

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

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THE TOWN OF OYSTER BAY,

Plaintiff,

- and -

STATE OF NEW YORK,

Plaintiff-Intervenor,

- against -

**Civ. Action No.
94 Civ 0694 (FB)**

**OCCIDENTAL CHEMICAL CORPORATION,
THE MARMON CORPORATION, COLUMBIA
CORRUGATED CONTAINER CORPORATION,
GREAT AMERICAN INDUSTRIES, INC.,
a wholly owned subsidiary of
PUBLIC LOAN COMPANY, INC., a
wholly owned subsidiary of PLC
ENTERPRISES, INC., G.A. CORRUGATED
CORPORATION, GREAT AMERICAN CORRUGATED
CONTAINER CORPORATION, LIN PAC, INC.,
LIN PAC CONTAINERS INTERNATIONAL, LTD.,
a wholly owned subsidiary of LIN PAC
GROUP LTD., LIN PAC CORRUGATED
CONTAINERS CORPORATION, LIN PAC
CONTAINERS LIMITED, GRUMMAN CORPORATION,
GRUMMAN AEROSPACE CORPORATION, JAKOBSON
SHIPYARD, INC., LONG ISLAND LIGHTING
COMPANY, KONICA IMAGING U.S.A., INC.,
KOLLMORGEN CORPORATION and PHOTOCIRCUITS
CORPORATION,**

**COMPLAINT
IN INTERVENTION**

Defendants.

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The State of New York (the "State"), by its attorney, Dennis C. Vacco, Attorney General of the State of New York, for its complaint alleges as follows:

PRELIMINARY STATEMENT

1. Plaintiff-Intervenor State asserts claims in this action under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. §9601 et seq., and the common law to recover costs that have been and will be incurred by the State in responding to the release or threatened release of hazardous substances at or from a site known as the Syosset Landfill (the "Landfill"), located in Oyster Bay, New York. In this complaint, the State seeks a judgment to recover from Defendants its response costs incurred to date and a declaratory judgment that Defendants are liable for response costs to be incurred in the future, together with related equitable relief.

JURISDICTION AND VENUE

2. This Court has jurisdiction over the subject matter of this action pursuant to §§ 107(a) and 113(b) of CERCLA, 42 U.S.C. §§ 9607(a) and 9613(b), and 28 U.S.C. §1331, and has supplemental jurisdiction over the common law claims pursuant to 28 U.S.C. §1367.

3. Venue is proper in this District pursuant to § 113(b) of CERCLA, 42 U.S.C. § 9613(b), and 28 U.S.C. §1391(b), because the claims arose and the threatened and actual releases of hazardous substances have occurred in this District.

PARTIES

4. Plaintiff-Intervenor State, as a body politic and a sovereign entity, asserts its claims on behalf of itself and as parens patriae, trustee, guardian, and representative on

behalf of all residents and citizens of New York, particularly those individuals who live in the Town of Oyster Bay and those who live in Nassau County.

5. Upon information and belief, Defendant Occidental Chemical Corporation ("Occidental") is a corporation organized and existing under the laws of the State of New York headquartered in Dallas, Texas, with offices for the transaction of business at Niagara Falls, New York.

6. Upon information and belief, Occidental previously operated, did business as, and was incorporated under the laws of the State of New York under the following names: (i) Hooker Electrochemical Company; (ii) Hooker Chemical Corporation (N.Y.); and (iii) Hooker Chemicals & Plastics Corporation.

7. Upon information and belief, in or about 1965 Occidental (then Hooker Chemical Corporation (N.Y.)) acquired the Rubber Corporation of America ("RUCO"), including a chemical manufacturing facility located in Hicksville, New York, and is the successor of RUCO with respect to liabilities arising from activities prior to the acquisition.

8. Upon information and belief, Defendant The Marmon Corporation ("Marmon") is a corporation organized and existing under the laws of the State of Delaware and authorized to do business in the State of New York, with a principal place of business in Chicago, Illinois.

9. Upon information and belief, at all relevant times the Defendant Columbia Corrugated Container Corporation ("Columbia Corrugated") is or was a corporation organized and existing under the laws of the State of New York, with a principal place of business at 300 Michael Drive, Syosset, New York, immediately adjacent to the Landfill

(the "Columbia Corrugated facility"), where it engaged, among other things, in the manufacture and sale of corrugated containers and related products.

10. Upon information and belief, the Defendant Great American Industries, Inc. ("GAI") is a corporation organized and existing under the laws of the State of Delaware, with a principal place of business in Vestal, New York. Upon information and belief, GAI is a wholly owned subsidiary of Public Loan Company, Inc., a corporation organized and existing under the laws of the State of New York with a principal place of business in Vestal, New York, which, in turn, is a wholly owned subsidiary of PLC Enterprises, Inc., a corporation organized and existing under the laws of the State of Nevada, with a principal place of business in Vestal, New York. Upon information and belief, Burton I. Koffman and Richard E. Koffman are the principal officers of GAI and, together with Milton Koffman, are the principal officers of Public Loan Company, Inc. and PLC Enterprises, Inc. Upon information and belief, 100% of the capital stock of PLC Enterprises, Inc. is owned by Burton I. Koffman and Richard E. Koffman.

11. Upon information and belief, at all relevant times the Defendant G.A. Corrugated Corporation ("GAC") is or was a corporation organized and existing under the laws of the State of Delaware, with a principal place of business in Syosset, New York.

12. Upon information and belief, at all relevant times the Defendant Great American Corrugated Container Corporation ("GACCC") is or was a corporation organized and existing under the laws of the State of New York, with a principal place of business in Syosset, New York.

13. Upon information and belief, GAC and GACCC were and/or are wholly owned subsidiaries of GAI.

14. Upon information and belief, at all relevant times GAI dominated and controlled the actions of GAC and GACCC.

15. Upon information and belief, in or about 1976 GAC purchased all of the issued and outstanding shares of capital stock of Columbia Corrugated and, thereafter, carried on Columbia Corrugated's business of manufacturing and selling corrugated containers and related products at the Columbia Corrugated facility.

16. Upon information and belief, in or about 1978 GAI caused the business of Columbia Corrugated to be transferred from GAC to GACCC.

17. Upon information and belief, GAI, GAC and GACCC, together with Columbia Corrugated, (collectively the "Columbia Corrugated Defendants") are the successors of Columbia Corrugated.

18. Upon information and belief, the Defendant Grumman Corporation is a corporation organized and existing under the laws of the State of New York, with a principal place of business in Bethpage, New York.

19. Upon information and belief, the Defendant Grumman Aerospace Corporation is a corporation organized and existing under the laws of the State of New York and is a wholly owned subsidiary of Grumman Corporation, with a principal place of business in Bethpage, New York.

20. Upon information and belief, at all relevant times Grumman Corporation dominated and controlled the actions of Grumman Aerospace Corporation (collectively referred to as "Grumman").

21. Upon information and belief, the Defendant Jakobson Shipyard, Inc. ("Jakobson Shipyard") is a corporation organized and existing under the laws of the State of New York, with a principal place of business in Oyster Bay, New York.

22. Upon information and belief, the Defendant Long Island Lighting Company ("LILCO") is a corporation organized and existing under the laws of the State of New York, with a principal place of business in Hicksville, New York.

23. Upon information and belief, the Defendant Konica Imaging U.S.A., Inc. ("Konica") is a corporation organized and existing under the laws of the State of New York, with a principal place of business in Glen Cove, New York. Upon information and belief, Konica is a wholly owned subsidiary of Konica Corporation, a corporation organized and existing under the laws of Japan, with principal offices in Tokyo, Japan.

24. Upon information and belief, Konica previously operated, did business as, and/or was incorporated under the laws of the State of New York under the following names: (i) Powers Chemco, Inc.; (ii) Powers Photo Engraving Company; and (iii) Chemco Technologies, Inc.

25. Upon information and belief, the Defendant Kollmorgen Corporation ("Kollmorgen") is a corporation organized and existing under the laws of the State of New York, with a principal place of business in Waltham, Massachusetts.

26. Upon information and belief, in or about 1968 Kollmorgen acquired and/or merged with Photocircuits Corporation (the "Original Photocircuits"), a corporation organized under the laws of the State of New York, with offices in Glen Cove, New York, that engaged in the manufacture of printed circuit boards, which subsequently became the Photocircuits Division of Kollmorgen.

27. Upon information and belief, in or about 1986 Kollmorgen sold its Photocircuits Division to P C Acquisition Corporation, a corporation organized and existing under the laws of the State of New York with a principal place of business in Glen Cove, New York, which subsequently changed its name to Photocircuits Corporation (the "New Photocircuits"), which is also named as a Defendant in this action.

28. Upon information and belief, in the transaction described in paragraph 27, above, the New Photocircuits acquired from Kollmorgen all or substantially all of the business and assets of the Original Photocircuits, with the intention and for the purpose of carrying on the business of the Original Photocircuits and the Photocircuits Division of Kollmorgen.

29. Upon information and belief, Kollmorgen and/or the New Photocircuits is or are the successor(s) of the Original Photocircuits, as well as Kollmorgen's Photocircuits Division, with respect to liabilities arising from activities prior to 1986.

GENERAL ALLEGATIONS

The Landfill

30. The Landfill consists of a parcel of land covering approximately 35 acres located in the hamlet of Syosset, which is in the Town of Oyster Bay, Long Island. The Landfill is owned by Plaintiff Town of Oyster Bay (the "Town"), which operated it from approximately 1933 to 1975, during which time period industrial, commercial, residential, and cesspool waste was disposed of there.

31. Hazardous substances, as defined by CERCLA, 42 U.S.C. §9601(14), have been released into the environment at and from the Landfill within the meaning of the word "release" as defined at 42 U.S.C. §9601(22).

32. In particular, the following hazardous substances have been identified in the soil, groundwater and gas emissions at and from the Landfill: (i) metals, including, without limitation, antimony, arsenic, beryllium, cadmium, chromium, lead, silver and thalium; (ii) volatile organics and solvent compounds, including, without limitation, aromatics such as toluene, xylene, benzene, styrene and ethylbenzene; chlorinated hydrocarbons, such as chloroform, chlorobenzene, 1,1-dichloroethane, trichloroethylene, tetrachloroethylene, 1,1,1-trichloroethane, 1,4-dichlorobenzene(a), chloroethane, methylene chloride and vinyl chloride; and ketones, such as acetone; (iii) phenols, including without limitation, 4-methylphenol; (iv) phthalic acid esters, including, without limitation, di-n-octylphthalate(e), bis (2-ethylhexyl) phthalate(f) and diethylphthalate; (v) polynuclear aromatic hydrocarbons, including, without limitation, naphthalene and fluoranthene; and (vi) PCBs.

33. The Landfill is a "facility" within the meaning of § 101(9) of CERCLA, 42 U.S.C. § 9601(9).

34. The United States Environmental Protection Agency ("EPA") has listed the Landfill on the National Priorities List, 40 C.F.R. Part 300, Appendix B, which is a list of hazardous waste sites posing a threat to health, welfare, and the environment, established pursuant to CERCLA § 105(a)(8)(B), 42 U.S.C. §9605(a)(8)(B).

35. The New York State Department of Environmental Conservation ("NYSDEC") has listed the Landfill on New York's Registry of Inactive Hazardous Waste Disposal Sites because of the threat posed by industrial wastes disposed of at the Landfill by Defendants Occidental, Marmon, Columbia Corrugated, GAI, GAC, GACCC, Grumman, Jakobson Shipyard, LILCO, Konica, Kollmorgen and New Photocircuits, or their predecessors, and by others, and NYSDEC identified the Landfill as a Class 2 site, meaning that it constitutes a significant threat to the public health or environment and that remedial action is required.

The Activities of Defendants

36. Upon information and belief, Defendants or their predecessors disposed or arranged for the disposal at the Landfill of hazardous substances or waste containing hazardous substances, as more particularly specified below.

(a) Occidental: At all relevant times Occidental (then known under various "Hooker" names), and its predecessor, RUCO, operated a chemical manufacturing facility located at New South Road, Hicksville, New York. Over the period from 1946 through 1968, Hooker disposed each year of thousands of tons of hazardous waste at the Landfill containing heavy metals, solvents, organics, oils and sludges, plasticizers and polychlorinated biphenyls ("PCBs"). More specifically, upon information and belief, Occidental's waste contained, without limitation: maleic anhydride and phthalic anhydride; esterification pit scrapings and liquids; plasticizer content of filter cake; plasticizer and

solvent content of Speedy-Dri; esterification wastes; PCB heat exchange fluid; laboratory wastes; wastes from Hooker's concrete pits which contained alcohols, glycols, tetrachloroethylene, latex waste material and Styrene-Butadiene Rubber ("SBR"); toluene; vinyl chloride; trichloroethylene; purified latex; coagulated latex; alum; filter cake; poly vinyl chloride ("PVC") sludge; PVC floor scrapings and reactor scrapings; vinyl chloride recovery still bottoms; spent lube oils; PCB therminol waste; vinyl acetate; waste alcohol; glycol/alcohol "strips" (mixture of 2-ethylhexanol and other similar alcohols, glycols such as ethylene glycol); and barium and cadmium soap stabilizers.

(b) The Marmon Corporation: At all relevant times the Marmon Corporation or its predecessor owned and operated an industrial facility immediately adjacent to the Landfill for the manufacture of wire and cable products, including steel electrical conduit, hot rolled copper rod and steel strip. For a period in excess of twenty-five years, until in or about 1975, the Marmon Corporation or its predecessor annually arranged for the disposal of from hundreds to thousands of tons of waste from this manufacturing facility at the Landfill. This waste included, without limitation, industrial sludge containing iron, chromium, zinc, copper, lead, cadmium and nickel.

(c) The Columbia Corrugated Defendants: At all relevant times Columbia Corrugated operated an industrial facility for the manufacture of corrugated containers and related products immediately adjacent to the Landfill. For a period of many years, until in or about 1975, Columbia Corrugated disposed at the Landfill of more than one hundred thousand gallons of waste per year, including, without limitation, dyes and inks, and industrial sludge containing iron, zinc, copper, lead, cadmium, nickel, chromium, titanium, manganese, magnesium and phenols.

(d) Grumman: At all relevant times Grumman operated an industrial facility in Bethpage, New York. Upon information and belief, over a period from 1949 to at least 1966, Grumman disposed of thousands of tons of industrial waste at the Landfill, including waste containing hazardous substances. Grumman's wastes included, without limitation: industrial sludge comprised of hydroxides of chromium, aluminum and iron, paint, ammunition, machine shop waste and wastes from manufacturing processes. Upon information and belief, some if not all of the paint and other wastes disposed of at the Landfill by Grumman contained volatile organic constituents such as toluene, xylene and benzene, and the manufacturing and other wastes included a broad range of hazardous substances, including many of the substances such as various solvent compounds that have been found at the Landfill, as specified in paragraph 32, above.

(e) Jakobson Shipyard: At all relevant times Jakobson Shipyard operated a shipyard in the Town, where it engaged in the construction and repair of ships and boats. Over a period of decades, Jakobson used the Landfill on a regular basis to dispose of waste from its facilities and operations. Upon information and belief, Jakobson Shipyard used paint, paint removers, cleaning solvents, cutting oils, degreasers, thinners and chlorinated solvents in the regular course of its operations. Upon information and belief, such materials were among the waste disposed of at the Landfill, including, without limitation, cutting oil, grease, paint, solvents, sludge and paint remover. Upon information and belief, the wastes disposed of at the Landfill by Jakobson Shipyard contained, without limitation, volatile organic constituents such as toluene, xylene and benzene; metals, such as arsenic, copper, zinc and lead; chlorinated solvents and chlorinated hydrocarbons, such as methylene chloride, trichlorethylene, tetrachloroethylene and 1,1,1-trichloroethane; and

various other hazardous substances that have been found at the Landfill, including some or all of the contaminants specified in paragraph 32, above.

(f) LILCO: At all relevant times LILCO operated facilities in and near Nassau County, including a facility at 175 Old Country Road, Hicksville, New York. Upon information and belief, during the period that the Landfill was in operation, LILCO disposed of waste containing hazardous substances at the Landfill, including, without limitation: transformers, paint and solvents. Upon information and belief, the wastes disposed of at the Landfill by LILCO contained, without limitation, volatile organic constituents such as toluene, xylene and benzene; chlorinated solvents and chlorinated hydrocarbons, such as methylene chloride, trichlorethylene, tetrachloroethylene and 1,1,1-trichloroethane; PCBs; and various other hazardous substances that have been found at the Landfill, including some or all of the contaminants specified in paragraph 32, above.

(g) Powers Chemco: At all relevant times, Konica (then known as Powers Chemco Inc. and/or Powers Photo Engraving Company) operated a facility in Glen Cove, New York, that manufactured graphic art plates, film, and photographic and x-ray chemicals, and engaged in silver recovery and refining. Upon information and belief, in the relevant period of time Powers Chemco used hazardous substances in the regular course of its business operations, which necessarily resulted in the generation of waste containing hazardous substances, including substances that have subsequently been found at the Landfill, as set forth in paragraph 32, above, and such waste was disposed of at the Landfill, including, without limitation, chemical waste in 55-gallon drums. Upon information and belief, Powers Chemco's waste included specifically various paint thinners and solvents, such as acetone,

methyl ethyl ketone, toluene, tetrachloroethylene, trichloroethylene and 1,1,1-trichloroethane; spent photographic fixer/developer; and cadmium bearing waste.

(h) Photocircuits: At all relevant times, the Original Photocircuits owned and operated a facility located in Glen Cove, New York where it manufactured circuit boards. Upon information and belief, in the relevant period of time the Original Photocircuits regularly used hazardous substances in its business operations, which necessarily resulted in the generation of waste containing hazardous substances, including solvents, etchants and metals, including substances that have subsequently been found at the Landfill, as set forth in paragraph 32, above. Upon information and belief, the Original Photocircuits arranged for the disposal of such waste from the facility at the Landfill, including, without limitation, waste in 55-gallon drums. Upon information and belief, these wastes included specifically, without limitation, compounds such as trichloroethylene, tetrachloroethylene, methylene chloride, 1,1,1-trichloroethane, dichloromethane, xylene, toluene, benzene, methylchloroform, acetone, copper and lead.

Response Actions Undertaken by the Town

37. The Town has undertaken an extensive course of response activities at the Landfill in coordination with both the EPA and the NYSDEC. In connection with this work, the remedial program has been divided into two "operable units." Operable Unit 1 ("OU 1") focuses on the physical boundaries of the Landfill; Operable Unit 2 ("OU 2") relates to the possibility that contaminants may have migrated away from the Landfill into nearby groundwater, soil, or other media.

38. Pursuant to an Administrative Order on Consent entered into between the Town and the EPA, the Town conducted a remedial investigation and feasibility study ("RI/FS") for OU 1, which was completed in September 1990.

39. Pursuant to the Administrative Order on Consent entered into between the Town and the EPA, the Town also conducted an RI/FS for OU 2.

40. On or about September 27, 1990, the EPA issued a record of decision ("ROD") for OU 1. The total cost of the remediation called for by the ROD is currently estimated to be not less than \$20 million.

State Response Costs

41. The State is obligated, pursuant to Article 14 of the New York State Constitution, Environmental Conservation Law (“ECL”) § 27-1301 et seq. and State Finance Law § 97-b(6), to protect the environment and to ensure that those responsible for despoiling the environment pay for cleaning it up. The State, through NYSDEC, is responsible, pursuant to ECL § 27-1313, for cleaning up hazardous waste sites.

42. The Environmental Quality Bond Act of 1986 (“EQBA”) was enacted for the purpose, inter alia, of raising additional funds for the State’s hazardous waste remedial fund, in order to speed up the remediation of hazardous waste sites.

43. NYSDEC is authorized by ECL §§ 27-1313(5)(g) and 52-0303 to expend EQBA funds to pay 75% of the eligible remedial costs at municipally owned inactive hazardous waste disposal sites. Without such State assistance, the remediation of hundreds of hazardous waste sites would be thwarted by the unavailability of local funds.

44. The State, by NYSDEC, and Plaintiff Town entered into a State Assistance Contract, which was approved by the State Comptroller on April 7, 1993, and was amended 1996 and in 1997, whereby the State agreed to reimburse the Town for 75% of the eligible costs for remedial design, construction of the remedial action and construction oversight to be incurred by the Town at the Landfill.

45. The Town has incurred such eligible costs.

46. The State, by NYSDEC, has made reimbursements to the Town pursuant to such agreement, and will continue to reimburse the Town for future eligible costs until the completion of the remedial program.

47. The State, by NYSDEC, in accordance with its statutory duties to protect the environment and public health, has incurred additional response costs due to the release and threatened release of hazardous substances at the Landfill.

48. As of December 10, 1997, the State's reimbursements to the Town and additional response costs due to the release and threatened release of hazardous substances at the Landfill have exceeded \$ 3.18 million.

49. The State will continue to incur response costs due to the release and threatened release of hazardous substances at the Landfill.

50. The costs already incurred and to be incurred by the State have been, are being and will continue to be incurred in a manner consistent with the National Contingency Plan, 40 C.F.R. Part 300.

FIRST CLAIM FOR RELIEF

51. The State repeats and realleges each and every allegation contained in paragraphs 1 through 50.

52. By reason of the foregoing, Defendants Occidental, Marmon, Columbia Corrugated, GAI, GAC, GACCC, Grumman, Jakobson Shipyard, LILCO, Konica, Kollmorgen and New Photocircuits are jointly and severally liable for the past and future response costs incurred and to be incurred by the State in remediating the Landfill pursuant to §§ 107(a)(A) and 113(g)(2) of CERCLA, 42 U.S.C. §§ 9607(a)(A) and 9613(g)(2), including but not limited to the cost of assistance provided by the State to the Town.

SECOND CLAIM FOR RELIEF

53. The State repeats and realleges each and every allegation contained in paragraphs 1 through 52.

54. Because hazardous substances have been released into the environment at and from the Landfill and because the Landfill has been placed on the EPA's National Priorities List and listed as a Class 2 site on New York's Registry of Inactive Hazardous Waste Disposal Sites, the Landfill constitutes a public nuisance.

55. Defendants Occidental, Marmon, Columbia Corrugated, GAI, GAC, GACCC, Grumman, Jakobson Shipyard, LILCO, Konica, Kollmorgen and New Photocircuits, by virtue of their contribution to the creation of the nuisance, have had a duty to abate it.

56. Said Defendants have failed and continue to fail to abate the public nuisance at the Landfill.

57. Said Defendants, and each of them, are jointly and severally liable to the State under the common law of public nuisance and the Real Property and Proceedings Law § 841, for the creation of the public nuisance described herein, and for all costs of the State to abate such public nuisance, including but not limited to the cost of assistance provided by the State to the Town.

THIRD CLAIM FOR RELIEF

58. The State repeats and realleges each and every allegation contained in paragraphs 1 through 57.

59. By virtue of the facts stated above, Defendants Occidental, Marmon, Columbia Corrugated, GAI, GAC, GACCC, Grumman, Jakobson Shipyard, LILCO, Konica, Kollmorgen and New Photocircuits have had a duty to abate the public nuisance that exists at the Landfill and remediate the contamination.

60. Said Defendants have failed to do so.

61. The State and the Town have discharged and will continue to discharge said Defendants' duty to abate this nuisance.

62. By discharging their duty to abate the nuisance, the State and the Town have conferred a benefit upon said Defendants.

63. Said Defendants are being unjustly enriched by virtue of the conferral by the State and the Town of a benefit upon them.

64. Said Defendants are liable to the State in restitution for the value of the benefit conferred by the State, including but not limited to the assistance provided by the State to the Town.

PRAYER FOR RELIEF

WHEREFORE, the State prays for the following relief:

On the FIRST CLAIM FOR RELIEF, a declaration of joint and several liability pursuant to CERCLA §§ 107(a) and 113(g)(2) and 28 U.S.C. §2201 and an order directing Defendants Occidental, Marmon, Columbia Corrugated, GAI, GAC, GACCC, Grumman,

Jakobson Shipyard, LILCO, Konica, Kollmorgen and New Photocircuits to reimburse the State for all past and future response costs at the Landfill not inconsistent with the National Contingency Plan, including attorneys' fees and pre-judgment interest.

On the SECOND CLAIM FOR RELIEF, a declaration that Defendants Occidental, Marmon, Columbia Corrugated, GAI, GAC, GACCC, Grumman, Jakobson Shipyard, LILCO, Konica, Kollmorgen and New Photocircuits are jointly and severally liable for the creation of a public nuisance, an order directing said Defendants to reimburse the State for all past and future costs of the State in abating the public nuisance which exists at the Landfill, and an order directing said Defendants to carry out and/or pay for the remediation of the site;

On the THIRD CLAIM FOR RELIEF, a declaration that Defendants Occidental, Marmon, Columbia Corrugated, GAI, GAC, GACCC, Grumman, Jakobson Shipyard, LILCO, Konica, Kollmorgen and New Photocircuits are liable to the State in restitution

and an order directing them to make proper restitution to the State for its past and future costs at the Landfill; together with such further relief as is just.

Dated: New York, New York
November 8, 1999

DENNIS C. VACCO
Attorney General of the State
of New York
Attorney for Plaintiff-
Intervenor State of New York

By: _____
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