

UNION CARBIDE AGRICULTURAL PRODUCTS COMPANY, INC.  
270 Park Avenue  
New York, New York 10017

June 23, 1980

County of Suffolk  
Hauppauge Center  
Veterans Memorial Highway  
Hauppauge, New York 11787

Attention Office of the County Executive

Re: Occurrence of Aldicarb Residues in Groundwater  
in Eastern Suffolk County

Dear Sirs:

This letter is intended to record the agreement reached between the County of Suffolk (the "County") and Union Carbide Agricultural Products Company, Inc. ("Union Carbide") with respect to the occurrence of aldicarb residues in the groundwater in Eastern Suffolk County. The recent well testing program undertaken by the County and Union Carbide (the "Program") has indicated that approximately 914 private wells have an aldicarb concentration in excess of the New York State guideline of seven parts per billion.

The agreement reached between the County and Union Carbide contains several parts. The following section of this letter, titled "Part I", reflects the program that Union Carbide will undertake unilaterally and without any direct participation by the County, other than as specifically stated in such Part I.

PART I

Extensive laboratory analysis and limited field testing have demonstrated to the satisfaction of the County and Union Carbide that activated carbon filtration units meeting the specifications set forth on Attachment A to this letter (the "Filtration Units") when properly installed and maintained in homes using water from the homeowner's well located on that property, will remove sufficient aldicarb to permit that water to meet New York State's guideline of seven parts per billion maximum aldicarb concentration. Periodic recharging of the filtration units' activated carbon element will be necessary, depending on the quality of the water supply, the aldicarb concentration to be removed and the volume of water treated. Union Carbide will offer to supply filtration units to those individual homeowners whose wells were tested in the Program and wherein a concentration in excess of seven parts per

billion were found.\* The filtration units will be supplied and installed at the cost and expense solely of Union Carbide, upon the following terms and conditions:

1. Union Carbide will be responsible for installation of filtration units. Alternatively, at the option of the well-owner, Union Carbide will pay Seventy-Five Dollars (\$75.00) to any well-owner in lieu of providing installation and will arrange for inspection to determine that the filtration unit was properly installed.
2. As a condition to the supply of a filtration unit, each well-owner will execute and deliver to Union Carbide a release in a form satisfactory to Union Carbide.
3. Following installation of a filtration unit or the payment of \$75.00 and subsequent inspection, as the case may be, Union Carbide shall have no further responsibility to the County or to the well-owner in respect of costs associated with ongoing maintenance and use of the filtration unit.
4. Union Carbide makes no warranty or representation, whether of merchantability, fitness or otherwise, relative to the filtration units. NO WARRANTIES SHALL BE IMPLIED. The manufacturer's standard warranty will be provided.

The County's only participation in this Part I will be to notify the affected homeowners of the efficiency of the filtration units.

#### PART II

Union Carbide agrees to provide to the County analytical services for further testing of water samples taken from private wells within the County to determine aldicarb presence. The County will be responsible for implementing the program of collecting such additional samples, and will assume all costs associated with collection and delivery to Union Carbide at the Long Island MacArthur Airport for analysis. The County will collect well water samples and deliver them to Union Carbide in batches not more than once every six (6) months commencing November 1, 1980. The County shall pay Union Carbide Fifty Dollars (\$50.00) for each sample analyzed by Union Carbide registering aldicarb residues of 7 ppb. or less. There shall be no analysis charge for any sample testing greater than 7 ppb. Union Carbide will provide filtration units to individual homeowners whose wells test greater than 7 ppb., under the same terms and conditions established in Part I above.

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Approximately six homeowners who are plaintiffs in a recently initiated suit in New York State Supreme Court cannot be included in this offer. By this offer, Union Carbide does not concede any liability and should not be viewed as admitting liability in any court.

PART III

Union Carbide and the County will undertake a cooperative effort to expand the field testing program for filtration units on individual homeowner wells. To that end, the County and Union Carbide will test up to twenty-four (24) wells having filtration units to be installed pursuant to Part I. The County will collect samples from such homes (one from each) not more frequently than once in every two month period and deliver such samples to Union Carbide. Union Carbide will test the samples for aldicarb presence at its own cost.

PART IV

The initial term of this agreement shall be three (3) years. During the three (3) month period prior to expiration of the initial term, the County and Union Carbide shall meet for the purpose of determining whether an extension of the agreement is desirable and, if so, the parties shall negotiate in good faith the terms and conditions of an extension.

Please inform us whether the foregoing accurately reflects the agreement and understandings reached between the County and Union Carbide.

Very truly yours,

UNION CARBIDE AGRICULTURAL  
PRODUCTS COMPANY, INC.

By:   
President

Agreed to and accepted this

23rd day of June, 1980.

COUNTY OF SUFFOLK

By:   
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