwater into a surface body seem minimal. The detected levels of contaminants in the groundwater across the entire site were also below the SWPC, particularly on the western side of the property that is closest to the nearest water body.) ?

ERL believes that upon transfer of the property, a Form III Transfer of Establishment filing to the CTDEP will be required. This obligation has recently been triggered by the generation of hazardous waste at the site in amounts greater than 100 kilograms, which resulted from the cleanout of the laboratory chemicals. On this Form III document, one party to the transaction will accept responsibility to investigate and/or remediate site conditions as needed to comply with the terms of the RSRs. Accompanying this filing, will be a summary of environmental conditions at the site called an ECAF (Environmental Condition Assessment Form), which in part, typically makes a request for CTDEP to relinquish the oversight of the investigation/remediation activities to a L.E.P. (Licensed Environmental Professional). CTDEP must respond to the request within 45 days, at which time a series of obligations begin, including development of work plans and various reporting milestones. I have attached a few CTDEP Fact Sheets about the whole process, including Transfer of Establishment, ECAF Filings, and LEP. Given that the site lies in a "GA" groundwater area, it is difficult to anticipate whether the CTDEP will relinquish oversight to an LEP; historically they have been less inclined to relinquish sites in GA areas.

Given the various issues raised in this letter, ERL recommends the following (in the event the Town elects to pursue this transaction):

- Require that the Seller be the certifying party to the Form III and bear the responsibility for preparing and submitting the ECAF under the direction of an L.E.P.
- Require that the Seller keep the Town apprised at appropriate milestones as the property moves through the investigation and/or remediation activities which are ultimately triggered by the Form III/ECAF filing.

Remember

Attorney Ira Bloom
August 11, 1998
Page 4

- To the extent possible, require that the Seller accept responsibility for any future discoveries of environmental impacts which can be reasonably shown to pre-date the transaction.

If you have any questions regarding this matter, please feel free to contact David Clymer or me at 860-242-9933.

Very truly yours,

ENVIRONMENTAL RISK LIMITED

A handwritten signature in dark ink, appearing to read "D R Purington", written in a cursive style.

David R. Purington, P.E., L.E.P.
Senior Associate

DGC/ceb
u:\cbenito\dgc\6541\opinion

EXHIBIT F

Wake, See, Dimes & Bryniczka
Attorneys at Law

Edgar T. See
Edwin H. Dimes
Jacob P. Bryniczka
Amy L. Y. Day
Ira W. Bloom
Jonathan A. Flatow†

Douglas E. LaMonte
Gregg P. Gouras
Michael S. Toma

Twenty-seven Imperial Avenue
Post Office Box 777
Westport, Connecticut 06881-0777
(203) 227-9545

Telecopier (203) 226-1641
e-mail wsdl@wsdl.com

Hereward Wake (1951-1977)

Richard S. Gibbons
Walter M. Andrew, Jr.
Of Counsel

† Also Admitted New York Bar

July 31, 1998

Mr. David G. Clymer
Environmental Risk Limited
120 Mountain Avenue
Bloomfield, CT 06002

Re: **Baron's South - ERL Project No. 06541-56**

Dear Mr. Clymer:

Thank you for calling me yesterday after you reviewed the report prepared by AKRF, Inc., the consultant retained by the property owner. I understand you have had a chance to review this report and discuss the findings with Mr. Kopley of AKRF. Basically, as I understand it, the AKRF report was a further follow-up undertaken by the owner as a result of your Phase II report on the property. Both reports taken together now allow us to draw some conclusions.

Your comments to me yesterday were very positive in terms of the environmental status of the property. You indicated agreement with Mr. Kopley that the tetrachloroethylene found in the groundwater was from an off-site location. You also agreed that there was no soil contamination. The various reports, however, are complicated and technical, so I would ask you to address the following questions for further clarification.

I. SOIL

a. Do you in fact agree that there is no contamination of the soil on the Baron's property (hereafter "property")?

b. Is there any need to have soil removed from the property?

II. GROUNDWATER

a. Was is the significance, both legal and practical, of the finding in Mr. Kopley's report that

Wake, See, Dimes & Bryniczka

Mr. David G. Clymer
July 31, 1998
Page 2

tetrachloroethylene was in the groundwater at concentrations exceeding the current CTDEP criteria?

b. Is any "remediation" of the groundwater issue needed? If not, please explain why.

c. Is "remediation" of the groundwater problem practical or possible? What are the costs associated with such an effort?

d. Are there any risks to the public by the presence of this chemical? If not, please explain why.

e. How certain are we at this point as to the source of the chemical on the property. Mr. Kopley's report speaks of dry cleaning chemicals, and there are dry cleaners in the area.

f. Does the property owner have any legal obligation to contact 1) the party responsible for the release (e.g., the dry cleaner); or 2) any state (DEP), federal or local authorities?

g. Similarly, does the Town of Westport have the legal obligation?

h. If there is no legal obligation, would it nevertheless be prudent for the property owner or Town to notify the party responsible for the chemical's release, or would it be wise to take any other actions to stop the release.

i. Is there any increasing risk if the Town acquires the property and the chemical continues to be released?

j. My understanding is that the DEP does not require a property owner to remediate a problem resulting from an off-site source. Is this correct? Is there any reasonable prospect for this requirement to change?

III. CONCLUSIONS

a. In your professional opinion, are there now any environmental impediments to the Town acquiring this property?

b. Are there any further environmental tests or analyses which you would recommend?

Wake, See, Dimes & Bryniczka

Mr. David G. Clymer
July 31, 1998
Page 3

I look forward to your response.

Thank you.

Sincerely,



Ira W. Bloom

IWB:jm
cc: Hon. Diane Goss Farrell

EXHIBIT G

WINTHROP, STIMSON, PUTNAM & ROBERTS

ONE BATTERY PARK PLAZA
NEW YORK, NY 10004-1480
TELEPHONE: 212-858-1000
TELEFAX: 212-868-1600

FINANCIAL CENTRE
695 EAST MAIN STREET
POST OFFICE BOX 6760
STAMFORD, CT 06904-6760

2 THROUGHMORTON AVENUE
LONDON EC2N 2AP ENGLAND
TELEPHONE: 011-4471-628-4931
TELEFAX: 011-4471-638-0443

1133 CONNECTICUT AVENUE, N.W.
WASHINGTON, DC 20036
TELEPHONE: 202-775-9800
TELEFAX: 202-833-8491

TELEPHONE: 203-348-2300
TELEFAX: 203-965-8226

RUE DU TACITURNE 42
8-1040 BRUSSELS, BELGIUM
TELEPHONE: 011-322-230-1382
TELEFAX: 011-322-230-9288

128 WORTH AVENUE
PALM BEACH, FL 33480
TELEPHONE: 407-655-7297
TELEFAX: 407-833-6726

17-2, NISHI-SHIMBASHI 2-CHOME
MINATO-KU, TOKYO 106, JAPAN
TELEPHONE: 011-813-3437-8740
TELEFAX: 011-813-3437-9261

August 26, 1998

WRITER'S DIRECT DIAL

2506 ASIA PACIFIC FINANCE TOWER
CITIBANK PLAZA
3 GARDEN ROAD, CENTRAL, HONG KONG
TELEPHONE: 011-852-530-3400
TELEFAX: 011-852-530-3366

BY FACSIMILE

Ira W. Bloom, Esq.
Wake, See, Dimes & Bryniczka
27 Imperial Avenue
P.O. Box 777
Westport, CT 06881-0777

Re: Baron's South Property

Dear Ira:

Attached please find a copy of Secs. 22a-134 and 22a-134a of the Connecticut General Statutes. As we have discussed, the reporting requirements of this statute do not appear to have been triggered. Subsection (3)(A) specifically excludes remediation from the list of activities that define an "Establishment."

Please call me after you have an opportunity to review the attached. As I have stated previously, my client is prepared to comply with the law in all respects.

Very truly yours,

Vicki E. Volper
Vicki E. Volper

cc: Mark R. Rennie, Esq.
Arthur W. Hooper, Jr., Esq.

EXHIBIT H



STATE OF CONNECTICUT DEPARTMENT OF ENVIRONMENTAL PROTECTION



POLICY ON UP GRADIENT CONTAMINATION

In accordance with the Remediation Standard Regulations (Sec. 22a-133k-1 through k-3, RCSA) it is the policy of the Connecticut Department of Environmental Protection that a down gradient property owner is not responsible for remediating groundwater contamination flowing onto his or her property from another site, as long as the contamination is present solely as a result of the off-site source(s). The Remediation Section of the Bureau of Water Management (860-424-3705) and the above referenced regulations should be consulted for further guidance on this matter.

Michael Harder, Director
Permitting, Enforcement & Remediation Division
August 28, 1997

Fax Transmittal Memo

		# of Pages
To: <i>Attorney IRA BLOOM</i>	From: <i>MIKE HARDER</i>	
Co.:	Co.:	
Dept.:	Phone #	
Fax # <i>203-227-2443</i>	Fax # <i>424-4057</i>	

DMFX14

g:\mikel70827pol.wpd...policy on upgradient contamination

EXHIBIT I

DAY, BERRY & HOWARD LLP

*Counsellors at Law
Hartford, Stamford and Boston*

Thomas F. Harrison
(860) 275-0480

CityPlace I
Hartford
Connecticut 06103-3499
Telephone (860) 275-0100
Facsimile (860) 275-0343
Internet tfharrison@dbh.com

September 8, 1998

Ira W. Bloom, Esq.
Wake, See, Dimes & Bryniczka
27 Imperial Avenue
P.O. Box 777
Westport, CT 06881-0777

Re: Town of Westport - Baron's South Property

Dear Ira:

You have asked me to look into the environmental issues and potential liabilities, if any, relating to the "Baron's South Property" located between Imperial Avenue and Compo Road South in the Town of Westport. The property consists of approximately 23 acres and contains five residential buildings, a laboratory building, two garages and a greenhouse.

You have provided copies of an August 1998 Phase II Environmental Site Assessment prepared by AKRF, Inc., a June 10, 1998 Report of Environmental Investigation conducted by Environmental Risk Limited, and an August 11, 1998 Report Review also performed by Environmental Risk Limited. These documents suggest two possible "Environmental Concerns" that may have an impact on the Town if it should go forward with its contemplated purchase of this property:

(1) The June 29, 1998 shipment from the property, under a Uniform Hazardous Waste Manifest, of approximately 1200 pounds and 165 gallons of solid waste that exhibited the "characteristic" of ignitability under the Resource Conservation and Recovery Act. These wastes apparently originated in the course of preparation of prototype perfume products in the laboratory building on the property. These materials were sent to a licensed hazardous waste disposal facility in El Dorado, Arkansas.

(2) Analysis of groundwater samples disclosed the presence of tetrachloroethylene at concentrations above the Connecticut Remediation Standard Regulations for this material. The various Site Assessments conclude that no on-site activities could have caused or contributed to the presence of this substance in groundwater underlying the property, and they suggest that the

DAY, BERRY & HOWARD LLP

Ira W. Bloom, Esq.

September 8, 1998

Page 2

source could possibly be a dry cleaning establishment located off-site and upgradient of the Baron's Estate.

In view of these findings, you have asked me to address three general questions:

- (1) Does the June 29, 1998 shipment of perfume residues constitute the "generation" of hazardous waste requiring a filing under the Connecticut Transfer Act?
- (2) Is it likely that the Connecticut Department of Environmental Protection might require remediation of the groundwater under this property?
- (3) If the Town were to acquire ownership of this property, what is the risk that a third party might file an environmental claim against it?

I will address each question in the above order.

The Transfer Act, Conn. Gen. Stats. §22a-134 to 134e, applies when there is a "transfer" of an "establishment." The purchase contemplated by the Town would qualify as a transfer, and so we must focus on the "establishment" portion of the transaction. The key part of the statutory definition reads as follows:

"Establishment" means any real property at which or any business operation from which (A) on or after November 19, 1980, there was generated, *except as the result of remediation activities*, more than one hundred kilograms of hazardous waste in any one month,

.....

Conn. Gen. Stats. §22a-134(3), emphasis added. The term "generate" in this context generally means the act or process by which a material becomes a hazardous waste, and the concept of "waste" generally involves the idea of abandonment. Although there is no evidence pointing to the date or dates upon which the perfume residues were "abandoned" and thus became wastes, and even though the Connecticut DEP has taken the position that the act of shipment of such materials off-site can be the act of generation, the question is irrelevant here because it is clear that these materials were shipped out as part of remediation activities at the property. For the purposes of the Transfer Act remediation activities are those designed to remove or abate pollution or potential sources of pollution. *See* Conn. Gen. Stats. §22a-134(15). The off-site shipment of liquids with the characteristic of ignitability certainly meets that definition.

It is therefore my opinion that regardless of when the actual "generation" occurred, there is no requirement for a filing under the Transfer Act under these circumstances.

DAY, BERRY & HOWARD LLP

Ira W. Bloom, Esq.

September 8, 1998

Page 3

As to the DEP's intentions concerning the contaminated groundwater under the property, while it is always risky to speculate about the future conduct of a regulatory agency, it is my belief that the Department is not likely to require remediation, at least not on the Baron's parcel. At most it might seek some action at the dry cleaner in order to remove any continuing source of tetrachloroethylene. But given the relatively low concentrations noted in the Site Assessments and the complex nature of the bedrock, I would not expect DEP to require the owner of the dry cleaning establishment (or the Town, for that matter) to "chase and remediate" the contamination on the Baron's property.

On the question of potential third party claims, the Town, as the owner of the property, would always face the risk that a private party might file an environmental claim against it. If the claim related to the contaminated groundwater, the Town could successfully raise the defense that it did not cause the pollution and that it too was in effect the "victim" of the migration of the tetrachloroethylene onto its property. While no one can provide guarantees in this kind of situation, I think it is highly unlikely that any private party would file a claim against the Town involving the two "Environmental Concerns" described in the Site Assessments.

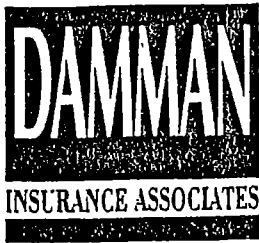
Please let me know if you need any further information.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Tom', with a horizontal line above it.

Thomas F. Harrison

EXHIBIT J



September 2, 1998

Telephone 203.227.9545

Facsimile - 203.226.1641 - 2 Pages

Ira W. Bloom, Esquire
Wake, See, Dimes & Bryniczka
Attorneys at Law
27 Imperial Avenue
Post Office Box 777
Westport, CT 06881 - 0777

Re: Town of Westport

Barons Estate Property
Compo Road South

Dear Ira,

As per our telephone conversation today, I am pleased to offer the attached response from Kemper Environmental. It appears that Kemper is providing the broadest terms and conditions of the three carriers who quoted with no exclusion for known contaminants being the most prevalent.

Kemper has provided their indication on a non - admitted, claims - made basis subject to receipt of completed and signed applications and additional information. Scottsdale Insurance Company will be the actual paper the coverage will be issued on with Kemper providing reinsurance.

If you should have any questions, please feel free to contact me directly at (203) 226 - 6811 X3362, facsimile (203) 226 - 9512 or e - mail chris@dammanins.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Christian J. Suerig". The signature is stylized with large, overlapping loops.

Christian J. Suerig
Marketing Director

TOWN OF WESTPORT

Kemper Environmental - Scottsdale Insurance Company

Coverages

Gradual
Sudden and Accidental Pollution Coverage.

Limits of Liability

- I. \$1,000,000 per environmental incident, \$2,000,000 aggregate limit for all environmental incidents.
- II. \$5,000,000 per environmental incident, \$5,000,000 aggregate limit for all environmental incidents.

Deductible Options

- A. \$25,000 Each Incident
- B. \$50,000 Each Incident

Indications - Do not include excess and surplus lines taxes

3 Year

I A:	\$28,500	II A:	\$54,300
I B:	\$24,930	II B:	\$47,450

Conditions

- 1 - No coverage will be provided for loss arising from underground storage tanks (USTs). Coverage for USTs may be provided only upon receipt, review and approval of recent (within six months) passing of integrity tests. Tanks must be integrity tested annually and at the insureds expense.
- 2 - Engineering: Prior to binding at Kemper Environmental's expense.
- 3 - Satisfactory underwriter review of Connecticut DEP documentation stating that the PCE contamination is from an off site source and a copy of the Phase I report, if available.
- 4 - The premium will be 100% earned at inception.
- 5 - Multi - year policy terms apply with a single aggregate limit, which is not automatically reinstated annually.

**OPTIONS FOR LIMITS OF LIABILITY AND RETENTIONS
ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY INSURANCE POLICY**

Account Name: Town of Westport

DECLARATIONS ITEM #		Option A	Option B
Item IV: Limit of Liability per ENVIRONMENTAL INCIDENT	US\$	1,000,000	5,000,000
Item V: Retention Amount per ENVIRONMENTAL INCIDENT except for Coverage E - Business Interruption and Extra Expense	US\$	a)25,000 b)50,000	a)25,000 b)50,000
Item VI: Deductible Period for Coverage E - Business Interruption and Extra Expense	hrs.	72 hrs.* or Business Interruption not provided.	72 hrs.* or Business Interruption not provided.
Item VII: Aggregate Limit of Liability for all ENVIRONMENTAL INCIDENTS	US\$	2,000,000	5,000,000
Item VIII: Total Retention Amount for all ENVIRONMENTAL INCIDENTS	US\$	Not Applicable	Not Applicable
Policy Period	yrs	3 plus 60 days Reporting Period	3 plus 60 days Reporting Period
Item X: <u>PREMIUM</u> (100% premium earned at inception)	US\$	a)28,500 b)24,930	a)54,300 b)47,450

Covered Location(s):

Baron's Estate

Endorsements:

- 1) Schedule of Endorsements
- 2) Premium Earned at Inception Endorsement
- 3) Government Mandated Environmental Clean Up



Princeton Forrestal Village
 136 Main Street, Suite 320
 Princeton, NJ 08540-5735
 1-800-679-0025

KEMPER ENVIRONMENTAL, LTD.

ISSUED THROUGH:
INEX, The Insurance Exchange

ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY INSURANCE POLICY

"Claims Made and Reported" Form
Please Read Carefully

Declarations

Policy No. _____

Renewal of Policy No. _____

Item I: First Named INSURED:
 Address:

Item II: INSURED(S):

Item III: a: The POLICY PERIOD is from _____ to _____ 12:01 A.M. Standard Time
 at the address of the First Named INSURED shown above.

b: The REPORTING PERIOD is from _____ to _____ 12:01 A.M. Standard
 Time at the address of the First Named INSURED shown above.

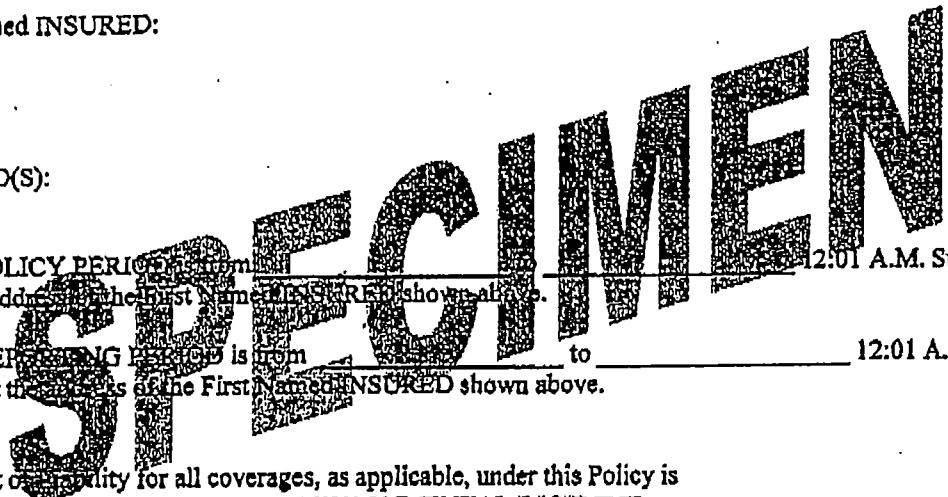
Item IV: The Limit of Liability for all coverages, as applicable, under this Policy is
 US \$ _____ per ENVIRONMENTAL INCIDENT.

Item V: The Retention Amount for all coverages, as applicable, except Coverage E under this Policy is
 US \$ _____ per ENVIRONMENTAL INCIDENT.

Item VI: The Deductible Period for Coverage E is _____ hours.

Item VII: The total POLICY PERIOD aggregate Limit of Liability for all ENVIRONMENTAL INCIDENTS under Coverages A
 through E, as applicable, under this Policy is US \$ _____.

Item VIII: The total POLICY PERIOD aggregate Retention Amount for all ENVIRONMENTAL INCIDENTS under Coverages A
 through D, as applicable, under this Policy is US \$ _____.



Item IX: Covered Location(s):

Item X: Policy Premium: US \$ _____
The Policy Premium is _____ pre-paid or payable in _____ equal installments due on _____.

Item XI: The INSURED'S Broker/Representative is:
Address:

Item XII: Forms and Endorsements attached to this Policy at inception date:

Countersigned this _____ day of _____, _____.

Authorized Representative

PRELIMINARY SPECIMEN

Insurance coverage hereunder is provided to the Named Insured or Reinsured through the facilities of INEX (formerly known as the Illinois Insurance Exchange), 500 North Wacker Drive, Suite 2220, Chicago, IL 60606 (312-372-4639) and is issued in accordance with Article V 1/2 of the Illinois Insurance Code and the INEX Regulations. Coverage is provided solely by the underwriting syndicate(s) listed herein. INEX itself is not an insurer and, accordingly, is not a party to this contract and has no liability hereunder. Each underwriting syndicate hereunder accepts individual and several liability but has no joint liability.

The following applies only to policies issued in New Jersey:

THIS POLICY IS NOT PROTECTED BY THE NEW JERSEY SURPLUS LINES INSURANCE GUARANTY FUND, WHICH IS OBLIGATED TO PAY COVERED CLAIMS FOR CERTAIN OTHER SURPLUS LINES INSURERS UP TO THE LIMITS PROVIDED BY LAW. ALTHOUGH INEX (FORMERLY KNOWN AS THE ILLINOIS INSURANCE EXCHANGE) MAINTAINS ITS OWN GUARANTY FUND, THAT FUND IS NOT EXAMINED BY THE NEW JERSEY DEPARTMENT OF INSURANCE AND THE DEPARTMENT MAKES NO REPRESENTATIONS ABOUT ANY PROTECTION THAT MAY BE AVAILABLE.



Princeton Forrestal Village
 136 Main Street, Suite 320
 Princeton, New Jersey 08540
 1-800-679-0025

**ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY
 INSURANCE POLICY**

This is a "Claims-Made and Reported" Insurance Policy - Please Read Carefully

This Policy contains provisions which limit the amount of LEGAL DEFENSE EXPENSE the Company is responsible to pay in connection with CLAIMS and ENVIRONMENTAL CLEAN UP COSTS. LEGAL DEFENSE EXPENSES shall be applied against any Retention Amount and are subject to the Limits of Liability stated in the Declarations.

I. INSURING AGREEMENTS

In consideration of the premium paid and in reliance upon the statements and information made a part hereof and any supplemental materials and information submitted herewith and subject to the terms and conditions of this Policy and the Declarations attached hereto, the Company agrees to provide in the event of NOTICE to the Company of an ENVIRONMENTAL INCIDENT, which this Policy applies:

A. Coverage A - CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE

To pay on behalf of the INSURED for BODILY INJURY and PROPERTY DAMAGE which the INSURED has or will become legally obligated to pay as a result of CLAIMS, subject to the Limits of Liability and Retention Amounts stated in Items IV, V, VII and VIII of the Declarations.

B. Coverage B - CLAIMS FOR CONTRACT DAMAGES

To pay on behalf of the INSURED for CONTRACT DAMAGES which the INSURED has or will become legally obligated to pay as a result of CLAIMS, subject to the Limits of Liability and Retention Amounts stated in Items IV, V, VII and VIII of the Declarations.

C. Coverage C - ENVIRONMENTAL CLEAN UP COSTS

To pay on behalf of the INSURED for ENVIRONMENTAL CLEAN UP COSTS, subject to the Limits of Liability and Retention Amounts stated in Items IV, V, VII and VIII of the Declarations.

D. Coverage D - LEGAL DEFENSE EXPENSE

To pay on behalf of the INSURED for LEGAL DEFENSE EXPENSE incurred in the investigation, adjustment or defense of CLAIMS or ENVIRONMENTAL CLEAN UP COSTS, subject to the Limits of Liability and Retention Amounts stated in Items IV, V, VII and VIII of the Declarations.

E. Coverage E - BUSINESS INTERRUPTION AND EXTRA EXPENSE

To indemnify the INSURED for BUSINESS INTERRUPTION AND EXTRA EXPENSE, subject to the Limits of Liability and Deductible Period stated in Items IV, VI and VII of the Declarations.

II. DEFINITIONS

- A. **AUTOMOBILE** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any machinery or apparatus attached thereto.
- B. **BODILY INJURY** means physical harm, sickness, disease, mental anguish or shock sustained by any person, including death resulting therefrom caused by POLLUTION CONDITIONS.
- C. **BUSINESS INTERRUPTION AND EXTRA EXPENSE** means the following loss incurred by the INSURED as a direct result of POLLUTION CONDITIONS:
1. net income (net profit or loss before income taxes) the INSURED would have earned or incurred had there been no interruption of business operations; and
 2. continuing normal operating expenses incurred by the INSURED, including ordinary payroll expense; and
 3. extra expenses incurred during the RESTORATION PERIOD that the INSURED would not have incurred had there been no ENVIRONMENTAL INCIDENT, which are necessary to avoid or minimize the suspension of business activities or to restore tenability of the COVERED LOCATION(s).
- D. **CLAIM** means the written assertion of a legal right alleging liability or responsibility on the part of the INSURED arising out of POLLUTION CONDITIONS, and shall include but not necessarily be limited to lawsuits or petitions filed against the INSURED.
- E. **CONTRACT DAMAGES** means property damages recoverable by an INSURED arising from a written contract executed by the INSURED and another party which is caused by POLLUTION CONDITIONS as a direct result of an ENVIRONMENTAL INCIDENT.
- F. **COVERED LOCATION(S)** means any premises listed in Item IX of the Declarations.
- G. **ENVIRONMENTAL CLEAN UP COSTS** means expenses incurred for the investigation, removal, disposal or treatment of POLLUTION CONDITIONS pursuant to ENVIRONMENTAL STANDARDS.
- H. **ENVIRONMENTAL INCIDENT** means either a CLAIM made against the INSURED, during the POLICY PERIOD, as a result of POLLUTION CONDITIONS, or the INSURED'S discovery during the POLICY PERIOD of POLLUTION CONDITIONS.
- I. **ENVIRONMENTAL STANDARDS** means:
1. any legislatively or administratively enacted law, rule, regulation or order applicable within the jurisdiction in which the COVERED LOCATION(S) lie(s) including any government action pursuant thereto; or
 2. the American Society of Testing and Materials Guide to Risk-Based Corrective Action or any subsequent amendments thereto.
- J. **INSURED** means the entity(ies) identified in Item II of the Declarations including any director, officer, partner, employee, LEASED WORKER or TEMPORARY WORKER thereof, solely while acting within the scope of his/her duties as such.
- K. **LEASED WORKER** means a person leased to the INSURED by a labor leasing firm under an agreement between the INSURED and the labor leasing firm, to perform duties related to the conduct of the INSURED'S business. LEASED WORKER does not include TEMPORARY WORKER.

- L. **LEGAL DEFENSE EXPENSE** means attorney fees; expert and witness fees; court costs, charges and expenses; costs of bonds to release attachments; costs of appeal bonds; and pre and post judgement interest. **LEGAL DEFENSE EXPENSE** does not include the time and expenses incurred by the **INSURED** in assisting to resolve an **ENVIRONMENTAL INCIDENT**, unless approved in writing by the Company.
- M. **NOTICE** means written notice by the **INSURED** to the Company, during the **POLICY PERIOD** or **REPORTING PERIOD** stated in Item III of the Declarations, which is reasonably sufficient to inform the Company of an **ENVIRONMENTAL INCIDENT**.
- N. **POLICY PERIOD** means the period stated in Item IIIa of the Declarations, or any shorter period arising as a result of cancellation.
- O. **POLLUTION CONDITIONS** means a discharge, dispersal, release, seepage, migration, escape or presence of smoke, vapors, odors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, electromagnetic fields (EMF), waste materials, including medical, infectious and pathological wastes, or other irritants, contaminants or pollutants into or upon land or structures thereupon, the atmosphere or any watercourse or body of water (including groundwater), from or at a **COVERED LOCATION**.
- P. **PROPERTY DAMAGE** means:
1. physical injury to or destruction of tangible property, including the actual loss of such property; or
 2. loss of use of tangible property that has not been physically injured or destroyed,
- provided that such physical injury to or destruction or loss is caused by **POLLUTION CONDITIONS**.
- Q. **REPORTING PERIOD** means the period stated in Item IIIb of the Declarations, or any shorter period arising as a result of cancellation.
- R. **RESTORATION PERIOD** means the period of time that begins after the **Deductible Period** stated in Item VI of the Declarations and ends when the **COVERED LOCATION(S)** should be restored to operation with reasonable care and quality or when business activities resume at a new permanent location.
- S. **TEMPORARY WORKER** means a person who is furnished to the **INSURED** to substitute for a permanent employee on leave or to meet seasonal or short-term workload conditions.
- T. **WATERCRAFT** means any vessel or other conveyance used or capable of being used as a means of transportation upon water, whether self-propelled or otherwise, including barges and tugs.

III. TERRITORY

This Policy applies to **CLAIMS, ENVIRONMENTAL CLEAN UP COSTS, LEGAL DEFENSE EXPENSE** or **BUSINESS INTERRUPTION AND EXTRA EXPENSE** worldwide. The Company has a right, but not the duty, to defend **CLAIMS** brought outside the United States, its territories or possessions, Puerto Rico or Canada. If the Company chooses not to exercise such right, the **INSURED** agrees to make or cause to be made such investigation and defense as is reasonably necessary under the supervision of the Company.

IV. EXCLUSIONS

This Policy does not apply to CLAIMS, ENVIRONMENTAL CLEAN UP COSTS, LEGAL DEFENSE EXPENSE or BUSINESS INTERRUPTION AND EXTRA EXPENSE:

1. **Absolute Asbestos:** based upon or arising out of the existence of asbestos products, fibers or asbestos dust;
2. **Divested Property:** based upon or arising from POLLUTION CONDITIONS which occur subsequent to the sale or abandonment of a COVERED LOCATION(S);
3. **Employer Liability:** based upon or arising out of injury to any employee, director, officer, partner, LEASED WORKER or TEMPORARY WORKER of the INSURED if such injury occurs during and in the course of said employment;
4. **Fines/Penalties:** based upon, arising out of, or including, civil, administrative or criminal fines or penalties, assessments, punitive, exemplary or multiplied damages, or non-pecuniary relief;
5. **Hostile Acts:** based upon or arising out of any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power;
6. **Intentional Acts:** based upon or attributable to the INSURED'S deliberate, dishonest, intentional, willful or deliberate non-compliance with applicable regulations or directives, including but not limited to, notice of violation, notice letter, executive order or instruction of any governmental agency or authority;
7. **Known Conditions:** based upon or arising from POLLUTION CONDITIONS existing prior to the inception of this Policy and known to any officer, director, partner or other employee responsible for environmental affairs of the INSURED, unless all of the material facts relating to the POLLUTION CONDITIONS were disclosed to the Company in the application and other supplemental materials and information prior to the inception of this Policy;
8. **Lead Paint:** based upon or arising out of the existence, required removal or abatement of lead paint;
9. **Naturally Occurring Radioactive Materials:** based upon or arising out of the existence, required removal or abatement of naturally occurring radioactive materials, including but not limited to radon;
10. **Non-Owned Disposal Facilities:** based upon or arising from POLLUTION CONDITIONS at or from any facility to which the INSURED sends or has sent waste materials for treatment, storage or disposal, unless such a facility is listed as a COVERED LOCATION;
11. **Process Improvements:** based upon or arising out of costs or expenses of installation, upgrade or improvement of processes at the COVERED LOCATION(S) which form the basis of the INSURED'S business operations, including but not limited to the installation of pollution control devices. However, this exclusion does not apply to CLAIMS, ENVIRONMENTAL CLEAN UP COSTS, LEGAL DEFENSE EXPENSE or BUSINESS INTERRUPTION AND EXTRA EXPENSE which arise as a direct result of installation, upgrade, or improvement activities at the COVERED LOCATION(S);
12. **Products Liability:** based upon or arising out of goods or products manufactured, sold, handled, distributed, altered or repaired by the INSURED or by others trading under its name including any container thereof, or any reliance upon a representation or warranty made at any time with respect thereto, but only after physical possession of such goods or products have been relinquished to others;
13. **Property Replacement:** based upon or arising out of the repair or replacement of any personal property, fixtures, buildings or improvements to real property owned, leased, rented, used or in the care, custody or control of the INSURED;

14. **Underground Storage Tank(s)**: based upon or arising out of the existence of any underground storage tank(s) and associated piping at the COVERED LOCATION(S), but only if the existence of such is known by any officer, director, partner or other employee responsible for environmental affairs of the INSURED;
15. **Vehicles**: based upon or arising out of the INSURED'S use, operation or maintenance of any owned, leased or rented AUTOMOBILE, aircraft, WATERCRAFT or rolling stock beyond the legal boundaries of the COVERED LOCATION; or
16. **Workers' Compensation**: based upon or arising out of any workers' compensation, unemployment compensation or disability benefits law or similar law.

V. OPTIONAL EXTENDED REPORTING PERIOD

The INSURED shall be entitled to purchase an extension of coverage on cancellation or non-renewal of the Policy subject to the following terms and conditions:

Upon cancellation or non-renewal of the Policy, the INSURED shall be entitled to purchase an Optional Extended Reporting Period upon payment of an additional premium of not more than the additional premium stated in Item X of the Declarations. The Optional Extended Reporting Period shall be effective for a period of not more than six (6) months. The INSURED must elect to purchase this Optional Extended Reporting Period in writing within thirty (30) days from the cancellation or non-renewal of the Policy. The Optional Extended Reporting Period shall be in addition to this period. The extension of coverage provisions hereunder shall only apply as respects ENVIRONMENTAL INCIDENTS occurring on or prior to the date of cancellation or non-renewal of this Policy, and otherwise covered by the Policy. It is a condition precedent to the operation of the rights granted under this clause that payment of an appropriate amount shall be made not later than thirty (30) days after expiration in the case of non-renewal or non-renewal or cancellation in the case of cancellation.

In the event the Policy is terminated for non-payment of premium, the INSURED may purchase the Optional Extended Reporting Period; however, any premium paid by the INSURED will first be applied to the owed payment of premium under the Policy and then will be applied to the purchase of the Optional Extended Reporting Period.

For purposes of this clause the quotation of different terms and conditions by the Company shall not be construed as non-renewal.

VI. RETENTIONS

- A. The Company shall pay CLAIMS, CONTRACT DAMAGES, ENVIRONMENTAL CLEAN UP COSTS, and LEGAL DEFENSE EXPENSES in excess of the Retention Amounts stated in Items V and VIII of the Declarations, or BUSINESS INTERRUPTION AND EXTRA EXPENSE incurred after the Deductible Period stated in Item VI of the Declarations.
- B. All Retention Amounts are to be borne by the INSURED and are not to be insured unless the Company has expressed its prior consent in writing to the INSURED.
- C. All CLAIMS, CONTRACT DAMAGES, ENVIRONMENTAL CLEAN UP COSTS or LEGAL DEFENSE EXPENSE which involve the same or related POLLUTION CONDITIONS shall be considered a single ENVIRONMENTAL INCIDENT. Should an ENVIRONMENTAL INCIDENT result in multiple CLAIMS, CONTRACT DAMAGES, ENVIRONMENTAL CLEAN UP COSTS or LEGAL DEFENSE EXPENSES, the INSURED shall be responsible for only one Retention Amount.

VII. LIMITS OF LIABILITY

- A. The Company's liability for each ENVIRONMENTAL INCIDENT shall not exceed the amount stated in Item IV of the Declarations whether or not multiple coverages apply.
- B. Notwithstanding the above, the Company's total liability for all ENVIRONMENTAL INCIDENTS shall not exceed the amount stated in Item VII of the Declarations.

- C. All CLAIMS, CONTRACT DAMAGES, ENVIRONMENTAL CLEAN UP COSTS, LEGAL DEFENSE EXPENSE or BUSINESS INTERRUPTION AND EXTRA EXPENSE which involve the same or related POLLUTION CONDITIONS shall be considered a single ENVIRONMENTAL INCIDENT.

VIII. DEFENSE, SETTLEMENT AND COOPERATION

- A. In the event of an ENVIRONMENTAL INCIDENT, immediate written NOTICE including particulars sufficient to identify the INSURED and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the INSURED to the Company.
- B. If a CLAIM is made against the INSURED, the INSURED shall immediately forward to the Company every demand, notice, summons, order or other process received by the INSURED or its representative.
- C. No costs, charges or expenses shall be incurred without the Company's consent which shall not be unreasonably withheld. The Company shall have the right to assume the investigation, adjustment and defense of CLAIMS against the INSURED. All costs, charges or expenses of the investigation, ENVIRONMENTAL INCIDENT without the Company's consent. If the Company recommends a settlement of an ENVIRONMENTAL INCIDENT:
1. for an amount within the Retention and the INSURED refuses such settlement, the Company shall not be liable for any CLAIM, ENVIRONMENTAL CLEAN UP COST, LEGAL DEFENSE EXPENSE or BUSINESS INTERRUPTION AND EXTRA EXPENSE in excess of the Retention; or
 2. for an amount in excess of the balance of the Retention and the INSURED refuses such settlement, the Company's liability for CLAIM, ENVIRONMENTAL CLEAN UP COST, LEGAL DEFENSE EXPENSE or BUSINESS INTERRUPTION AND EXTRA EXPENSE shall be limited to that portion of the recommended settlement and the costs, charges and expenses as of the INSURED'S refusal which exceed the Retention and fall within the Limit of Liability.
- D. The Company shall have the right and the duty to assume the investigation, adjustment or defense of any CLAIM, ENVIRONMENTAL CLEAN UP COST or BUSINESS INTERRUPTION AND EXTRA EXPENSE. In case of the exercise of this right, the INSURED, on demand of the Company, shall promptly reimburse the Company for any element of CLAIM, ENVIRONMENTAL CLEAN UP COST or BUSINESS INTERRUPTION AND EXTRA EXPENSE falling within the INSURED'S Retention. The INSURED shall cooperate with the Company and upon the Company's request shall perform the following without charge to the Company: assist in the investigation and defense of ENVIRONMENTAL INCIDENTS; attend hearings, depositions and trials; assist in effecting settlement; assist in securing and giving evidence; and assist in the attendance of witnesses.
- E. All CLAIMS and requests for ENVIRONMENTAL CLEAN UP COSTS or BUSINESS INTERRUPTION AND EXTRA EXPENSE under the Policy shall be sent to:

Kemper Environmental
Princeton Forrestal Village
136 Main Street, Suite 320
Princeton, NJ 08540-5735
(609) 936-3000 phone
(609) 936-3058 fax

or any other address(es) as substituted by the Company in writing.

IX. CONDITIONS

- A. Action Against Company:** No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, nor until the amount of the INSURED'S obligation to pay shall have been finally determined either by judgment against the INSURED after actual trial or by written agreement of the INSURED, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have any right under this Policy to join the Company as a party to any action against the INSURED to determine the INSURED'S liability, nor shall the Company be impleaded by the INSURED or his legal representative. Bankruptcy or insolvency of the INSURED or of the INSURED'S estate shall not relieve the Company of any of its obligations hereunder.

- B. Assignment:** This Policy shall be void if assigned or transferred without written consent of the Company.

- C. Cancellation:** This Policy may be canceled by the INSURED by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating why cancellation shall be effective. This Policy may be canceled by the Company for the following reasons by mailing to the INSURED at the address shown in this Policy, written notice stating when cancellation shall be effective: (15) days for non-payment of premium) thereafter such cancellation shall be effective:

1. material misrepresentation was made by the INSURED which affected the insurability of risk; or
2. the INSURED'S failure to comply with the terms, conditions and contractual duties under the Policy, including the failure to pay the amount of Retention Amount;
3. a change in operations of the COVERED LOCATION(S) during the POLICY PERIOD which materially increases the risk exposure.

The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the POLICY PERIOD. Delivery of such written notice either by the INSURED or by the Company shall be equivalent to mailing. If the INSURED cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

- D. Changes:** Notice to any agent or knowledge possessed by any agent or by any other person acting on behalf of the INSURED shall not effect a waiver or a change in any part of this Policy or estop the Company from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy.
- E. Choice of Forum:** In the event that the INSURED and the Company dispute the meaning, interpretation or operation of any term, condition, definition or provision of this Policy, or the fulfillment by the INSURED or the Company of any other obligations with respect to the Policy, the INSURED and the Company agree that in the event of litigation, all litigation shall take place in the State of New York. The INSURED and the Company shall submit to the jurisdiction of any court of competent jurisdiction within the State of New York, including federal courts, and will comply with all the requirements necessary to give such court jurisdiction. In the event of arbitration or other forms of dispute resolution, such resolution shall take place in the State of New York.
- F. Choice of Law:** In the event that the INSURED and the Company dispute the meaning, interpretation or operation of any term, condition, definition or provision of this Policy, or the fulfillment by the INSURED or the Company of any other obligations with respect to the Policy, resulting in litigation, arbitration or other form of dispute resolution, the INSURED and the Company agree that the law of the State of New York shall apply notwithstanding the State of New York's choice of law rules.

- G. Declarations and Representations:** By acceptance of this Policy, the INSURED agrees that the statements contained in the Declarations and applications, and any other supplemental materials and information submitted herewith, are the INSURED'S agreements and representations, that this Policy is issued in reliance upon the truth of such representations and that this Policy embodies all agreements existing between the INSURED and the Company or any of the INSURED'S agents relating to this insurance.
- H. Inspection and Audit:** The Company shall be permitted but not obligated to inspect, sample and monitor on a continuing basis the INSURED'S property or operations, at any time. Neither the Company's right to make inspections, sample and monitor nor the actual undertaking thereof nor any report thereon shall constitute an undertaking, on behalf of the INSURED or others, to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practice or are in compliance with any law, rule or regulation.
- I. Material Change in Risk:** The INSURED must notify the Company, in writing, within sixty (60) days of any change in operations at the COVERED LOCATION(S) which materially increases the risk from that originally assumed by the Company at Policy inception.
- J. Other Insurance:** Where other valid and collectable insurance is available to the INSURED for CLAIMS, ENVIRONMENTAL CLEAN UP COSTS, LEGAL DEFENSE EXPENSES, BUSINESS INTERRUPTION AND EXTRA EXPENSE covered under the terms and conditions of this Policy, the Company's obligation to the INSURED is as follows:
1. this insurance shall apply as excess insurance over any other valid and collectable insurance to be it primary or excess;
 2. where this insurance is primary over other valid and collectable insurance, the Company will pay only the amount of CLAIMS, ENVIRONMENTAL CLEAN UP COSTS, LEGAL DEFENSE EXPENSES or BUSINESS INTERRUPTION AND EXTRA EXPENSE, if any, that exceeds the total amount that all such other insurance would pay for the CLAIMS, ENVIRONMENTAL CLEAN UP COSTS, LEGAL DEFENSE EXPENSES or BUSINESS INTERRUPTION AND EXTRA EXPENSE in the absence of this insurance.
- K. Severability:** Except with respect to the Limits of Liability, and any rights or duties specifically assigned to the First Named INSURED stated in the Declarations, this insurance applies as follows:
1. as if each INSURED were the only INSURED; and
 2. separately to each INSURED against whom a CLAIM is made or suit is brought.
- L. Sole Agent:** The First named INSURED stated in Item I of the Declarations shall act on behalf of all INSUREDS for the payment or return of premium, payment of retention amounts, receipt and acceptance of any endorsement issued to form a part of this Policy, giving and receiving notice of cancellation or non-renewal and the exercise of the rights provided in Section V Optional Extended Reporting Period.
- M. Subrogation:** In the event of any payment under this Policy, the Company shall be subrogated to all the INSURED'S rights of recovery therefor against any person or organization, and the INSURED shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The INSURED shall do nothing after an ENVIRONMENTAL INCIDENT to prejudice such rights.
- IN WITNESS WHEREOF the Company has caused this Policy to be signed by its President and Secretary and countersigned on the Declarations by a duly authorized agent of the Company.

ENDORSEMENTS

ENDORSEMENT No. 1

SCHEDULE OF ENDORSEMENTS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 AM _____, forms part of Policy No. _____ issued to _____ by _____.

Subject to the terms and conditions of this policy, it is hereby agreed that the Endorsements and Forms attached to this Policy include the following:

1. Schedule of Endorsements
2. Premium Earned at Inception Endorsement
3. Government Mandated Environmental Clean Up

All other policy terms, conditions and endorsements of the Policy remain unchanged.

(Authorized Representative)

ENDORSEMENT No. 2

PREMIUM EARNED AT INCEPTION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 AM _____, forms part of Policy No. _____ issued to
_____ by _____.

It is agreed that the Company shall earn 100% of the premium stated in the Declarations upon the inception date of this Policy which shall not be returned to the INSURED except in the case of cancellation of this Policy by the Company whereupon the amount premium earned shall be pro-rata from the inception date of this Policy to the effective date of such cancellation.

All other policy terms, conditions and endorsements of the Policy remain unchanged.

(Authorized Representative)

ENDORSEMENT No. 3

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOVERNMENT MANDATED ENVIRONMENTAL CLEAN UP

This endorsement, effective *[insert date]*, forms a part of Policy #*[insert policy no.]* issued to *[insert insured]* by *[insert company]*.

Subject to the terms and conditions of this policy, it is agreed that Coverage C - ENVIRONMENTAL CLEAN UP COSTS is deleted in its entirety and replaced with the following:

C. Coverage C - ENVIRONMENTAL CLEAN UP COSTS

To pay on behalf of the INSURED for ENVIRONMENTAL CLEAN UP COSTS, subject to the Limit of Liability and Retention Amount stated in the Declarations as a result of CLAIMS made by any governmental agency acting under authority of ENVIRONMENTAL STANDARDS first made against the INSURED and reported to the Company, in writing, during the POLICY PERIOD for POLLUTION CONDITIONS.

All other terms and conditions of this Policy remain the same.

(Authorized Representative)