FOIA # EPA-R2-2016-000620

We did not find any (RCRA) hazardous waste information for the address at 300 Pleasure Drive in Flanders, New York.

However, we are sending you three RCRA files for the address on Pleasure Drive but in Riverhead, New York.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

APR 19 1984

Mr. Arthur J. Koerber, P.E.
Vice President
Baldwin & Cornelius, P.C.
101 South Bergen Pl.
Freeport, NY 11520

Subject: Facility Move of Suffolk Etched Products
EPA ID No. NYD061958591

Dear Mr. Koerber:

We are in receipt of your letter dated April 6, 1984 in which you notify us of the subject facility's relocation. Since EPA identification numbers are assigned on a "site-specific" basis, it will be necessary for them to obtain a new number reflecting their change in location. The necessary form is enclosed.

If you have any questions, please contact Mr. John Hajduk of my staff at (212) 264-9880.

Sincerely yours,

Ronald Testa, P.E., Chief
Water & Hazardous Waste Compliance Section
Permits Administration Branch

Enclosure

2 PM-PA:HAJDUK:pabon:4/19/84

CONCURRENCES								
SYMBOL								
SURNAME								
DATE	4/19/84	4/19/84						

EPA Form 1320-1 (12-70)

OFFICIAL FILE COPY

GPO : 1983 O - 403-201

BALDWIN & CORNELIUS, P.C.
CONSULTING ENGINEERS — LAND SURVEYORS
101 SOUTH BERGEN PL., FREEPORT, N.Y. 11520 (516) 378-6760
51 MADISON AVE., SUITE 3310, N.Y., N.Y. 10010 (212) 895-3720

April 6, 1984

APR 12 3 04 PM '84
ENVIRONMENTAL PROTECTION AGENCY
NEW YORK, N.Y. 10007

USEPA
Region 2
26 Federal Plaza
New York, NY 11278
Room 432
Permits Administration

Re: Suffolk Etched Products
EPA ID# NYD061958591

Gentlemen:

Please be advised that as of October 1982, the above referenced Company relocated its facility from 300 Pleasure Drive, Flanders, NY, to 1556 W. Main Street, Riverhead, 11901. A letter of this effect was sent to your office at that time.

Please advise if any additional information or forms are required.

Very truly yours,

BALDWIN & CORNELIUS, P.C.

Arthur J. Koerber

Arthur J. Koerber, P.E.
Vice President

AJK/nz
cc: Joseph Pufahl

EPA

ACKNOWLEDGEMENT OF NOTIFICATION OF HAZARDOUS WASTE ACTIVITY
(VERIFICATION)

This is to acknowledge that you have filed a Notification of Hazardous Waste Activity for the installation located at the address shown in the box below to comply with Section 3010 of the Resource Conservation and Recovery Act *(RCRA)*. Your EPA Identification Number for that installation appears in the box below. The EPA Identification Number must be included on all shipping manifests for transporting hazardous wastes; on all Annual Reports that generators of hazardous waste, and owners and operators of hazardous waste treatment, storage and disposal facilities must file with EPA; on all applications for a Federal Hazardous Waste Permit; and other hazardous waste management reports and documents required under Subtitle C of RCRA.

EPA I.D. NUMBER → NYD061958591

SUFFOLK ETCHED PRODUCTS INC
300 PLEASURE DRIVE
RIVERHEAD, NY 11901

INSTALLATION ADDRESS → 300 PLEASURE DRIVE
RIVERHEAD, NY 11901

EPA Form 8700-12B (4-80)

12/08/80

Please print or type with ELITE type (12 characters/inch) in the unshaded areas only.

8/18/80

Form Approved OMB No. 158-S79016
GSA No. 0246-EPA-OT

EPA

U.S. ENVIRONMENTAL PROTECTION AGENCY

NOTIFICATION OF HAZARDOUS WASTE ACTIVITY

INSTRUCTIONS: If you received a preprinted label, affix it in the space at left. If any of the information on the label is incorrect, draw a line through it and supply the correct information in the appropriate section below. If the label is complete and correct, leave Items I, II, and III below blank. If you did not receive a preprinted label, complete all items. "Installation" means a single site where hazardous waste is generated, treated, stored and/or disposed of, or a transporter's principal place of business. Please refer to the INSTRUCTIONS FOR FILING NOTIFICATION before completing this form. The information requested herein is required by law *(Section 3010 of the Resource Conservation and Recovery Act).*

INSTALLATION'S EPA I.D. NO.	NYD061958591
I. NAME OF INSTALLATION	SUFFOLK ETCHED PRODUCTS INC
II. INSTALLATION MAILING ADDRESS	300 PLEASURE DRIVE RIVERHEAD, NY 11901
III. LOCATION OF INSTALLATION	300 PLEASURE DRIVE RIVERHEAD, NY 11901

DETACH

FOR OFFICIAL USE ONLY

COMMENTS: C

INSTALLATION'S EPA I.D. NUMBER	APPROVED	DATE RECEIVED (yr., mo., & day)
F NYD061958591 T/A 3 C 1		801119

I. NAME OF INSTALLATION

II. INSTALLATION MAILING ADDRESS

STREET OR P.O. BOX: 3

CITY OR TOWN: 4 | ST. | ZIP CODE

III. LOCATION OF INSTALLATION

STREET OR ROUTE NUMBER: 5

CITY OR TOWN: 6 | ST. | ZIP CODE

IV. INSTALLATION CONTACT

NAME AND TITLE (last, first, & job title)	PHONE NO. (area code & no.)
2 JOSEPH M PUFAHL PRESIDENT	516-727-8860

V. OWNERSHIP

A. NAME OF INSTALLATION'S LEGAL OWNER: 8 SUFFOLK ETCHED PRODUCTS INC.

B. TYPE OF OWNERSHIP (enter the appropriate letter into box)

F = FEDERAL
M = NON-FEDERAL

M

VI. TYPE OF HAZARDOUS WASTE ACTIVITY (enter "X" in the appropriate box(es))

- [X] A. GENERATION
- [X] B. TRANSPORTATION (complete item VII)
- [ ] C. TREAT/STORE/DISPOSE
- [ ] D. UNDERGROUND INJECTION

VII. MODE OF TRANSPORTATION (transporters only – enter "X" in the appropriate box(es))

- [ ] A. AIR
- [ ] B. RAIL
- [X] C. HIGHWAY
- [ ] D. WATER
- [ ] E. OTHER (specify):

VIII. FIRST OR SUBSEQUENT NOTIFICATION

Mark "X" in the appropriate box to indicate whether this is your installation's first notification of hazardous waste activity or a subsequent notification. If this is not your first notification, enter your Installation's EPA I.D. Number in the space provided below.

- [X] A. FIRST NOTIFICATION
- [ ] B. SUBSEQUENT NOTIFICATION (complete item C)

C. INSTALLATION'S EPA I.D. NO.

IX. DESCRIPTION OF HAZARDOUS WASTES

Please go to the reverse of this form and provide the requested information.

FOR OFFICIAL USE ONLY

S													T/A	C
W	N	Y	D	0	6	1	9	5	8	5	9	1	2	1
1	2											13	14	15

IX. DESCRIPTION OF HAZARDOUS WASTES *(continued from front)*

A. HAZARDOUS WASTES FROM NON–SPECIFIC SOURCES. Enter the four–digit number from 40 CFR Part 261.31 for each listed hazardous waste from non–specific sources your installation handles. Use additional sheets if necessary.

1	2	3	4	5	6
F001	F007	F009			
7	8	9	10	11	12

B. HAZARDOUS WASTES FROM SPECIFIC SOURCES. Enter the four–digit number from 40 CFR Part 261.32 for each listed hazardous waste from specific industrial sources your installation handles. Use additional sheets if necessary.

13	14	15	16	17	18
19	20	21	22	23	24
25	26	27	28	29	30

C. COMMERCIAL CHEMICAL PRODUCT HAZARDOUS WASTES. Enter the four–digit number from 40 CFR Part 261.33 for each chemical substance your installation handles which may be a hazardous waste. Use additional sheets if necessary.

31	32	33	34	35	36
U226					
37	38	39	40	41	42
43	44	45	46	47	48

D. LISTED INFECTIOUS WASTES. Enter the four–digit number from 40 CFR Part 261.34 for each listed hazardous waste from hospitals, veterinary hospitals, medical and research laboratories your installation handles. Use additional sheets if necessary.

49	50	51	52	53	54

E. CHARACTERISTICS OF NON–LISTED HAZARDOUS WASTES. Mark "X" in the boxes corresponding to the characteristics of non–listed hazardous wastes your installation handles. *(See 40 CFR Parts 261.21 – 261.24.)*

☐ 1. IGNITABLE (D001) ☐ 2. CORROSIVE (D002) ☐ 3. REACTIVE (D003) ☐ 4. TOXIC (D000)

X. CERTIFICATION

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

SIGNATURE	NAME & OFFICIAL TITLE *(type or print)*	DATE SIGNED
Joseph M. Pufahl	JOSEPH M. PUFAHL PRESIDENT	11/18/80

DETACH

DETACH

(fill—in areas are spaced for elite type, i.e., 12 characters/inch).

Form Approved OMB No. 158-R0175

FORM 1 GENERAL

EPA

ENVIRONMENTAL PROTECTION AGENCY

GENERAL INFORMATION

Consolidated Permits Program

(Read the "General Instructions" before starting.)

I. EPA I.D. NUMBER

F NYD061958591 3 D

LABEL ITEMS

I. EPA I.D. NUMBER	NYDO 61958591
III. FACILITY NAME	Suffolk Etched Products Inc.
V. FACILITY MAILING ADDRESS	300 Pleasure Drive Riverhead, New York 11910
VI. FACILITY LOCATION	300 Pleasure Drive Riverhead, New York 11901

Notified 8/7

GENERAL INSTRUCTIONS

If a preprinted label has been provided, affix it in the designated space. Review the information carefully; if any of it is incorrect, cross through it and enter the correct data in the appropriate fill—in area below. Also, if any of the preprinted data is absent *(the area to the left of the label space lists the information that should appear)*, please provide it in the proper fill—in area*(s)* below. If the label is complete and correct, you need not complete Items I, III, V, and VI *(except VI-B which must be completed regardless)*. Complete all items if no label has been provided. Refer to the instructions for detailed item descriptions and for the legal authorizations under which this data is collected.

II. POLLUTANT CHARACTERISTICS

INSTRUCTIONS: Complete A through J to determine whether you need to submit any permit application forms to the EPA. If you answer "yes" to any questions, you must submit this form and the supplemental form listed in the parenthesis following the question. Mark "X" in the box in the third column if the supplemental form is attached. If you answer "no" to each question, you need not submit any of these forms. You may answer "no" if your activity is excluded from permit requirements; see Section C of the instructions. See also, Section D of the instructions for definitions of **bold—faced terms.**

SPECIFIC QUESTIONS	MARK 'X' YES	NO	FORM ATTACHED
A. Is this facility a **publicly owned treatment works** which results in a **discharge** to **waters of the U.S.**? (FORM 2A)		X	
B. Does or will this facility *(either existing or proposed)* include a **concentrated animal feeding operation** or **aquatic animal production facility** which results in a **discharge** to **waters of the U.S.**? (FORM 2B)		X	
C. Is this a facility which currently results in **discharges** to **waters of the U.S.** other than those described in A or B above? (FORM 2C)		X	
D. Is this a proposed facility *(other than those described in A or B above)* which will result in a **discharge** to **waters of the U.S.**? (FORM 2D)		X	
E. Does or will this facility treat, store, or dispose of **hazardous wastes**? (FORM 3)	X		
F. Do you or will you inject at this facility industrial or municipal effluent below the lowermost stratum containing, within one quarter mile of the well bore, underground sources of drinking water? (FORM 4)		X	
G. Do you or will you inject at this facility any produced water or other fluids which are brought to the surface in connection with conventional oil or natural gas production, inject fluids used for enhanced recovery of oil or natural gas, or inject fluids for storage of liquid hydrocarbons? (FORM 4)		X	
H. Do you or will you inject at this facility fluids for special processes such as mining of sulfur by the Frasch process, solution mining of minerals, in situ combustion of fossil fuel, or recovery of geothermal energy? (FORM 4)		X	
I. Is this facility a proposed **stationary source** which is one of the 28 industrial categories listed in the instructions and which will potentially emit 100 tons per year of any air pollutant regulated under the Clean Air Act and may affect or be located in an **attainment area**? (FORM 5)		X	
J. Is this facility a proposed **stationary source** which is NOT one of the 28 industrial categories listed in the instructions and which will potentially emit 250 tons per year of any air pollutant regulated under the Clean Air Act and may affect or be located in an **attainment area**? (FORM 5)		X	

III. NAME OF FACILITY

1 SKIP SUFFOLK ETCHED PRODUCTS INC.

IV. FACILITY CONTACT

A. NAME & TITLE *(last, first, & title)*	B. PHONE *(area code & no.)*		
2 PUFAHL, JOSEPH PRESIDENT	516	727	8860

V. FACILITY MAILING ADDRESS

A. STREET OR P.O. BOX

3 300 PLEASURE DRIVE

B. CITY OR TOWN	C. STATE	D. ZIP CODE
4 RIVERHEAD	NY	11901

VI. FACILITY LOCATION

A. STREET, ROUTE NO. OR OTHER SPECIFIC IDENTIFIER

5 300 PLEASURE DRIVE

B. COUNTY NAME

SUFFOLK

C. CITY OR TOWN	D. STATE	E. ZIP CODE	F. COUNTY CODE *(if known)*
6 RIVERHEAD	NY	11901	

PAB AUG 6 10 53 '81 ENVIRONMENTAL PROTECTION AGENCY NEW YORK, N.Y. 10001

EPA Form 3510-1 (6-80)

CONTINUE ON REVERSE

CONTINUED FROM THE FRONT

VII. SIC CODES (4-digit, in order of priority)

A. FIRST	B. SECOND
3479 (specify) Coating, Engraving & Allied Serv	(specify)
C. THIRD	**D. FOURTH**
(specify)	(specify)

VIII. OPERATOR INFORMATION

A. NAME: SUFFOLK ETCHED PRODUCTS INC.

B. Is the name listed in Item VIII-A also the owner? [X] YES [ ] NO

C. STATUS OF OPERATOR (Enter the appropriate letter into the answer box; if "Other", specify.)
F = FEDERAL
S = STATE
P = PRIVATE
M = PUBLIC (other than federal or state)
O = OTHER (specify)

P (specify)

D. PHONE (area code & no.): A 516 727 8860

E. STREET OR P.O. BOX: 300 Pleasure Drive

F. CITY OR TOWN: Riverhead

G. STATE: NY

H. ZIP CODE: 11901

IX. INDIAN LAND

Is the facility located on Indian lands? [ ] YES [X] NO

X. EXISTING ENVIRONMENTAL PERMITS

A. NPDES (Discharges to Surface Water)	N		
D. PSD (Air Emissions from Proposed Sources)	9	P	
B. UIC (Underground Injection of Fluids)	U		
E. OTHER (specify)	9		(specify) NYS SPDES Application filed
C. RCRA (Hazardous Wastes)	R		
E. OTHER (specify)	9		(specify)

XI. MAP

Attach to this application a topographic map of the area extending to at least one mile beyond property bounderies. The map must show the outline of the facility, the location of each of its existing and proposed intake and discharge structures, each of its hazardous waste treatment, storage, or disposal facilities, and each well where it injects fluids underground. Include all springs, rivers and other surface water bodies in the map area. See instructions for precise requirements. F9. N150

XII. NATURE OF BUSINESS (provide a brief description)

Suffolk Etched Products, Inc. is a company engaged in the manufacture and production of metal products for the electronics and electro-mechanical industries. The company also produces commercial retail photo-etched products for direct sale.

Raw metallic sheets including brass, copper, nickel, and steel are purchased cut into sizes for processing. Nominal process sheet size would be 10" x 18". Each sheet undergoes the following typical processes: cleaning, coating, printing, development, etching, and stripping. A F9. 51

XIII. CERTIFICATION (see instructions)

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this application and all attachments and that, based on my inquiry of those persons immediately responsible for obtaining the information contained in the application, I believe that the information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

A. NAME & OFFICIAL TITLE (type or print)	B. SIGNATURE	C. DATE SIGNED
Joseph M. Pufahl, President	Joseph M. Pufahl	8/3/81

COMMENTS FOR OFFICIAL USE ONLY

Please print or type in the unshaded areas only
(fill–in areas are spaced for elite type, i.e., 12 characters/inch).

Form Approved OMB No. 158-S80004

FOR 1 3 RCRA

EPA

U.S. ENVIRONMENTAL PROTECTION AGENCY

HAZARDOUS WASTE PERMIT APPLICATION

Consolidated Permits Program

(This information is required under Section 3005 of RCRA.)

I. EPA I.D. NUMBER

S: F N YD 0 6 1 9 5 8 5 9 1 3 1 (T/A C)

FOR OFFICIAL USE ONLY

APPLICATION APPROVED	DATE RECEIVED (yr., mo., & day)	COMMENTS

II. FIRST OR REVISED APPLICATION

Place an "X" in the appropriate box in A or B below *(mark one box only)* to indicate whether this is the first application you are submitting for your facility or a revised application. If this is your first application and you already know your facility's EPA I.D. Number, or if this is a revised application, enter your facility's EPA I.D. Number in Item I above.

A. FIRST APPLICATION *(place an "X" below and provide the appropriate date)*

[X] 1. EXISTING FACILITY *(See instructions for definition of "existing" facility. Complete item below.)*

C 8 — YR. 72 — MO. 08 — DAY 09

FOR EXISTING FACILITIES, PROVIDE THE DATE *(yr., mo., & day)* OPERATION BEGAN OR THE DATE CONSTRUCTION COMMENCED *(use the boxes to the left)*

[ ] 2. NEW FACILITY *(Complete item below.)*

YR. 72 — MO. 8 — DAY 19

FOR NEW FACILITIES, PROVIDE THE DATE *(yr., mo., & day)* OPERATION BEGAN OR IS EXPECTED TO BEGIN

B. REVISED APPLICATION *(place an "X" below and complete Item I above)*

[ ] 1. FACILITY HAS INTERIM STATUS

[ ] 2. FACILITY HAS A RCRA PERMIT

III. PROCESSES – CODES AND DESIGN CAPACITIES

A. PROCESS CODE – Enter the code from the list of process codes below that best describes each process to be used at the facility. Ten lines are provided for entering codes. If more lines are needed, enter the code*(s)* in the space provided. If a process will be used that is not included in the list of codes below, then describe the process *(including its design capacity)* in the space provided on the form *(Item III-C).*

B. PROCESS DESIGN CAPACITY – For each code entered in column A enter the capacity of the process.
1. AMOUNT – Enter the amount.
2. UNIT OF MEASURE – For each amount entered in column B(1), enter the code from the list of unit measure codes below that describes the unit of measure used. Only the units of measure that are listed below should be used.

PROCESS	PROCESS CODE	APPROPRIATE UNITS OF MEASURE FOR PROCESS DESIGN CAPACITY
Storage:		
CONTAINER *(barrel, drum, etc.)*	S01	GALLONS OR LITERS
TANK	S02	GALLONS OR LITERS
WASTE PILE	S03	CUBIC YARDS OR CUBIC METERS
SURFACE IMPOUNDMENT	S04	GALLONS OR LITERS
Disposal:		
INJECTION WELL	D79	GALLONS OR LITERS
LANDFILL	D80	ACRE-FEET *(the volume that would cover one acre to a depth of one foot)* OR HECTARE-METER
LAND APPLICATION	D81	ACRES OR HECTARES
OCEAN DISPOSAL	D82	GALLONS PER DAY OR LITERS PER DAY
SURFACE IMPOUNDMENT	D83	GALLONS OR LITERS

PROCESS	PROCESS CODE	APPROPRIATE UNITS OF MEASURE FOR PROCESS DESIGN CAPACITY
Treatment:		
TANK	T01	GALLONS PER DAY OR LITERS PER DAY
SURFACE IMPOUNDMENT	T02	GALLONS PER DAY OR LITERS PER DAY
INCINERATOR	T03	TONS PER HOUR OR METRIC TONS PER HOUR; GALLONS PER HOUR OR LITERS PER HOUR
OTHER *(Use for physical, chemical, thermal or biological treatment processes not occurring in tanks, surface impoundments or incinerators. Describe the processes in the space provided; Item III-C.)*	T04	GALLONS PER DAY OR LITERS PER DAY

UNIT OF MEASURE	UNIT OF MEASURE CODE	UNIT OF MEASURE	UNIT OF MEASURE CODE	UNIT OF MEASURE	UNIT OF MEASURE CODE
GALLONS	G	LITERS PER DAY	V	ACRE-FEET	A
LITERS	L	TONS PER HOUR	D	HECTARE-METER	F
CUBIC YARDS	Y	METRIC TONS PER HOUR	W	ACRES	B
CUBIC METERS	C	GALLONS PER HOUR	E	HECTARES	Q
GALLONS PER DAY	U	LITERS PER HOUR	H		

EXAMPLE FOR COMPLETING ITEM III *(shown in line numbers X-1 and X-2 below):* A facility has two storage tanks, one tank can hold 200 gallons and the other can hold 400 gallons. The facility also has an incinerator that can burn up to 20 gallons per hour.

S: C — DUP — T/A: — C: 1

LINE NUMBER	A. PROCESS CODE (from list above)	B. PROCESS DESIGN CAPACITY 1. AMOUNT (specify)	B. 2. UNIT OF MEASURE (enter code)	FOR OFFICIAL USE ONLY	LINE NUMBER	A. PROCESS CODE (from list above)	B. 1. AMOUNT	B. 2. UNIT OF MEASURE (enter code)	FOR OFFICIAL USE ONLY
X-1	S 0 2	600	G		5				
X-2	T 0 3	20	E		6				
1	S 0 2	12000000	G		7				
2					8				
3					9				
4					10				

Continued from the front.

III. PROCESSES *(continued)*

C. SPACE FOR ADDITIONAL PROCESS CODES OR FOR DESCRIBING OTHER PROCESSES *(code "T04")*. FOR EACH PROCESS ENTERED HERE INCLUDE DESIGN CAPACITY.

IV. DESCRIPTION OF HAZARDOUS WASTES

A. EPA HAZARDOUS WASTE NUMBER – Enter the four–digit number from 40 CFR, Subpart D for each listed hazardous waste you will handle. If you handle hazardous wastes which are not listed in 40 CFR, Subpart D, enter the four–digit number*(s)* from 40 CFR, Subpart C that describes the characteristics and/or the toxic contaminants of those hazardous wastes.

B. ESTIMATED ANNUAL QUANTITY – For each **listed waste** entered in column A estimate the quantity of that waste that will be handled on an annual basis. For each **characteristic** or **toxic contaminant** entered in column A estimate the total annual quantity of all the non–listed waste*(s)* that will be handled which possess that characteristic or contaminant.

C. UNIT OF MEASURE – For each quantity entered in column B enter the unit of measure code. Units of measure which must be used and the appropriate codes are:

ENGLISH UNIT OF MEASURE	CODE	METRIC UNIT OF MEASURE	CODE
POUNDS	P	KILOGRAMS	K
TONS	T	METRIC TONS	M

If facility records use any other unit of measure for quantity, the units of measure must be converted into one of the required units of measure taking into account the appropriate density or specific gravity of the waste.

D. PROCESSES

1. PROCESS CODES:
   For listed hazardous waste: For each **listed** hazardous waste entered in column A select the code*(s)* from the list of process codes contained in Item III to indicate how the waste will be stored, treated, and/or disposed of at the facility.
   For non–listed hazardous wastes: For each characteristic or toxic contaminant entered in column A, select the code*(s)* from the list of process codes contained in Item III to indicate **all** the processes that will be used to store, treat, and/or dispose of all the non–listed hazardous wastes that possess that characteristic or toxic contaminant.
   Note: Four spaces are provided for entering process codes. If more are needed: (1) Enter the first three as described above; (2) Enter "000" in the extreme right box of Item IV-D(1); and (3) Enter in the space provided on page 4, the line number and the additional code*(s)*.

2. PROCESS DESCRIPTION: If a code is not listed for a process that will be used, describe the process in the space provided on the form.

NOTE: HAZARDOUS WASTES DESCRIBED BY MORE THAN ONE EPA HAZARDOUS WASTE NUMBER – Hazardous wastes that can be described by more than one EPA Hazardous Waste Number shall be described on the form as follows:

1. Select one of the EPA Hazardous Waste Numbers and enter it in column A. On the same line complete columns B,C, and D by estimating the total annual quantity of the waste and describing all the processes to be used to treat, store, and/or dispose of the waste.
2. In column A of the next line enter the other EPA Hazardous Waste Number that can be used to describe the waste. In column D(2) on that line enter "included with above" and make no other entries on that line.
3. Repeat step 2 for each other EPA Hazardous Waste Number that can be used to describe the hazardous waste.

EXAMPLE FOR COMPLETING ITEM IV *(shown in line numbers X-1, X-2, X-3, and X-4 below)* – A facility will treat and dispose of an estimated 900 pounds per year of chrome shavings from leather tanning and finishing operation. In addition, the facility will treat and dispose of three non–listed wastes. Two wastes are corrosive only and there will be an estimated 200 pounds per year of each waste. The other waste is corrosive and ignitable and there will be an estimated 100 pounds per year of that waste. Treatment will be in an incinerator and disposal will be in a landfill.

LINE NO.	A. EPA HAZARD. WASTE NO. (enter code)	B. ESTIMATED ANNUAL QUANTITY OF WASTE	C. UNIT OF MEASURE (enter code)	D. PROCESSES 1. PROCESS CODES (enter)	D. PROCESSES 2. PROCESS DESCRIPTION (if a code is not entered in D(1))
X-1	K054	900	P	T03 D80	
X-2	D002	400	P	T03 D80	
X-3	D001	100	P	T03 D80	
X-4	D002				included with above

CONTINUE ON PAGE 3

Continued from page 2.
NOTE: Photocopy this page before completing if you have more than 26 wastes to list.

Form Approved OMB No. 158-S80004

EPA I.D. NUMBER (enter from page 1)													T/A	C
S	W	N	Y	D	0	6	1	9	5	8	5	9	1	3	1
1	2											13	14	15

FOR OFFICIAL USE ONLY																							
S	W	D	U	P											T/A	C	D	U	P				
1	2												13		14	15	23						26

IV. DESCRIPTION OF HAZARDOUS WASTES (continued)

LINE NO.	A. EPA HAZARD. WASTE NO. (enter code)	B. ESTIMATED ANNUAL QUANTITY OF WASTE	C. UNIT OF MEASURE (enter code)	D. PROCESSES 1. PROCESS CODES (enter)				D. PROCESSES 2. PROCESS DESCRIPTION (if a code is not entered in D(1))
	23 - 26	27 - 35	36	27 - 29	27 - 29	27 - 29	27 - 29	
1	F001	1238000	P	S02				
2	F007	5500000	P	S02				
3	F009	10000000	P	S02				
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
	23 - 26	27 - 35	36	27 - 29	27 - 29	27 - 29	27 - 29	

EPA Form 3510-3 (6-80)

CONTINUE ON REVERSE

(enter "A", "B", "C", etc. behind the "3" to identify photocopied pages)

IV. DESCRIPTION OF HAZARDOUS WASTE (continued)

E. USE THIS SPACE TO LIST ADDITIONAL PROCESS CODES FROM ITEM D(1) ON PAGE 3.

FL: A/55 FL: A/56

EPA I.D. NO. (enter from page 1)

F NYD061958591 T/A 36

V. FACILITY DRAWING

All existing facilities must include in the space provided on page 5 a scale drawing of the facility *(see instructions for more detail).*

VI. PHOTOGRAPHS

All existing facilities must include photographs *(aerial or ground—level)* that clearly delineate all existing structures; existing storage, treatment and disposal areas; and sites of future storage, treatment or disposal areas *(see instructions for more detail).*

VII. FACILITY GEOGRAPHIC LOCATION

LATITUDE (degrees, minutes, & seconds)	LONGITUDE (degrees, minutes, & seconds)
40 53 450	072 37 000

VIII. FACILITY OWNER

☒ A. If the facility owner is also the facility operator as listed in Section VIII on Form 1, "General Information", place an "X" in the box to the left and skip to Section IX below.

B. If the facility owner is not the facility operator as listed in Section VIII on Form 1, complete the following items:

1. NAME OF FACILITY'S LEGAL OWNER	2. PHONE NO. (area code & no.)
E	

3. STREET OR P.O. BOX	4. CITY OR TOWN	5. ST.	6. ZIP CODE
F	G		

IX. OWNER CERTIFICATION

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

A. NAME (print or type)	B. SIGNATURE	C. DATE SIGNED
Joseph M. Pufahl	Joseph M. Pufahl	8/3/81

X. OPERATOR CERTIFICATION

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

A. NAME (print or type)	B. SIGNATURE	C. DATE SIGNED
NOT REQUIRED		

CONTINUE ON PAGE 5

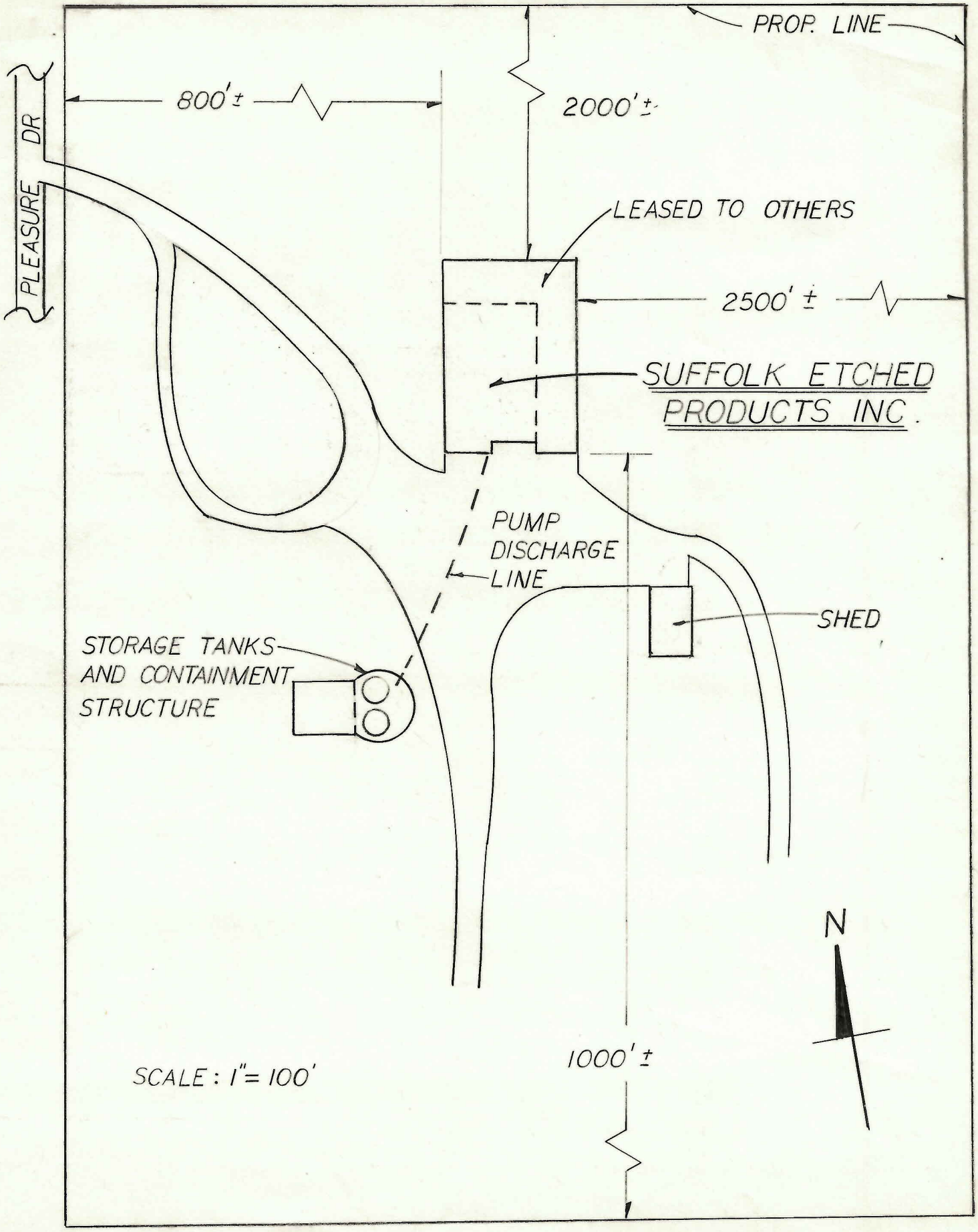
Continued from page 4.

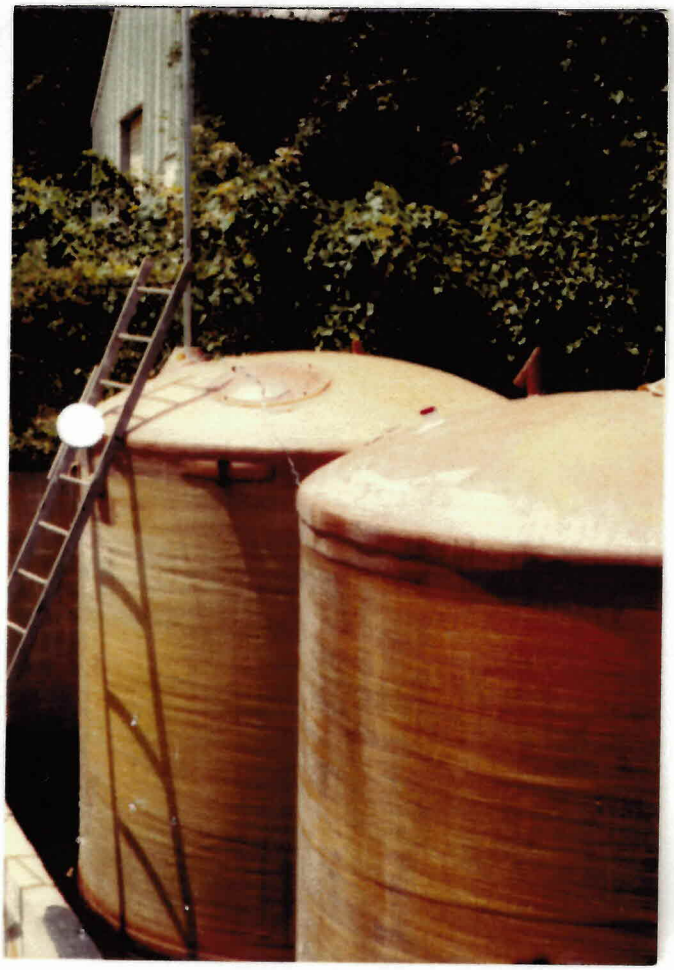
NYD061958591

Form Approved OMB No. 158-S80004

V. FACILITY DRAWING *(see page 4)*

SUFFOLK ETCHED PRODS. INC

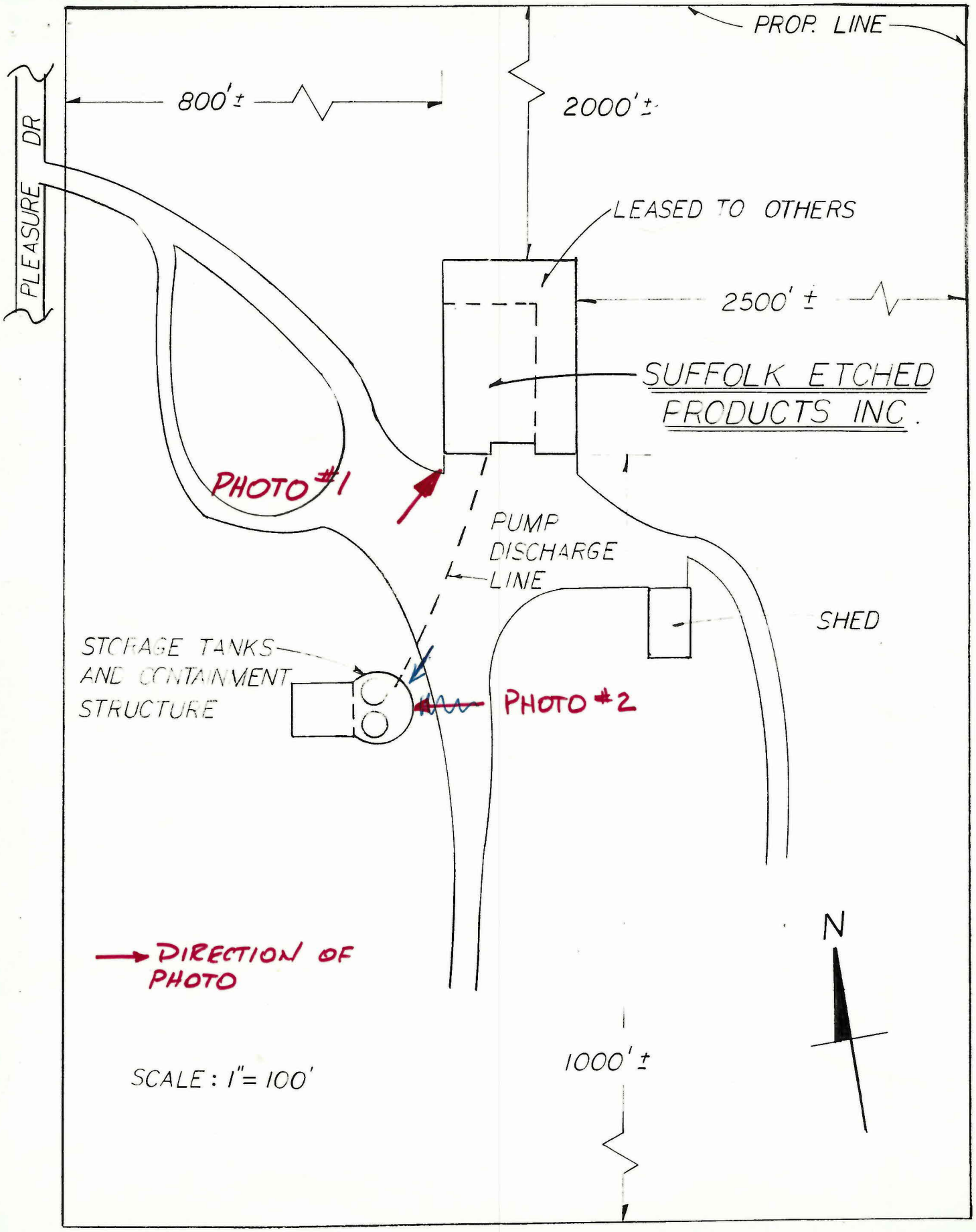




Continued from page 4.

Form Approved OMB No. 158-S80004

V. FACILITY DRAWING *(see page 4)*



DEC 3 0 1985

Allen M. Smith, Esq.
737 Roanoake Avenue
P.O. Box 1240
Riverhead, New York 11901

Re: In the Matter of Suffolk Etched Products
Docket No. II RCRA-85-0246

Dear Mr. Smith:

Enclosed is a fully-executed copy of the Consent Agreement and Final Order which has been issued by the Region II Office of the United States Environmental Protection Agency in settlement of the above-referenced enforcement proceeding.

All terms agreed to by Suffolk Etched Products, Inc., as described in the Consent Agreement, become effective upon your receipt of this document. Specifically, the sixty-day period for payment of the two thousand dollar ($2,000.00) penalty commences upon your receipt of this document. Please arrange for payment of this penalty in accordance with the instructions set forth in the Consent Agreement.

I can be reached at (212) 264-4544 should you have any questions regarding this matter.

All good wishes for the holiday season.

Lois R. Murphy
Assistant Regional Counsel
Office of Regional Counsel

Enclosure

cc: David Matrici, NYSDEC
Richard Williams, Esq., NYSDEC

bcc: Sandra Crystall (WF-527)
Laura Livingston, 2PM-PA
Stan Siegel, AWM-SW
Ronald Gherardi, 2PM-FIN

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION II

In the Matter of SUFFOLK ETCHED PRODUCTS, INC. NYD061958591 Riverhead, New York 11901 Respondent. Proceeding Under Section 3008 of the Solid Waste Disposal Act, as amended.	CONSENT AGREEMENT AND CONSENT ORDER Docket No. II RCRA-83-0246

PRELIMINARY STATEMENT

This administrative proceeding was instituted pursuant to Section 3008 of the Solid Waste Disposal Act, as amended, 42 U.S.C. §6901 et seq. ("the Act"). [Note: Among the statutes amending the Act is the Resource Conservation and Recovery Act, 90 Stat. 2795, P.L. 94-580 (1976) ("RCRA").]

The Director of the Air and Waste Management Division of the U.S. Environmental Protection Agency ("EPA"), Region II, Complainant in this proceeding, issued a Complaint, Compliance Order, and Notice of Opportunity for Hearing to Respondent, SUFFOLK ETCHED PRODUCTS, INC., on September 8, 1983. Said document charged Respondent with certain violations of Section 3004 of the Act, 42 U.S.C. §6924, and the regulations promulgated thereunder, as follows.

1. Respondent owns and operates a facility located at:

300 Pleasure Drive
Riverhead, New York 11901

2. By notification dated November 18, 1980, Respondent informed EPA that it conducts activities at the facility involving "hazardous waste," as that term is defined in Section 1004(5) of the Act, 42 U.S.C. §6903(5) and in 40 CFR §261.3. By application dated August 3, 1981, Respondent requested a permit to conduct its hazardous waste activities.

3. EPA regulations for hazardous waste treatment, storage, and disposal facilities are found at 40 CFR Part 265 (published in 45 Fed. Reg. 33063 et seq., May 19, 1980 and as later amended), promulgated pursuant to Subtitle C of the Act, 42 U.S.C. §6921 et seq.

4. 40 CFR Part 265 sets interim status standards for hazardous waste treatment, storage, and disposal facilities. These standards apply until final administrative disposition of permit applications with respect to these facilities has been made. No such final disposition has been made with respect to your facility, and thus the standards of Part 265 apply thereto.

5. 40 CFR §265.143 (amended on April 7, 1982) requires that by the effective date of the regulation (July 6, 1982), an owner or operator of a hazardous waste facility must establish financial assurance for closure of the facility, as well as, where appropriate, post-closure monitoring. As of August 12, 1983, information available to EPA indicates that Respondent's

facility had not submitted the documents necessary to comply with this requirement. Respondent was therefore in violation of 40 CFR §265.143.

6. 40 CFR §265.147 (amended on April 17, 1982) requires that by the effective date of the regulation (July 17, 1982) an owner or operator of a hazardous waste facility must establish financial responsibility for bodily injury and property damage to third parties caused by sudden accidental occurrences arising from the operation of the facility. As of August 12, 1983, information available to EPA indicates that Respondent's facility had not submitted the documents necessary to comply with this requirement. Respondent was therefore in violation of 40 CFR §265.147.

CONSENT AGREEMENT

Based upon the foregoing, and pursuant to Section 3008 of the Act, and Section 22.18 of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation or Suspension of Permits, 40 CFR §22.18, it is hereby agreed that Respondent shall hereafter comply with the following terms:

1. Respondent shall comply with the requirements of 40 CFR §262.34 and 6 NYCRR §365.2(a)(7)(ii) and shall not accumulate and store hazardous waste at its facility for more than 90 days without a RCRA permit.

2. Respondent shall comply with all other relevant regulations at 40 CFR Part 262 and 6 NYCRR Part 365 applicable to

generators of hazardous waste.

3. Respondent shall, within seven (7) days of the effective date of this Consent Agreement, submit a request to the New York State Department of Environmental Conservation ("NYSDEC") to declassify Suffolk Etched Products, Inc. as a treatment, storage and disposal facility under RCRA. Such request shall be sent to John L. Middelkoop, P.E., Supervisor, Permit Section, Room 401, Bureau of Hazardous Waste Technology, NYSDEC, 50 Wolf Road, Albany, New York 12233.

4. Respondent shall, by no later than thirty (30) days after the effective date of this Consent Agreement, submit a closure plan to EPA, sufficient to meet the requirements of 40 CFR §265.112 and 6 NYCRR §360.8(c)(6)(ii)(a). Such plan shall be sent to Mr. Stanley Siegel, Air and Waste Management Division, Solid Waste Branch, Chief, Compliance and Enforcement Section, United States Environmental Protection Agency, 26 Federal Plaza, 10th Floor, New York, N.Y. 10278. Pursuant to 6 NYCRR §360.8(c)(6)(ii)(c), approval of the closure plan rests with the Commissioner of the NYSDEC and shall be submitted to the Commissioner at least 180 days before Suffolk Etched Products, Inc. expects to begin closure

5. Within sixty (60) days of receipt of a signed and executed copy of this Consent Agreement and Consent Order, Respondent shall pay by cashier's or certified check a civil penalty for the violations cited herein in the amount of two thousand dollars ($2,000.00), payable to the Treasurer, United States of America. Such payment shall be identified as Docket

No. II RCRA-83-0246 and shall be remitted to EPA - Region II (Regional Hearing Clerk), P.O. Box 360188M, Pittsburgh, Pennsylvania 15251. Failure to either remit such payment in full or to fully comply with the terms of this Agreement will result in the referral of this matter to the United States Attorney for appropriate action. Furthermore, if payment is not received by the due date established herein, interest will be assessed on the overdue amount for each thirty (30) day period or portion thereof. The interest rate assessed will be based on the current value of funds to the U.S. Treasury at the time the order is issued and will remain in effect until payment is received.

This Consent Agreement is being entered into by the parties in full settlement of all liabilities which might have attached as a result of these proceedings. Respondent admits the jurisdictional allegations of the Complaint. Furthermore, Respondent has read the Agreement and believes it to be reasonable, and consents to its issuance and its terms. Respondent consents to the assessment of the civil penalty set forth in the Agreement and explicitly waives its right to request a hearing on the Complaint, this Agreement, or the attached Consent Order.

RESPONDENT:

BY: [signature]

FOR: Suffolk Etched Products, Inc.

DATE: September 26, 1985

COMPLAINANT.

UNITED STATES OF AMERICA
ENVIRONMENTAL PROTECTION
AGENCY

BY: _____
CONRAD SIMON
Director
Air and Waste Management
Division
U.S. Environmental
Protection Agency
Region II

DATE: December 17, 1985

CONSENT ORDER

The Regional Administrator of EPA, Region II, concurs in the foregoing Consent Agreement. The Agreement entered into by the parties is hereby approved and issued, effective immediately.

_____
CHRISTOPHER J. DAGGETT
Regional Administrator
U.S. Environmental Protection
Agency
Region II
26 Federal Plaza
New York, New York 10278

DATE: December 24/1985

Missing

JAN 31 1986

Mr. Allen M. Smith
737 Roanoke Avenue
P.O. Box 1240
Riverhead, New York 11901

NYD980773667 + NYD061958591

Re: In the Matter of Suffolk Etched Products
Docket No. II RCRA-83-0246

Dear Mr. Smith:

Pursuant to your January 8, 1986, letter regarding the above referenced matter, I am herewith advising the Regional Hearing Clerk that the current address of Suffolk Etched Products, Inc. ("Suffolk") is 1556 West Main Street, Riverhead, New York. This information will be placed in the official case file. Suffolk's previous Pleasure Drive address was included in the Consent Agreement and Final Order because Agency Consent Agreements routinely repeat the content of the complaint. Had you identified the change of address prior to the final execution of this document, the new address would also have been included within the body of the Consent. In any case, the terms of the Consent Agreement and Final Order are binding on Suffolk irregardless of the Company's address.

As to the information submitted by Mr. Koerber, it is my understanding that you, as well as Mr. Pufahl, received a copy of Mr. Koerber's November 21, 1985 letter to EPA answering EPA's outstanding questions about the nature and quantity of the wastes generated by Suffolk. The new information contained in the letter, in part identifying a clerical error in the quantity of waste hauled on May 12, 1982, does not alter the Agency's position that Suffolk stored hazardous waste for more than ninety days in violation of 40 CFR §262.34 and 6 NYCRR §365.2(a)(7)(ii). Consequently, this new information does not affect the basis of settlement in this matter nor does it warrant amending the Final Order.

If you have any further questions, please feel free to call me. I can be reached at (212) 264-4544.

Very truly yours,

Lois R. Murphy
Assistant Regional Counsel
Office of Regional Counsel

cc: Regional Hearing Clerk
Stanley Siegel, 2AWM-SW

Meeting on Suffolk Etched Products
Attendance List

Bruce R. Adler Office of Regional Counsel 264-7898

STANLEY SIEGEL Solid Waste Branch 264-9638

Leila Menzer Financial Analyst 264-0939
GRA

Allen M. Smith Attorney 516
1380 Roanoke Ave 727-3277
Riverhead, N.Y.
11901

ARTHUR J. KOERBER BALDWIN & CORNELIUS 516
101 So. BERGEN PL. 378-6760
Freeport NY 11520

OCT 26 1983

RCRA-83-0246

TOOKER AND SMITH
ATTORNEYS AND COUNSELORS AT LAW
1380 ROANOKE AVENUE
POST OFFICE BOX 839
RIVERHEAD, NEW YORK 11901-0602
516-727-3277

ROBERT L. TOOKER
ALLEN M. SMITH

LEONARD PILZER

V. ANTHONY MAGGIPINTO
OF COUNSEL

FILE

October 21, 1983

EPA ID #
NYD061958591

Bruce Adler, Esq.
Air & Waste Management Division
United States Environmental
Protection Agency
Region II
26 Federal Plaza
New York, New York 10278

Re: Suffolk Etched Products, Inc.
NY DO 6195 8591
Docket No. II, RCRA-83-0246

Dear Mr. Adler:

Please accept this letter as confirmation of your stipulation extending the time to answer the complaint herein until October 28, 1983.

I enclose a copy of the insurance policy which I believe provides the required coverages. Once you have had an opportunity to review the enclosed, please contact me.

Very truly yours,

Allen M. Smith

Allen M. Smith

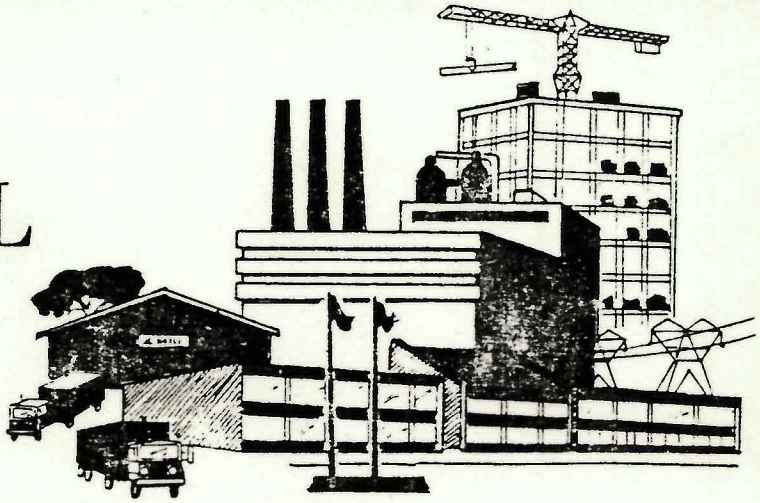
AMS:LDG
Enclosure

Re: Leila (11/21/83):
This policy needs endorsement or certificate for correct wording.
- Some question also as to whether policy limits of $1000/person is acceptable

(Bruce extended it to Nov 4)
hold review of these doc's until answer)

L Boyd

INDUSTRIAL POLICY



AN INDUSTRIAL POLICY

specially prepared
for

Suffolk Etched Products Inc.

by

Townsend Insurance Agcy.

Home Insurance Companies

H32790F 1/80

INDUSTRIAL POLICY

QUICK REFERENCE

	Beginning On Page
DECLARATIONS—Industrial Policy	1
DECLARATIONS (continued) if applicable	2 (with letter)
SECTION I: PROPERTY COVERED	
Coverage A—Buildings	3
Coverage B—Personal Property	3
Extensions of Coverages A & B	3a
Coverage C—Time Element Insurance	4a
Coverage D—Scheduled Property	4a
SECTION I: PERILS	5
SECTION I: GENERAL EXCLUSIONS (Applicable to Section I)	7
SECTION I: DEDUCTIBLE	7
SECTION I: CONDITIONS APPLICABLE TO SECTION I	8
SECTION II: GENERAL LIABILITY	
Coverage E—Comprehensive General Liability	13
Coverage F—Premises Medical Payments	16
SECTION II: CONDITIONS APPLICABLE TO SECTION II	17
SECTION II: DEFINITIONS APPLICABLE TO SECTION II	20
PROVISIONS APPLICABLE TO SECTION III	21
CONDITIONS APPLICABLE TO SECTION III	21
GENERAL CONDITIONS (Sections I, II & III)	23

If applicable, Section III (Crime Coverages), Section IV (Specialty Coverages) and Section V (Automobile Coverages) as well as other forms and endorsements follow General Conditions.

PLEASE READ POLICY CAREFULLY

IMPORTANT: This **QUICK REFERENCE** is **NOT** part of policy and does not provide coverage. Refer to the policy itself for actual contractual provisions.

Insurance is provided by the Stock Company designated by [X] and hereinafter called the Company.

[X] THE HOME INSURANCE COMPANY
Manchester, N.H.

No. IDR— 8 99 29 43

[ ] CITY INSURANCE COMPANY
Short Hills, N.J.

[ ] THE HOME INDEMNITY COMPANY
Manchester, N.H.

[ ] THE HOME INSURANCE COMPANY OF ILLINOIS
Chicago, Ill.

[ ] THE HOME INSURANCE COMPANY OF INDIANA
Indianapolis, Ind.

INSURANCE HOME COMPANIES

DECLARATIONS

R/W IDR 8992922
RENEWAL OF NO.

18546 | 101
PRODUCER'S NO. OPC

Named Insured and Mailing Address
(Number, Street, Town, County, State & Zip No.)
Suffolk Etched Products Inc.
And Grace Sonneblich
ROUTE 25 & KROEMER AVENUE
Riverhead, N.Y. 11901

PREMIUM*

Total Advance Premium	$ 4,115.00
(Includes 1st Yr. Auto Prem. if any)	
Payable at Inception	$ 4,115.00
Each Anniversary	$ **
(Enter ** for note to apply) NY FIF 40.11	

*Subject to adjustment as provided herein.
**Anniversary premiums subject to rates then current.

Policy Period Years [3]

From 10/2/82 To 10/2/85 — 12:01 A.M. Standard Time at the address of the Named Insured as stated above.

Audit Period: Annual, unless otherwise stated: [ ] Monthly [ ] Quarterly [ ] Semi-Annual [ ] Other

DESCRIPTION AND LOCATION OF PROPERTY AND OPERATIONS COVERED
(Loc. No., Bldg. No.—Show location, construction, type of roof, occupancy and type of operations)

see page 2B

Section	Limits or Amounts and Coinsurance		Coverages
I	$ 200,000	100%	A. Building(s)
	$ 180,000	80%	B. Personal Property
	$ -----		C. -----
	$ -----		D. -----
	Basic Perils Part applies to Coverage(s) A		
	Basic Perils and Additional Perils Parts applies to Coverage(s) B		
	Special Perils Part applies to Coverage(s)		
	$ 500 Deductible applies to perils Basic & Add'l Coverage(s) A B		
II	$1,000,000	each occurrence	E. Comprehensive General Liability
	$1,000,000	aggregate	
	$1,000	each person	F. Premises Medical Payments
	$25,000	each accident	

see page 2A

Policy Form and endorsements attached at inception H32255F

Mortgagee Clause: Subject to the provisions of the mortgagee clause attached hereto, loss, if any, under the building coverage under Section I shall be payable to the Named Insured and:

New York	12/14/82pos	
Countersigned at	Date (Mo., Day, Yr.)	Authorized Representative

In consideration of the premium, insurance is provided the Named Insured with respect to the described location(s) and with respect to those coverages and kinds of property for which a specific limit of liability or an amount of insurance is shown, subject to all the terms of this policy including forms and endorsements made a part hereof.

In Witness Whereof, the company identified on the declarations page has caused this policy to be executed and ttested on its behalf, but this policy shall not be valid unless countersigned on the declarations page by a duly authorized epresentative of the company.

TIMOTHY P. REAMES, *Secretary*

PETER C. R. HUANG, *President*
of THE HOME INSURANCE COMPANY

HENRY P. LENZ, *President*
of
THE HOME INDEMNITY COMPANY
CITY INSURANCE COMPANY
THE HOME INSURANCE CO. OF ILLINOIS
THE HOME INSURANCE CO. OF INDIANA

Issued By

- [x] The Home Insurance Company
- [ ] City Insurance Company
- [ ]
- [ ] The Home Indemnity Company
- [ ] The Home Insurance Company of Indiana

Policy Number	Certificate Number	Named Insured
IDR 8992943		Suffolk Etched Products Inc.

Producer	Producer No - OPC
Townsend Insurance Agcy.	18546 101

Policy Period:	Inception (Month-Day-Year)	Expiration (Month-Day-Year)	Effective Date and Time of Endorsement
	10/2/82	10/2/85	10/2/82

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchange

INSTALLMENT PAYMENT PLAN

It is agreed that the policy Premium due at inception is payable in installments as follows:

INSTALLMENTS

10/2/82 .....1647.00
1/2/83 .....1234.00
4/2/83 .....1234.00
4,115.00 annual premium

Additional Premium	Total Additional Premium	Pro Rata Of	Premium Due at Endorsement Effective Date
Return Premium	Total Return Premium	Pro Rata or Short Rate of	Premium Due at Endorsement Effective Date

Premium Adjustments if the Premium is Payable in Installments or Cycle Billing:

Dates Due	Present Installment	Increase	Decrease	Revised Installment
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$ 10/85

Signature of Authorized Representative

GNL 6868F (S) Rev. 12/81

The Home Insurance Companie

Insured Copy

Insurance is provided by the Stock Company designated by ☒ and hereinafter called the Company.

☒ THE HOME INSURANCE COMPANY
Manchester, N.H.

No. IDR— 8 99 29 43

☐ CITY INSURANCE COMPANY
Short Hills, N.J.

☐ THE HOME INDEMNITY COMPANY
Manchester, N.H.

☐ THE HOME INSURANCE COMPANY OF ILLINOIS
Chicago, Ill.

☐ THE HOME INSURANCE COMPANY OF INDIANA
Indianapolis, Ind.

INSURANCE HOME COMPANIES

CERTIFICATE OF INSURANCE
DECLARATIONS

R/W IDR 8992922
RENEWAL OF NO.

18546 101
PRODUCER'S NO. OPC

Named Insured and Mailing Address
(Number, Street, Town, County, State & Zip No.)

Suffolk Etched Products Inc.
And Grace Sonneblich
ROUTE 25 & KROEMER AVENUE
Riverhead, N.Y. 11901

PREMIUM*

Total Advance Premium (Includes 1st Yr. Auto Prem. if any)	$ 4,115.00
Payable at Inception	$ 4,115.00
Each Anniversary (Enter ** for note to apply)	$ **

NY FIF 40.11

*Subject to adjustment as provided herein.
**Anniversary premiums subject to rates then current.

Policy Period Years 3

From 10/2/82 To 10/2/85 (12:01 A.M. Standard Time at the address of the Named Insured as stated above.)

Audit Period: Annual, unless otherwise stated: ☐ Monthly ☐ Quarterly ☐ Semi-Annual ☐ Other

DESCRIPTION AND LOCATION OF PROPERTY AND OPERATIONS COVERED
(Loc. No., Bldg. No.—Show location, construction, type of roof, occupancy and type of operations)

see page 2B

Section	Limits or Amounts and Coinsurance		Coverages
I	$ 200,000	100%	A. Building(s)
	$ 180,000	80%	B. Personal Property
	$ ———		C. ———
	$ ———		D. ———
	Basic Perils Part applies to Coverage(s) A		
	Basic Perils and Additional Perils Parts applies to Coverage(s) B		
	Special Perils Part applies to Coverage(s)		
	$ 500	Deductible applies to perils Basic & Add'l	Coverage(s) A B
II	$1,000,000	each occurrence	E. Comprehensive General Liability
	$1,000,000	aggregate	
	$1,000	each person	F. Premises Medical Payments
	$25,000	each accident	

see page 2A

Policy Form and endorsements attached at inception

H32255F

Mortgagee Clause: Subject to the provisions of the mortgagee clause attached hereto, loss, if any, under the building coverage under Section I shall be payable to the Named Insured and:

New York	12/14/82pos	
Countersigned at	Date (Mo., Day, Yr.)	Authorized Representative

In consideration of the premium, insurance is provided the Named Insured with respect to the described location(s) and with respect to those coverages and kinds of property for which a specific limit of liability or an amount of insurance is shown, subject to all the terms of this policy including forms and endorsements made a part hereof.

This memorandum is for information only; it is not a contract of insurance but attests that a policy as numbered herein, and as it stands at the date of this certificate, has been issued by the Company. Said policy is subject to change by endorsement and to assignment and cancellation in accordance with its terms.

RECEIVED
JAN 0 3 1983

In Witness Whereof, the company identified on the declarations page has caused this policy to be executed and attested on its behalf, but this policy shall not be valid unless countersigned on the declarations page by a duly authorized representative of the company.

Timothy P Reames

TIMOTHY P. REAMES, *Secretary*

PETER C. R. HUANG, *President*
of THE HOME INSURANCE COMPANY

HENRY P. LENZ, *President*
of
THE HOME INDEMNITY COMPANY
CITY INSURANCE COMPANY
THE HOME INSURANCE CO. OF ILLINOIS
THE HOME INSURANCE CO. OF INDIANA

STOCK COMPANY

ISSUED BY

INSURANCE HOME COMPANIES

DECLARATIONS (continued) SECTION I — ADDITIONAL LOCATIONS

NAMED INSURED	POLICY NUMBER
Suffolk Etched Products Inc.	IDR 8992943

Description and Location of Property and Operations Covered

Location Number	Building Number	Show location, construction, type of roof, occupancy and type of operations
1	1	covering contents and a brick bldg. usual to a photo engraver situated at : corner of Rt. 25 & Kroemer Ave. Riverhead Suffolk, NY 11901

SCHEDULE

The insurance afforded is only with respect to each coverage for which an Amount of Insurance is shown, subject to all the terms of this policy having reference thereto.

COVERAGES

Location Number	Building Number	A—Building(s) Amount	B—Personal Property Amount	C — Time Element Amount Each 30 Days	C — Time Element Aggregate Amount	C — Time Element Amount of Insurance	
1	1	200,000	180,000	-	-	-	-
500			Basic				

$ 100 Deductible (applies to Peril(s) Basic & Add'l Coverage(s) A &B

% COINSURANCE	APPLIES TO COVERAGE(S)
100	A
80	B

EFFECTIVE DATE OF THIS PAGE	AGENT
10/2/82	Townsend Ins. Agcy. 18546 101

Wherever a policy provision refers to the Declarations, such reference shall also apply to this Declarations Page.

This section contains three parts: Basic Perils Part; Additional Perils Part; and Special Perils Part. These Parts apply only as indicated in the Declarations.

BASIC PERILS PART

This part applies only with respect to such coverages for which it is made applicable in the Declarations.

This policy insures against direct loss to the property covered caused by such of the following perils as are indicated as applicable in the Declarations:

1. **Fire and Lightning.**

2. **Removal,** meaning loss by removal of the property covered hereunder from premises endangered by the perils insured against, including coverage for 10 days at each proper place to which such property shall necessarily be removed for preservation from the perils insured against.

3. **Order of Civil Authority,** meaning only acts of destruction ordered by civil authority at the time of and for the purpose of preventing the spread of fire, provided that such fire did not originate from any peril excluded by this policy.

4. **Windstorm and Hail,** excluding loss:

   (a) caused directly or indirectly by frost or cold weather or ice (other than hail), snow or sleet, all whether driven by wind or not;

   (b) to the interior of the building(s) or the property covered therein caused by rain, snow, sand or dust, all whether driven by wind or not, unless the building(s) covered or containing the property covered shall first sustain an actual damage to roof or walls by the direct action of wind or hail and then the company shall be liable for loss to the interior of the building(s) or the property covered therein as may be caused by rain, snow, sand or dust, entering the building(s) through openings in the roof or walls made by direct action of wind or hail;

   (c) by water from sprinkler equipment or other piping, unless such equipment or piping be damaged as a direct result of wind or hail;

   (d) to outdoor radio and television antennas and aerials including their lead-in wiring, masts and towers.

5. **Explosion,** including direct loss resulting from the explosion of accumulated gases or unconsumed fuel within the firebox (or combustion chamber) of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom.

   The company shall not be liable for loss by explosion of steam boilers, steam pipes, steam turbines or steam engines, if owned by, leased by or operated under the control of the Named Insured.

   The following are not explosions within the intent or meaning of these provisions:

   (a) shock waves caused by aircraft, generally known as "sonic boom";

   (b) electric arcing;

   (c) rupture or bursting of rotating or moving parts of machinery caused by centrifugal force or mechanical breakdown;

   (d) water hammer;

   (e) rupture or bursting of water pipes;

   (f) rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;

   (g) rupture, bursting or operation of pressure relief devices.

6. **Riot and Civil Commotion,** including direct loss by acts of striking employees of the owner or tenant(s) of the described building(s) while occupied by said striking employees and direct loss from pillage and looting occurring during and at the immediate place of a riot or civil commotion. The company shall not be liable for loss resulting from damage to or destruction of the property due to change in temperature or humidity or interruption of operations whether or not such loss is covered by this policy as to other perils.

7. **Vehicles and Aircraft,** meaning only direct loss resulting from actual physical contact of an aircraft or a vehicle with property covered hereunder or with the building(s) containing the property covered, and direct loss by objects falling from aircraft, but excluding loss:

   (a) by any vehicle owned or operated by the Named Insured or by any tenant of the premises;

   (b) by any vehicle to outdoor walks, roadways, or other paved surfaces, curbs or fences, whether such items are specifically described in the Declarations or not.

   The word "vehicles" means vehicles running on land or tracks but not aircraft. The word "aircraft"

shall include self-propelled missiles and spacecraft.

8. **Smoke,** meaning thereby only sudden and accidental discharge of smoke from other than industrial operations or agricultural smudging.

9. **Vandalism and Malicious Mischief,** meaning only the wilful and malicious damage to or destruction of the property covered, including damage to the building(s) covered caused by burglars in gaining entrance to or egress from such building(s) or any other part thereof, but excluding loss:

   (a) to glass (other than glass building blocks) constituting a part of the building or an outside sign;

   (b) by pilferage, theft, burglary or larceny;

   (c) by explosion of steam boilers, steam pipes, steam turbines or steam engines, if owned by, leased by, or operated under the control of the Named Insured or by rupture or bursting of rotating or moving parts of machinery caused by centrifugal force or mechanical breakdown;

   (d) from depreciation or deterioration; nor, unless specifically endorsed, for any loss resulting from change in temperature or humidity;

   (e) at any location described while all building(s) at such location had been vacant beyond a period of 30 consecutive days immediately preceding the loss.

ADDITIONAL PERILS PART

This part applies only with respect to such coverages for which it is made applicable in the Declarations.

This policy is extended to insure against direct loss to the property covered caused by such of the following additional perils as are indicated as applicable in the Declarations:

10. **Sonic Boom.**

11. **Falling Objects, but excluding loss:**

    (a) to the interior of the building(s) or the property covered therein, caused by falling objects unless the building(s) covered or containing the property covered shall first sustain an actual damage to the exterior of the roof or walls by the falling object; or

    (b) to personal property in the open.

12. **Weight of Ice, Snow or Sleet,** which results in physical injury to the building(s) covered or containing the property covered, but excluding loss, except as the direct result of the collapse of a building(s) to awnings, gutters, downspouts, outdoor radio and television antennas and aerials including their lead-in wiring, masts and towers, outdoor signs, fences, swimming pools, walks, roadways or other paved surfaces, curbs, piers, bulkheads, wharves or docks, beach or diving platforms or appurtenances, retaining walls not constituting a part of the building(s), or outdoor equipment whether such property is specifically described in the Declarations or not.

13. **Collapse of Building(s) or Any Part Thereof,** but excluding loss except as the direct result of the collapse of a building(s),

    (a) to awnings, gutters, downspouts, outdoor radio and television antennas and aerials including their lead-in wiring, masts and towers, outdoor signs, fences, swimming pools, walks, roadways or other paved surfaces, curbs, piers, bulkheads, wharves or docks, beach or diving platforms or appurtenances, retaining walls not constituting a part of the building(s), whether such property is specifically described in the Declarations or not; or

    (b) by settling, cracking, shrinkage, bulging or expansion of pavements, patios, foundations, walls, floors, roofs, or ceilings.

14. **Electrical Injury,** meaning sudden and accidental injury or disturbance to electrical appliances, devices or wiring caused by abnormal electrical current changes originating off premises, or originating on premises from public utility-owned equipment which is not under the control of the Named Insured, but excluding loss to data processing systems including equipment and components thereof, scientific instruments, testing equipment, television cameras and picture tubes or any property involved in any test, experiment or research project.

15. **Breakage of Glass,** constituting a part of the building(s) covered hereunder, but excluding loss at any location described while all buildings at such location had been vacant beyond a period of 30 consecutive days immediately preceding the loss. The company shall not be liable for more than $100 per plate, pane, multiple plate insulating unit, radiant heating panel, jalousie, louver or shutter, nor for more than $500 in any one occurrence.

16. **Limited Machinery Breakage,** meaning damage resulting from the sudden and accidental breaking of an electrical or non-electrical machine into two or more separate parts, but excluding the cost of

repairing or replacing the electrical or non-electrical machine, and, in the event any Business Income, Earnings, Extra Expense, Rents or any other indirect or interruption of operations coverage is afforded, loss under such coverages resulting from the impairment of such electrical or non-electrical machine.

17. **Limited Boiler Explosion,** meaning damage resulting from the sudden and accidental tearing asunder of a steam or hot water heating, processing or storage system caused by pressure of water or steam therein, but excluding:

(a) the cost of repairing or replacing the heating, processing or storage system, and, in the event any Business Income, Earnings, Extra Expense, Rents or any other indirect or interruption of operations coverage is afforded, loss under such coverages resulting from the impairment of such heating, processing or storage system; or

(b) loss resulting from freezing while the described building(s) is vacant or unoccupied unless the Named Insured shall have exercised due diligence with respect to maintaining heat in the building(s), or unless the heating, processing or storage system had been drained and the water supply shut off during such vacancy or unoccupancy.

18. **Limited Water Damage,** meaning damage caused by the accidental discharge or leakage of water or steam from within a plumbing, heating or air conditioning system or domestic appliance when such discharge or leakage is the direct result of the breaking or cracking of any pipes, fittings, parts, or fixtures forming a part of such system or appliances. This includes the cost of tearing out and replacing any part of the building(s) covered required to effect repairs to the system or appliance from which the water or steam escapes.

The following are excluded:

(a) loss resulting from discharge or leakage of water or steam from any plumbing system located underground outside the perimeter of building walls;

(b) the cost of repairing or replacing the system or appliance from which the water or steam escapes;

(c) loss resulting from freezing while the described building(s) is vacant or unoccupied, unless the Named Insured shall have exercised due diligence with respect to maintaining heat in the building(s), or unless the plumbing and heating systems and domestic appliances had been drained and the water supply shut off during such vacancy or unoccupancy;

(d) loss if the damaged building(s), or building(s) containing the damaged property, had been vacant beyond a period of 30 consecutive days immediately preceding the loss;

(e) loss to the building(s) caused by continuous or repeated seepage or leakage which occurs over a period of weeks, months, or years; or

(f) discharge or leakage of water or steam from within an automatic sprinkler system. The term "Automatic Sprinkler System" means any automatic fire protective system including sprinklers, discharge nozzles and ducts, pipes, valves, fittings, tanks (including component parts and supports thereof), pumps and private fire protection mains, all connected with and constituting a part of an automatic fire protective system; and non-automatic fire protective systems, hydrants, standpipes or outlets supplied from an automatic fire protective system.

SPECIAL PERILS PART

This part applies only with respect to such coverages for which it is made applicable in the Declarations.

This policy insures against ALL RISKS OF DIRECT PHYSICAL LOSS TO THE PROPERTY COVERED HEREIN. REMOVAL OF THE PROPERTY COVERED HEREUNDER FROM PREMISES ENDANGERED BY A PERIL NOT EXCLUDED, including coverage for 10 days at each proper place to which such property shall necessarily be removed for preservation from or for repair of damage caused by a peril not excluded, is also insured against hereunder.

Named Peril, as used herein means:

Fire; Lightning; Windstorm; Hail; Explosion; Riot; Civil Commotion; Vehicles; Aircraft; Smoke; Sprinkler Leakage and accidental discharge of fire protective equipment; Vandalism and Malicious Mischief; Sonic Boom; Weight of Ice, Snow or Sleet; Collapse of building(s) or structure(s); and Collision, Derailment or Overturning of a transporting conveyance.

EXCLUSIONS

A. The "GENERAL EXCLUSIONS (Applicable to Section I)" apply to this part with the following amendments:

1. Exclusion 2. is amended to read as follows:

   2. caused by, resulting from, contributed to or aggravated by any of the following:

   (a) earth movement, including but not limited to earthquake, landslide, mudflow, earth sinking, earth rising or shifting;

   (b) flood, surface water, waves, tidal water or tidal wave, overflow of streams or other bodies of water or spray from any of the foregoing, all whether driven by wind or not;

   (c) water which backs up through sewers or drains;

   (d) water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows or any other openings in such sidewalks, driveways, foundations, walls or floors;

   unless loss by fire or explosion ensues, the company shall then be liable only for such ensuing loss; but this exclusion shall not apply: to property in due course of transit; loss caused by removal; and to loss arising from theft or loss caused by accidental discharge from water supply mains or fire hydrants;

2. Exclusion 5. does not apply to loss resulting from any electrical injury or disturbance to electrical appliances, devices or wiring (other than data processing systems including equipment and components thereof, scientific instruments, testing equipment, television cameras and picture tubes or any property involved in any test, experiment or research project) caused by abnormal electrical current changes originating off premises, or originating on premises from public utility-owned equipment which is not under the control of the Named Insured.

B. This part does not insure against loss by:

1. Inherent vice; latent defect; rust or corrosion; wear and tear; deterioration; faulty materials or workmanship; mechanical breakdown; marring or scratching; animals, pets; moths, vermin, termites or other insects; smog; smoke, vapor or gas from agricultural or industrial operations; wet or dry rot; mould; change in flavor, color, texture or finish; changes in temperature; dampness or dryness of atmosphere; contamination; settling, cracking, shrinkage, bulging or expansion of pavements, foundations, walls, floors, roofs or ceilings;

2. Vandalism, malicious mischief, theft or attempted theft, if the described building(s) had been vacant beyond a period of 30 consecutive days immediately preceding the loss;

3. Unexplained or mysterious disappearance of property (except property in the custody of carriers for hire); or by shortage of property disclosed on taking inventory;

4. Voluntary parting with title to or possession of any property by the Named Insured or others to whom the property may be entrusted (except carriers for hire) if induced to do so by any fraudulent scheme, trick, device or false pretense;

5. Any fraudulent, dishonest or criminal act done by or at the instigation of any Named Insured, partner or joint adventurer in or of any Named Insured, or an officer, director or trustee of any Named Insured; pilferage, appropriation or concealment of any property due to any fraudulent, dishonest or criminal act of any employee while working or otherwise, or agent of any Named Insured, or any person to whom the property may be entrusted, other than any carrier for hire;

6. Theft, including attempt thereat, from any vehicle, occurring while such vehicle is unattended (unless the property is contained in a fully enclosed and securely locked body or compartment and loss results from forcible entry, evidenced by visible marks). This exclusion shall not apply to property in the custody of carriers for hire. Property shall not be considered unattended when the Named Insured is required to surrender the keys of such vehicle to a bailee;

7. Breakage of glass, glassware, statuary, marbles, bric-a-brac, porcelains and similar articles of a fragile or brittle nature unless caused by a Named Peril or Theft or attempt thereat. This exclusion shall not apply to: (a) bottles or similar containers of property for sale, or sold but not delivered; glass building blocks; nor (b) lenses of photographic or scientific instruments;

8. Breakage, scratching, chipping or denting of patterns, dies, molds, jigs, models and forms, unless caused by a Named Peril or Theft or attempt thereat;

9. Any legal proceeding.

C. This part does not insure against loss to:

1. Plumbing, heating or air conditioning systems or other equipment or appliances (except fire protective systems), or for loss by leakage or overflow from such systems, caused by or resulting from freezing while the described building(s) is vacant or unoc-

cupied, unless the Named Insured shall have exercised due diligence with respect to maintaining heat in building(s) or unless such systems and appliances had been drained and the water supply shut off during such vacancy or unoccupancy;

2. Live animals and pets, except when held for sale or sold but not delivered, and then only against death or destruction resulting from or made necessary by a Named Peril or Theft or attempt thereat;

3. Trees, shrubs and plants within building(s), unless caused by a Named Peril or Theft or attempt thereat;

4. Personal Property involved in any test, experiment or research project, unless caused by a Named Peril or Theft or attempt thereat;

5. Personal Property in the open (other than property in the custody of carriers for hire), caused by rain, snow or sleet;

6. Building(s) or structure(s) in process of construction, including materials and supplies therefor, unless caused by a Named Peril;

7. Any property undergoing alterations, repairs, installations, servicing or other work, including materials and supplies therefor, if directly attributable to the operations or work being performed thereon, unless loss not otherwise excluded in this part ensues, and then the company shall be liable for only such ensuing loss;

8. Awnings, gutters, downspouts, outdoor radio and television antennas and aerials including their lead-in wiring, masts and towers, outdoor signs, fences, swimming pools, walks, roadways or other paved surfaces, curbs, piers, bulkheads, wharves or docks, beach or diving platforms or appurtenances, retaining walls not constituting a part of the building(s), whether such property is specifically described in the Declarations or not (except products of the Named Insured's manufacture or stock being held for sale or delivery after sale), caused by freezing, thawing, ice, snow or sleet;

9. Building(s) caused by continuous or repeated seepage or leakage of water or steam from within a plumbing, heating or air conditioning system or from within a domestic appliance which occurs over a period of weeks, months or years.

D. Under this part, loss to the following property is subject to these additional limitations unless such loss is caused by a Named Peril:

1. Fur and fur garments are covered, for not exceeding loss in the aggregate of $1,000 in any one occurrence;

2. Jewelry and watches, watch movements, jewels, pearls, precious and semi-precious stones, gold, silver, platinum and other precious alloys or metals are covered, for not exceeding loss in the aggregate of $1,000 in any one occurrence. This limitation shall not apply to jewelry and watches valued at $25 or less per item;

3. Patterns, dies, molds, models and forms are covered, for not exceeding loss in the aggregate of $1,000 in any one occurrence.

E. This part does not insure against loss:

1. to steam boilers, steam pipes, steam turbines and steam engines caused by bursting, rupture, bulging, cracking or explosion originating therein, other than direct loss resulting from explosion of accumulated gases or unconsumed fuel within the firebox or combustion chamber of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom;

2. to hot water boilers or to other equipment for heating water, caused by any condition or occurrence within such boilers or equipment, other than explosion;

3. to machines and machinery caused by rupture, bursting or disintegration of their rotating or moving parts resulting from centrifugal or reciprocating force;

4. (applicable only if specified in the Declaration) to property covered under this policy caused by:

(1) bursting, rupture, bulging, cracking or explosion originating in steam boilers, steam pipes, steam turbines and steam engines;

(2) any condition or occurrence within hot water boilers or other equipment for heating water;

(3) rupture, bursting or disintegration of rotating or moving parts of machines and machinery resulting from centrifugal or reciprocating force;

provided such boilers and machinery are owned by, leased by or operated under the control of the Named Insured.

F. Breakage of Glass

This part insures against breakage of glass constituting a part of the building(s) covered.

Loss by breakage of glass is:

1. limited to not more than $100 per plate, pane, multiple plate insulating unit, radiant heating panel, jalousie, louver or shutter nor for more than $500 in the aggregate in any one occurrence;

2. excluded at any location while all building(s) at such location had been vacant beyond a period of 30

consecutive days immediately preceding the loss; but 1. and 2. shall not apply if loss is caused by a Named Peril other than Vandalism and Malicious Mischief.

The Exclusions under B. do not apply to this coverage.

THEFT DAMAGE

If Personal Property is covered hereunder, but building(s) are not covered, loss directly resulting from theft (including attempt thereat) to that part of the building occupied by the Named Insured is also covered hereunder, subject to the terms of this part but only if the Named Insured is the owner of such building or is liable for such damage.

GENERAL EXCLUSIONS

(Applicable to Section I)

The company shall not be liable for loss:

1. occasioned by enforcement of any ordinance or law regulating the use, construction, repair or demolition of building(s) or other property unless such liability is specifically assumed by endorsement hereon;

2. caused by, resulting from, contributed to or aggravated by any of the following:

(a) earth movement, including but not limited to earthquake, landslide, mudflow, earth sinking, earth rising or shifting;

(b) flood, surface water, waves, tidal water or tidal wave, overflow of streams or other bodies of water or spray from any of the foregoing, all whether driven by wind or not;

(c) water which backs up through sewers or drains;

(d) water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows or any other openings in such sidewalks, driveways, foundations, walls or floors;

unless loss by fire or explosion ensues, the company shall then be liable only for such ensuing loss; but this exclusion shall not apply: to property in due course of transit; or to loss caused by removal;

3. by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by any of the perils insured against by this policy; and nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, is not "explosion" or "smoke". This clause applies to all perils insured against hereunder except the perils of fire and lightning which are otherwise provided for in the nuclear clause elsewhere in this policy;

4. caused, directly or indirectly, by or due to any act or condition incident to the following:

(a) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (i) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (ii) by military, naval or air forces; or (iii) by an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such a government, power, authority or forces;

(b) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence; seizure or destruction under quarantine or custom's regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;

5. resulting from any electrical injury or disturbance to electrical appliances, devices or wiring caused by electrical currents artificially generated unless fire or explosion as covered hereunder ensues, and the company shall then be liable only for such ensuing loss; but this exclusion shall not apply:

(a) to loss caused by removal; or

(b) to the peril of Electrical Injury in the Additional Perils Part.

DEDUCTIBLE

The following deductible applies only when specified in the Declarations:

With respect to loss by a peril to which this deductible is made applicable in the Declarations, the company shall be liable only when such loss in each occurrence exceeds the deductible amount shown in the Declarations, for such peril, and then only for loss in excess thereof.

CONDITIONS APPLICABLE TO SECTION I

1. **Abandonment Of Property:** The company need not accept any property abandoned by a Named Insured.

2. **Alterations, Repairs and New Construction:** Permission is granted to make alterations and repairs and to construct additions to building(s) and structure(s) described in the Declarations, and to erect new building(s) and structure(s) at the location(s) described in the Declarations.

   Subject to all its provisions and stipulations this policy is extended to cover such alterations, repairs and new construction during the period of construction and after completion, including building materials and supplies therefor while at the described location or within 100 feet thereof. If this policy covers other property, it shall be extended to cover such property in such additions, building(s) and structure(s).

   Except as otherwise provided in the Extensions of Coverage, the inclusion of the above property shall not operate to increase the amount of insurance applicable under this policy.

3. **Appraisal:** If the Named Insured and the company fail to agree on the amount of the loss, either can demand that the amount of loss be set by appraisal. If either party makes a written demand for appraisal, each shall select a competent independent appraiser. Each shall notify the other of the selected appraiser's identity within 20 days of the receipt of the written demand.

   The two appraisers shall select a competent, impartial umpire. If the appraisers are unable to agree upon an umpire within 15 days, the Named Insured or the company may petition a judge of a Court of Record in the state where the insured premises is located to select an umpire.

   The appraisers shall then set the amount of the loss. If the appraisers submit a written report of an agreement to the company, the amount agreed upon shall be the amount of the loss. If the appraisers fail to agree within a reasonable time, they shall submit their differences to the umpire. Written agreement signed by any two of these three shall set the amount of loss.

   Each appraiser shall be paid by the party selecting that appraiser. Other expenses of the appraisal and compensation of the umpire shall be paid equally by the Named Insured and the company.

4. **Benefit to Bailee:** This insurance shall not inure, directly or indirectly, to the benefit of any carrier or other bailee.

5. **Coinsurance Clause:** (Applicable to those coverages or items thereunder for which a percent is shown in the Declarations except such coverages or endorsements made a part of this policy which contain separate coinsurance provisions.)

   The company shall not be liable for a greater proportion of any loss or damage to the property described herein than the amount of insurance bears to the percent specified in the Declarations of the actual cash value of said property at the time such loss shall happen.

   As respects property at any locations not owned, leased, operated or regularly used by the Named Insured, as specified in the Declarations, the company shall not be liable for a greater proportion of any loss at the location where the loss occurs than the aggregate amount of insurance at all such locations bears to the coinsurance percentage specified in the Declarations of the actual cash value of all property covered at all such locations at the time of loss.

   In the event that the aggregate claim for any loss is both less than $10,000 and less than 5% of the total amount of insurance upon the property described herein at the time such loss occurs, no special inventory or appraisement of the undamaged property shall be required, provided, however, that nothing herein shall be construed to waive application of the first paragraph of this clause.

   If the insurance under this policy be divided into two or more items, the foregoing shall apply to each item separately.

6. **Company Options:** If the company gives notice within 30 days after it has received a signed, sworn statement of loss, it shall have the option to take all or any part of the property damaged at an agreed value, or to repair, rebuild or replace it with equivalent property.

7. **Control of Property:** This insurance shall not be prejudiced:

   (a) by any act or neglect of any person (other than the Named Insured) when such act or neglect is not within the control of the Named Insured;

   (b) by failure of the Named Insured to comply with any warranty or condition contained in any form or endorsement attached to this policy with regard to any portion of the premises over which the Named Insured has no control;

   (c) if a condominium property, by any act or neglect of any occupants or owners of the building(s)

when such act or neglect is not within the control of the Named Insured (or Unit-Owners collectively), or by failure of the Named Insured (or Unit-Owners collectively) to comply with any warranty or condition with regard to any portion of the premises over which the Named Insured (or Unit-Owners collectively) have no control.

8. **Duties Of The Named Insured After A Loss:** In case of loss the Named Insured shall:

(a) give immediate written notice of such loss to the company;

(b) protect the building and personal property from further damage, make reasonable temporary repairs required to protect the property, and keep an accurate record of repair expenditures;

(c) prepare an inventory of damaged personal property showing in detail, quantity, description, actual cash value and amount of loss. Attach to the inventory all bills, receipts and related documents that substantiate the figures in the inventory;

(d) exhibit the remains of the damaged property as often as may be reasonably required by the company;

(e) submit to examination under oath;

(f) submit to the company within 60 days after requested a signed, sworn statement of loss that sets forth to the best of the Named Insured's knowledge and belief:

(1) the time and cause of loss;

(2) interest of the Named Insured and all others in the property involved and all encumbrances on the property;

(3) other policies of insurance that may cover the loss;

(4) changes in title or occupancy of the property during the term of the policy;

(5) specifications of any damaged building and detailed estimates for repair of the damage;

(6) an inventory of damaged personal property described in (2) above;

(g) give notice of such loss to the proper police authority if loss is due to a potential violation of law.

In the event of a Time Element loss, also refer to Condition 20., Requirements in Case of Time Element Loss.

9. **Glass Replacement:** Loss for breakage of glass covered by this policy shall be settled on the basis of replacement with safety glazing materials when this replacement is required by ordinance or law.

10. **Losses:** Any loss hereunder shall not reduce the amount of this policy.

11. **Mortgage Clause—Applicable Only To Buildings:** This clause is effective if a mortgagee is named in the Declarations. The word "mortgagee" includes "trustee". Loss to buildings shall be payable to the named mortgagee as interest may appear, under all present or future mortgages on the buildings described in the Declarations in order of precedence of mortgages on them.

As it applies to the interest of any mortgagee designated in the Declarations, this insurance shall not be affected by any of the following:

(a) any act or neglect of the mortgagor or owner of the described buildings;

(b) any foreclosure or other proceedings or notice of sale relating to the property;

(c) any change in the title or ownership of the property;

(d) occupancy of the premises for purposes more hazardous than are permitted by this policy;

provided, that in case the mortgagor or owner shall neglect to pay any premium due under this policy, the mortgagee shall, on demand, pay the premium.

The mortgagee shall notify the company of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of the mortgagee. Unless permitted by this policy, such change of ownership or occupancy or increase of hazard shall be noted on the policy and the mortgagee shall on demand pay the premium for the increased hazard for the term it existed under this policy. If such premium is not paid, this policy shall be null and void.

The company reserves the right to cancel this policy at any time as provided by its terms. If so cancelled, this policy shall continue in force for the benefit only of the mortgagee for 10 days after notice to the mortgagee of such cancellation and shall then cease. The company shall have the right to cancel this agreement on 10 days notice to the mortgagee.

When the company shall pay the mortgagee any sum for loss under this policy, and shall claim that, as to the mortgagor or owner, no liability therefor existed, the company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the mortgagee to whom such payment shall have been made, under the mortgage debt. In lieu of taking such subrogation, the company may, at its option, pay to the mortgagee the whole principal due or to grow due on the mortgage, with interest accrued and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities. However, no subrogation shall impair the right of the mortgagee to recover the full amount of said mortgagee's claim.

As respects a condominium property:

(1) any loss covered under Coverage A of this policy and payable to the mortgagee(s) named in this policy shall be paid to the Insurance Trustee;

(2) such payment to the Insurance Trustee shall constitute a complete discharge of the company's liability under this policy for such loss;

(3) in the event this policy is cancelled at any time by either the company or the Insurance Trustee as provided by its terms, this insurance shall continue in force, only for the benefit of the named mortgagee(s), for 10 days after notice of cancellation to such mortgagee(s) and then shall cease.

12. **Nuclear Clause (Not Applicable in New York):** The word "fire" in this policy is not intended to and does not embrace nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and loss by nuclear reaction or nuclear radiation or radioactive contamination is not intended to be and is not insured against by this policy, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by "fire" or any other perils insured against by this policy. However, subject to the foregoing and all provisions of this policy, direct loss by "fire" resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.

13. **Other Insurance:**

(a) If at the time of loss there is other insurance written in the name of the Named Insured upon the same plan, terms, conditions and provisions as contained in this policy, herein referred to as Contributing Insurance, the company shall be liable for no greater proportion of any loss than the limit of liability under this policy bears to the whole amount of insurance covering such loss.

(b) If at the time of loss there is other insurance other than that as described in (a) above, the company shall not be liable for any loss hereunder until:

(1) the Liability of such other insurance has been exhausted, and

(2) then for only such amount as may exceed the amount due from such other insurance, whether collectible or not.

14. **Payment Of Loss:** The company will pay all adjusted claims within 30 days after presentation and acceptance of the proof of loss.

15. **Policy Period; Territory:** This policy applies only to loss to property during the policy period while the property is located within the United States of America and in transit within, and between the 48 contiguous states of the United States of America, Alaska, the District of Columbia, and between such places and Canada.

16. **Privilege To Adjust With Owner:**

(a) Except as provided in (b) below, or unless another payee is specifically named in this policy, loss, if any, shall be adjusted with and payable to the Named Insured. The Named Insured may, at his option designate a representative in the adjustment and may authorize payment to others.

(b) In the event claim is made for loss or damage to property of others held by the Named Insured, the right to adjust such loss or damage with the owner or owners of the property is reserved to the company and the receipt of payment by such owner or owners in satisfaction thereof shall be in full satisfaction of any claim of the Named Insured for which such payment has been made.

If legal proceedings be taken to enforce a claim against the Named Insured as respects any such loss or damage, the company reserves the right at its option without expense to the Named Insured to conduct and control the defense on behalf of and in the name of the Named Insured. No action of the company in such regard shall increase the liability of the company under this policy, nor increase the limits of liability specified in the policy.

17. **Recoveries:** In the event the company has made a payment for loss under this policy and a subsequent recovery is made of the lost or damaged property, the Named Insured shall be entitled to all recoveries in excess of the amount paid by the company, less only the actual cost of effecting such recoveries.

18. **Repair of Damaged Property:** Permission is granted in the event of loss hereunder, to make reasonable repairs, temporary or permanent, provided such repairs are confined solely to the protection of the property from further damage, and provided further that the Named Insured shall keep an accurate record of such repair expenditures. The cost of any such repairs directly attributable to damage by any peril insured hereunder shall be included in determining the amount of loss hereunder. Nothing herein contained is intended to modify the policy requirements applicable in case loss occurs, and in particular the requirement that, in case loss occurs, the Named Insured shall protect the property from further damage.

19. **Replacement Cost:** Unless otherwise provided in the Declarations, this provision applies only to

Building(s) covered under Coverage A or Improvements and Betterments covered under Coverage B, when comprising a part of a building.

In determining whether the Named Insured qualifies for this provision and in the application of the Coinsurance Clause, those items mentioned hereunder as not being subject to this Replacement Cost provision shall be valued on an Actual Cash Value basis.

This provision does not apply to carpeting, cloth awnings and domestic appliances all whether or not such property is included under Coverages A and B.

If this provision applies to Coverage B, the following property will not be covered on a replacement cost basis:

(1) stock (raw, in process or finished) or merchandise, including materials and supplies in connection therewith;

(2) property of others;

(3) household furniture or residential contents;

(4) books of account, abstracts, manuscripts, drawings, card index systems and other records (including film, tape, disc, drum, cell and other magnetic recording or storage media);

(5) paintings, pictures, tapestries, statuary, marbles, bronzes, antique furniture, rare books, antique silver, porcelains, rare glassware and bric-a-brac, or other articles of art, rarity or antiquity.

A. The Named Insured may elect to disregard this replacement cost provision in making claim hereunder, but such election shall not prejudice the Named Insured's right to make further claim within a reasonable time after loss for any additional liability brought about by this replacement cost provision.

B. The company shall not be liable under this provision unless and until the damaged or destroyed property is actually repaired or replaced with due diligence and dispatch, and in no event unless repair or replacement is completed within a reasonable time after such loss.

C. Limit of the Company's Liability: The company's liability for loss under this replacement cost provision shall not exceed the smallest of the following amounts:

(1) The limit of liability of this policy applicable to the damaged or destroyed property;

(2) The replacement cost of the property covered hereunder or any part thereof identical with such property on the same premises and intended for the same occupancy and use;

(3) The amount actually and necessarily expended in repairing or replacing said property or any part thereof intended for the same occupancy and use.

D.1. Replacement Cost Stated In The Declarations:

With respect to property covered under any coverage or item for which the term "replacement cost" is specifically stated in the Declarations, the term "replacement cost" is substituted for "actual cash value" wherever it appears in this policy, thereby eliminating any deduction for depreciation.

2. Replacement Cost Not Stated In The Declarations:

a. The amount of insurance necessary to qualify for replacement cost will be determined as follows:

Multiply the coinsurance percentage specified in the Declarations (or 90% when the coinsurance clause is not applicable) times the actual cash value of the insured property. The amount of insurance applicable to such property must at least equal this amount.

b. If the Named Insured qualifies, the company's liability for loss shall be determined as follows:

(i) Full cost of repair or replacement (without deduction for depreciation) when the following occurs: Multiply the coinsurance percentage specified in the Declarations (or 90% when the coinsurance clause is not applicable) times the replacement cost of the insured property. The amount of insurance applicable to such property must at least equal this amount; or

(ii) If the amount of insurance is less than the amount determined in b.(i), the Named Insured shall receive the larger of the following:

(a) the actual cash value of the damaged or destroyed property; or

(b) that proportion of the full cost of repair or replacement (without deduction for depreciation) that the amount of insurance carried bears to the amount determined in b.(i).

20. Requirements in Case of Time Element Loss: The Named Insured shall give immediate written notice to the company of any loss covered by this policy

involving interruption of operations and protect the property from further damage that might result in extension of the period of time for which the company may be liable; and within 60 days following the date of damage to or destruction of the real or personal property described, unless such time is extended in writing by the company, the Named Insured shall render to the company a proof of loss, signed and sworn to by the Named Insured, stating the knowledge and belief of the Named Insured as to the following:

(a) the time and origin of the property damage or destruction causing the loss,

(b) the interest of the Named Insured and of all others in the enterprise,

(c) all other contracts of insurance, whether valid or not, covering in any manner the loss insured against by this policy,

(d) any changes in the title, nature, location, encumbrance or possession of said enterprise since the issuing of this policy, and

(e) by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of damage or destruction,

and shall furnish a copy of all the descriptions and schedules in all policies, and the actual amount of value and loss claimed, accompanied by detailed exhibits of all values, costs and estimates upon which such amounts are based. The Named Insured, as often as may be reasonably required, shall exhibit to any person designated by the company all that remains of any property herein described, and submit to examinations under oath by any person named by the company, and subscribe the same; and, as often as may be reasonably required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the company or its representative, and shall permit extracts and copies thereof to be made.

21. **Suit:** No suit shall be brought on this policy unless the Named Insured has complied with all the policy provisions and has commenced the suit within one year after the loss occurs.

22. **Vacancy, Unoccupancy and Increase of Hazard:**

Permission is granted for:

(a) the described building(s) to be vacant or unoccupied without limit of time, except as provided elsewhere in this policy. "Vacant" or "Vacancy" means containing no contents pertaining to operations or activities customary to occupancy of the building, but a building in process of construction shall not be deemed vacant.

(b) increased hazards and for change in use or occupancy.

23. **Valuation of Property:** Unless otherwise provided, property shall be valued at actual cash value at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, nor in any event for more than the interest of the Named Insured.

24. **Work and Materials:** Permission is granted for such use of the premises as is usual and incidental to the occupancy as herein described and to keep and use all such appliances, devices and materials in such quantities as are usual and incidental to such occupancy.

PROVISIONS APPLICABLE TO SECTION II

GENERAL LIABILITY

COVERAGE E—COMPREHENSIVE GENERAL LIABILITY—

BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY COVERAGES

I. The company will pay on behalf of the **Insured** all sums which the **Insured** shall become legally obligated to pay as damages because of

bodily injury or
property damage

to which this insurance applies, caused by an **occurrence**, and the company shall have the right and duty to defend any suit against the **Insured** seeking damages on account of such **bodily injury** or **property damage**, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

(a) to liability assumed by the **Insured** under any contract or agreement except an **incidental contract**; but this exclusion does not apply to a warranty of fitness or quality of the **Named Insured's products** or a warranty that work performed by or on behalf of the **Named Insured** will be done in a workmanlike manner;

(b) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of

(1) any **automobile** or aircraft owned or operated by or rented or loaned to any **Insured**, or

(2) any other **automobile** or aircraft operated by any person in the course of his employment by any **Insured**;

but this exclusion does not apply to the parking of an **automobile** on premises owned by, rented to or controlled by the **Named Insured** or the ways immediately adjoining, if such **automobile** is not owned by or rented or loaned to any **Insured**;

(c) to **bodily injury** or **property damage** arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any **mobile equipment** while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;

(d) to **bodily injury** or **property damage** arising out of and in the course of the transportation of **mobile equipment** by an **automobile** owned or operated by or rented or loaned to any **Insured**;

(e) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of

(1) any watercraft owned or operated by or rented or loaned to any **Insured**, or

(2) any other watercraft operated by any person in the course of his employment by any **Insured**;

but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the **Named Insured**;

(f) to **bodily injury** or **property damage** arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

(g) to **bodily injury** or **property damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to

(1) liability assumed by the **Insured** under an **incidental contract**, or

(2) expenses for first aid under the Supplementary Payments provision;

(h) to **bodily injury** or **property damage** for which the **Insured** or his indemnitee may be held liable

(1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or

(2) if not so engaged, as an owner or lessor of premises used for such purposes,

if such liability is imposed

(i) by, or because of the violation of, any statute, ordinance or regulation pertaining

to the sale, gift, distribution or use of any alcoholic beverage, or

(ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

but part (ii) of this exclusion does not apply with respect to liability of the **Insured** or his indemnitee as an owner or lessor described in (2) above;

(i) to any obligation for which the **Insured** or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(j) to **bodily injury** to any employee of the **Insured** arising out of and in the course of his employment by the **Insured** or to any obligation of the **Insured** to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the **Insured** under an **incidental contract**;

(k) to **property damage** to

(1) property owned or occupied by or rented to the **Insured**,

(2) property used by the **Insured**, or

(3) property in the care, custody or control of the **Insured** or as to which the **Insured** is for any purpose exercising physical control;

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to **property damage** (other than to **elevators**) arising out of the use of an **elevator** at premises owned by, rented to or controlled by the **Named Insured**;

(l) to **property damage** to premises alienated by the **Named Insured** arising out of such premises or any part thereof;

(m) to loss of use of tangible property which has not been physically injured or destroyed resulting from

(1) a delay in or lack of performance by or on behalf of the **Named Insured** of any contract or agreement, or

(2) the failure of the **Named Insured's products** or work performed by or on behalf of the **Named Insured** to meet the level of performance, quality, fitness or durability warranted or represented by the **Named Insured**;

but this exclu[illegible]ot apply to loss of use [illegible] other tangible property resulting from the sudden and accidental physical injury to or destruction of the **Named Insured's products** or work performed by or on behalf of the **Named Insured** after such products or work have been put to use by any person or organization other than an **Insured**;

(n) to **property damage** to the **Named Insured's products** arising out of such products or any part of such products;

(o) to **property damage** to work performed by or on behalf of the **Named Insured** arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the **Named Insured's products** or work completed by or for the **Named Insured** or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

(q) to **property damage** included within:

(1) the **explosion hazard** in connection with operations identified in this policy by a classification code number which includes the symbol "x",

(2) the **collapse hazard** in connection with operations identified in this policy by a classification code number which includes the symbol "c",

(3) the **underground property damage hazard** in connection with operations identified in this policy by a classification code number which includes the symbol "u".

II. PERSONS INSURED

Each of the following is an **Insured** under this insurance to the extent set forth below:

(a) if the **Named Insured** is designated in the Declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the **Named Insured** with respect to the conduct of such a business;

(b) if the **Named Insured** is designated in the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(c) if the **Named Insured** is designated in the Declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;

(d) any person (other than an employee of the **Named Insured**) or organization while acting as real estate manager for the **Named Insured**; and

(e) with respect to the operation, for the purpose of locomotion upon a public highway, of **mobile equipment** registered under any motor vehicle registration law,

(i) an employee of the **Named Insured** while operating any such equipment in the course of his employment, and

(ii) any other person while operating with the permission of the **Named Insured** any such equipment registered in the name of the **Named Insured** and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an **Insured** under this paragraph (e) with respect to:

(1) **bodily injury** to any fellow employee of such person injured in the course of his employment, or

(2) **property damage** to property owned by, rented to, in charge of or occupied by the **Named Insured** or the employer of any person described in subparagraph (ii).

This insurance does not apply to **bodily injury** or **property damage** arising out of the conduct of any partnership or joint venture of which the **Insured** is a partner or member and which is not designated in this policy as a **Named Insured.**

III. LIMITS OF LIABILITY

Regardless of the number of (1) **Insureds** under this policy, (2) persons or organizations who sustain **bodily injury** or **property damage**, or (3) claims made or suits brought on account of **bodily injury** or **property damage**, the company's liability is limited as follows:

Bodily Injury and **Property Damage Combined**—Subject to the provisions below concerning "aggregate", limit of liability stated in the Declarations as applicable to "each **occurrence**" is the total limit of the company's liability because of **Bodily Injury** and **Property Damage Combined** for all damages as the result of any one **occurrence** provided that with respect to any **occurrence** for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility under the provisions of the motor vehicle financial responsibility law of any state or province, such limit of liability shall be applied to provide the separate limits required by such law for **bodily injury** liability and **property damage** liability to the extent of the coverage required by such law, but the separate application of such limit shall not increase the total limit of the company's liability.

The total liability of the company for all damages because of all **bodily injury** and **property damage** to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of liability stated in the schedule as "aggregate".

(1) all **property damage** arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including **property damage** for which liability is assumed under any **incidental contract** relating to such premises or operations, but excluding **property damage** included in subparagraph (2) below;

(2) all **property damage** arising out of and occurring in the course of operations performed for the **Named Insured** by independent contractors and general supervision thereof by the **Named Insured**, including any such **property damage** for which liability is assumed under any **incidental contract** relating to such operations, but this subparagraph (2) does not include **property damage** arising out of maintenance or repairs at premises owned by or rented to the **Named Insured** or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(3) all **bodily injury** and **property damage** included within the **completed operations hazard** and all **bodily injury** and **property damage** included within the **products hazard.**

Such aggregate limit shall apply separately (i) to the **property damage** described in subparagraphs (1) and (2), (ii) to the sum of the damages of all **bodily injury** and all **property damage** described in subparagraph (3) and (iii) separately with respect to each project away from premises owned by or rented to the **Named Insured.**

Bodily Injury and **Property Damage**—For the purpose of determining the limit of the company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **occurrence.**

IV. POLICY TERRITORY

This insurance applies only to **bodily injury** or **property damage** which occurs within the **policy territory.**

COVERAGE F—PREMISES MEDICAL PAYMENTS

I. The company will pay to or for each person who sustains **bodily injury** caused by accident all reasonable **medical expense** incurred within one year from the date of the accident on account of such **bodily injury**, provided such **bodily injury** arises out of a condition in the **insured premises** or operations with respect to which the **Named Insured** is afforded coverage for **bodily injury** liability under this policy.

Exclusions

This insurance does not apply:

(a) to **bodily injury**

(1) arising out of the ownership, maintenance, operation, use, loading or unloading of

(i) any **automobile** or aircraft owned or operated by or rented to or loaned to any **Insured**, or

(ii) any other **automobile** or aircraft operated by any person in the course of his employment by any **Insured**;

but this exclusion does not apply to the parking of an **automobile** on the **insured premises**, if such **automobile** is not owned by or rented or loaned to any **Insured**;

(2) arising out of the ownership, maintenance, operation, use, loading or unloading of

(i) any **mobile equipment** while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity, or

(ii) the operation or use of any snowmobile or trailer designed for use therewith;

(3) arising out of the ownership, maintenance, operation, use, loading or unloading of

(i) any watercraft owned or operated by or rented or loaned to any **Insured**, or

(ii) any other watercraft operated by any person in the course of his employment by any **Insured**;

but this exclusion does not apply to watercraft while ashore on the **insured premises**; or

(4) arising out of and in the course of the transportation of **mobile equipment** by an **automobile** owned or operated by or rented or loaned to any **Insured**;

(5) arising out of operations on or from premises (other than **insured premises**) owned by, rented to, or controlled by the **Named Insured**;

(b) to **bodily injury**

(1) included within the **completed operations hazard** or the **products hazard**;

(2) arising out of operations performed for the **Named Insured** by independent contractors other than (i) maintenance and repair of the **insured premises** or (ii) structural alterations of such premises which do not involve changing the size of or moving buildings or other structures;

(3) resulting from the selling, serving or giving of any alcoholic beverage (i) in violation of any statute, ordinance or regulation, (ii) to a minor, (iii) to a person under the influence of alcohol or (iv) which causes or contributes to the intoxication of any person, if the **Named Insured** is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or, if not so engaged, is an owner or lessor of premises used for such purposes but only part (i) of this exclusion (b) (3) applies when the **Named Insured** is such an owner or lessor;

(4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(c) to **bodily injury**

(1) to the **Named Insured**, any partner therein, any tenant or other person regularly residing on the **insured premises** or any employee of any of the foregoing if the **bodily injury** arises out of and in the course of his employment therewith;

(2) to any other tenant if the **bodily injury** occurs on that part of the **insured premises** rented from the **Named Insured** or to any employee of such a tenant if the **bodily injury** occurs on the tenant's part of the **insured premises** and arises out of and in the course of his employment for the tenant;

(3) to any person while engaged in maintenance and repair of the **insured premises** or alteration, demolition or new construction at such premises;

(4) to any person if any benefits for such **bodily injury** are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest;

(d) to any **medical expense** for services by the **Named Insured**, any employee thereof or any person or organization under contract to the **Named Insured** to provide such services.

II. LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage stated in the schedule as applicable to "each person" is the limit of the company's liability for all **medical expense** for **bodily injury** to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all **medical expense** for **bodily injury** to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the schedule as applicable to "each accident".

When more than one medical payments coverage afforded by this policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

III. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of this policy):

"insured premises" mean all premises owned by or rented to the **Named Insured** with respect to which the **Named Insured** is afforded coverage for **bodily injury** liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

IV. POLICY PERIOD; TERRITORY

This insurance applies only to accidents which occur during the policy period within the United States of America, its territories or possessions, or Canada.

CONDITIONS APPLICABLE TO SECTION II

1. **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 in 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.

2. **Annual Aggregate.** If this policy is issued for a period in excess of one year any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period.

3. **Financial Responsibility Laws.** When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for **bodily injury** liability or for **property damage** liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The **Insured** agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

4. **Insured's Duties in the Event of Occurrence, Claim or Suit.**

   (a) In the event of an **occurrence**, written notice containing particulars sufficent 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 or any of its authorized agents as soon as practicable.

   (b) If claim is made or suit is brought against the **Insured**, the **Insured** shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

   (c) The **Insured** shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured** because of **bodily injury** or **property damage** with respect to which insurance is afforded

under this policy; and the **Insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **Insured** shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5. **Medical Reports; Proof and Payment of Claim.** As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require.

   The company may pay the injured person or any person or organization rendering the services and such payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute admission of liability of the **Insured** or, except hereunder, of the company.

6. **Other Insurance.** The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the **Insured** has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

   When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

   (a) **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

   (b) **Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

7. **Premium.** The "Premium" Condition of the "GENERAL CONDITIONS" is amended by the addition of the following paragraphs.

   Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the Declarations as the audit period the earned premium shall be computed for such period and upon notice thereof to the **Named Insured** shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the **Named Insured** the unearned portion paid by the **Named Insured.**

   The **Named Insured** shall maintain records of such information as is necessary for premium computation and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

8. **Supplementary Payments.** The company will pay, in addition to the applicable limit of liability:

   (a) All expenses incurred by the company, all costs taxed against the **Insured** in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;

   (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the **Insured** because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed $500 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;

   (c) expenses incurred by the **Insured** for first aid to others at the time of an accident for **bodily injury** to which this policy applies;

   (d) expenses incurred by the **Insured** at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed $50 per day.

9. **Nuclear Exclusion.**

I. **This policy does not apply:**

(a) Under any Liability Coverage to **bodily injury** or **property damage**

(1) with respect to which an **Insured** under this policy is also an **Insured** under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an **Insured** under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the **hazardous properties** of **nuclear material** and with respect to which (i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (ii) the **Insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

(b) Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to **bodily injury** resulting from the **hazardous properties** of **nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.

(c) Under any Liability Coverage, to **bodily injury** or **property damage** resulting from the **hazardous properties** of **nuclear material,** if

(1) the **nuclear material** (i) is at any **nuclear facility** owned by, or operated by or on behalf of an **Insured** or (ii) has been discharged or dispersed therefrom;

(2) the **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **Insured;** or

(3) the **bodily injury** or **property damage** arises out of the furnishing by an **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility,** but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** to such nuclear facility and any property thereat.

II. As used in this exclusion

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means **source material, special nuclear material** or **byproduct material;**

"source material", "special nuclear material", and **"byproduct material"** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor;**

"waste" means any material

(a) containing **by-product material** other than the tailings or **wastes** produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content, and

(b) resulting from the operation by any person or organization of any **nuclear facility** included under the first two paragraphs of the definition of **nuclear facility.**

"nuclear facility" means

(a) any **nuclear reactor,**

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing **spent fuel,** or (3) handling, processing or packaging **waste,**

(c) any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the **Insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste,**

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

DEFINITIONS APPLICABLE TO SECTION II

When used in the provisions applicable to Section II of this policy (including endorsements forming a part thereof):

"automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include **mobile equipment;**

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"collapse hazard" includes "structural property damage" as defined herein and **property damage** to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work, or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The **collapse hazard** does not include **property damage** (1) arising out of operations performed for the **Named Insured** by independent contractors, or (2) included within the **completed operations hazard** or the **underground property damage hazard,** or (3) for which liability is assumed by the **Insured** under an **incidental contract;**

"completed operations hazard" includes **bodily injury** and **property damage** arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the **Named Insured.** "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

(1) when all operations to be performed by or on behalf of the **Named Insured** under the contract have been completed,

(2) when all operations to be performed by or on behalf of the **Named Insured** at the site of the operations have been completed, or

(3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The **completed operations hazard** does not include **bodily injury** or **property damage** arising out of

(a) operations in connection with the transportation of property, unless the **bodily injury** or **property damage** arises out of a condition in or on a vehicle created by the loading or unloading thereof,

(b) the existence of tools, uninstalled equipment or abandoned or unused materials, or

(c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an **automobile** servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"explosion hazard" includes **property damage** arising out of blasting or explosion. The **explosion hazard** does not include **property damage** (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the **Named Insured** by independent contractors, or (3) included within the **completed operations hazard** or the **underground property damage hazard,** or (4) for which liability is assumed by the **Insured** under an **incidental contract;**

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement;

"Insured" means any person or organization qualifying as an **Insured** in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each **Insured** against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"loading or unloading", with respect to an **automobile,** means the handling of property after it is moved from the place where it is accepted for movement into or onto an **automobile** or while it is in or on an **automobile** or while it is being moved from an **automobile** to the place where it is finally delivered, but "loading or unloading" does not include the movement of property by means of a mechanical device (other than a hand truck) not attached to the **automobile.**

"**mobile equipment**" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the **Named Insured,** including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"**Named Insured**" means the person or organization named in the Declarations of this policy;

"**Named Insured's products**" means goods or products manufactured, sold, handled or distributed by the **Named Insured** or by others trading under his name, including any container thereof (other than a vehicle), but "**Named Insured's products**" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"**occurrence**" means an accident, including continuous or repeated exposure to conditions, which results in **bodily injury** or **property damage** neither expected nor intended from the standpoint of the **Insured;**

"**policy territory**" means:

(1) the United States of America, its territories or possessions, or Canada, or

(2) international waters or air space, provided the **bodily injury** or **property damage** does not occur in the course of travel or transportation to or from any other country, state or nation, or

(3) anywhere in the world with respect to damages because of **bodily injury** or **property damage** arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"**products hazard**" includes **bodily injury** and **property damage** arising out of the **Named Insured's products** or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs away from premises owned by or rented to the **Named Insured** and after physical possession of such products has been relinquished to others;

"**property damage**" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **occurrence** during the policy period;

"**underground property damage hazard**" includes underground property damage as defined herein and **property damage** to any other property at any time resulting therefrom. "Underground property damage" means **property damage** to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The **underground property damage hazard** does not include **property damage** (1) arising out of operations performed for the **Named Insured** by independent contractors, or (2) included within the **completed operations hazard,** or (3) for which liability is assumed by the **Insured** under an **incidental contract.**

PROVISIONS APPLICABLE TO SECTION III

The company further agrees with the Named Insured, subject to all the terms of this policy, to pay for loss in accordance with the form which is issued to complete this policy.

CONDITIONS APPLICABLE TO SECTION III

1. **Action Against Company.** No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until 30 days after the required proofs of loss have been filed with the company, nor at all, unless commenced within two years from the date when the Named Insured discovers the loss. If any limitation of time for notice of loss or any legal proceeding herein contained is shorter than that permitted to be fixed by agreement under any statute controlling the construction of this policy, the shortest permissible statutory limitation of time shall govern and shall supersede the time limitation herein stated.

2. **Appraisal.** If the Named Insured and the company fail to agree on the amount of the loss, either can demand that the amount of loss be set by appraisal. If either party makes a written demand for appraisal, each shall select a competent independent appraiser. Each shall notify the other of the selected appraiser's identity within 20 days of the receipt of the written demand.

   The two appraisers shall select a competent, im-

partial umpire. If the appraisers are unable to agree upon an umpire within 15 days, the Named Insured or the company may petition a judge of a Court of Record in the state where the insured premises is located to select an umpire.

The appraisers shall then set the amount of the loss. If the appraisers submit a written report of an agreement to the company, the amount agreed upon shall be the amount of the loss. If the appraisers fail to agree within a reasonable time, they shall submit their differences to the umpire. Written agreement signed by any two of these three shall set the amount of loss.

Each appraiser shall be paid by the party selecting that appraiser. Other expenses of the appraisal and compensation of the umpire shall be paid equally by the Named Insured and the company.

3. **Named Insured's Duties When Loss Occurs.** Upon knowledge or discovery of loss or of an event which may give rise to a claim for loss, the Named Insured shall: (a) give notice thereof as soon as practicable to the company or any of its authorized agents and also to the police if the loss is due to a violation of the law; (b) file detailed proof of loss, duly sworn to, with the company within four months after the discovery of loss.

   Upon the company's request, the Named Insured and every claimant hereunder shall submit to examination by the company, subscribe the same, under oath if required, and produce for the company's examination all pertinent records, all at such reasonable times and places as the company shall designate, and shall cooperate with the company in all matters pertaining to loss or claim with respect thereto.

4. **Nuclear Clause.** This insurance does not apply to loss due to nuclear reaction, nuclear radiation or radioactive contamination, or to any act or condition incident to any of the foregoing.

5. **Policy Period; Territory.** This policy applies only to loss which occurs during the policy period within the United States of America, its territories, possessions or Canada.

6. **Other Insurance.** This insurance shall not apply to the extent that any valid and collectible insurance is available to the Named Insured under any other insurance policy.

GENERAL CONDITIONS

The following Conditions apply to Sections I, II and III except as otherwise indicated. Additional Conditions or modifications of the following Conditions may appear in the specific coverage sections.

1. **Assignment:** Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon. However, if the Named Insured shall die, this insurance shall apply:

   (a) to the Named Insured's legal representative, as the Named Insured, but only while acting within the scope of his duties as such; or

   (b) to the person having temporary custody of the property of the Named Insured but only until the appointment and qualification of the legal representative.

   Notice of cancellation addressed to the Named Insured and mailed to the mailing address shown in the Declarations shall be sufficient notice to effect cancellation of this policy.

2. **Cancellation:** This policy may be cancelled by the Named Insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the Named Insured at the mailing address shown in the Declarations, written notice stating when not less than 10 days thereafter such cancellation shall be effective. 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 Named Insured or by the company shall be equivalent to mailing.

   If the Named Insured cancels, the company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time. 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.

3. **Concealment or Fraud:** This policy is void if any Named Insured has intentionally concealed or misrepresented any material fact or circumstance relating to this insurance.

4. **Conformity with Statute:** The terms of this policy and forms attached hereto which are in conflict with the statutes of the State wherein this policy is issued are hereby amended to conform to such statutes.

5. **Inspection and Audit:** The company shall be permitted but not obligated to inspect the Named Insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule, or regulation.

   The company may examine and audit the Named Insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

6. **Insurance Trustee:** As respects condominium property to which this policy applies the Named Insured as designated in the Declarations is hereinafter referred to as the Insurance Trustee for all the Unit-Owners of the condominium property unless otherwise provided. Any loss hereunder shall be adjusted with and made payable to the Insurance Trustee, and shall constitute a complete discharge of the company's liability under this policy for such loss.

7. **Insurance Under More Than One Coverage, Part or Endorsement:** In the event that more than one coverage, part or endorsement of this policy insures the same loss, damage or claim, the company shall not be liable for more than the actual loss or damage sustained by the Named Insured.

8. **Liberalization Clause:** In the event any filing is submitted to the insurance supervisory authorities on behalf of the company, and:

   (a) the filing is approved or accepted by the insurance authorities to be effective while this policy is in force or within 45 days prior to its inception; and

(b) the filing includes insurance forms or other provisions that would extend or broaden this insurance by endorsement or substitution of form, without additional premium;

the benefit of such extended or broadened insurance shall inure to the benefit of the Named Insured as though the endorsement or substitution of form had been made.

9. **Premium:** All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

If this policy is issued for a period in excess of one year with a specified expiration date and a premium is payable at each anniversary, such premium shall be determined annually on the basis of the rates in effect at the anniversary date, unless otherwise indicated in the Declarations as not applicable.

If this policy is issued for a period without a specified expiration date, it may be continued by payment of the required premium for the succeeding annual period. Such premium shall be determined annually on the basis of the rates in effect at the anniversary date and must be paid to the company prior to each anniversary date; if not so paid, this policy shall expire on the first anniversary date that the said premium has not been received by the company. The company may substitute forms which are authorized for its use on each anniversary of this policy.

The premium stated in the Declarations shall be adjusted in accordance with the premium adjustment provisions, if any, included elsewhere in this policy.

10. **Subrogation:**

(a) In the event of any payment under this policy, the company shall be subrogated to all the Insured's rights of recovery 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 loss to prejudice such rights except as provided below.

(b) As respects a condominium property, the company hereby waives its right of subrogation against any Unit-Owner of the condominium.

(c) As respects coverage provided under Section I of this policy, this insurance shall not be invalidated should the Insured waive in writing any or all right of recovery against any party for loss. Provided, however, that in the event the Insured waives only a part of his rights against any particular third party, this company shall be subrogated with respect to all rights of recovery which the Insured may retain against any such third party for loss from the perils insured against to the extent that payment therefor is made by this company; all subject to the following additional provisions:

(1) This condition does not apply to crime, inland marine or glass coverage written under Section I of this policy;

(2) If made before loss has occurred, such agreement may run in favor of any third party;

(3) If made after loss has occurred, such agreement may run only in favor of a third party falling within one of the following categories at the time of loss:

(i) a third party insured under this policy; or

(ii) a corporation, firm, or entity (a) owned or controlled by the Named Insured or in which the Named Insured owns capital stock or other proprietary interest, or (b) owning or controlling the Named Insured or owning or controlling capital stock or other proprietary interest in the Named Insured; or

(iii) a tenant of the Named Insured.

(d) Except as provided in paragraphs (b) and (c) above the company shall not be bound to pay any loss if the Insured has impaired any right of recovery for loss. However, it is agreed that the Insured may, as respects property in transit, accept such bills of lading, receipts or contracts of transportation as are ordinarily issued by carriers containing a limitation as to the values of such goods or merchandise.

11. **Time of Inception:** To the extent that coverage in this policy replaces coverage in other policies terminating noon standard time on the inception date of this policy, coverage under this policy shall not become effective until such other coverage has terminated.

12. **Waiver or Change of Provisions:** The terms of this insurance shall not be waived, changed or modified except by endorsement issued to form a part of this policy.

13. **Wrong Description:** Without prejudice to this insurance, permission is granted for there to be an error in stating the name, number, street or location of any building(s) covered hereunder, or of building(s) and personal property if covered under a single item of insurance, where there is no wilful concealment or misrepresentation.

OPEN STOCK BURGLARY AND THEFT ENDORSEMENT

NAMED INSURED Suffolk Etched Products Inc. POLICY NUMBER IDR 8992943

ADDITIONAL DECLARATIONS

LOC. NO.	LIMIT OF LIABILITY
1-1	20,000

It is agreed that Section III of this policy applies subject to the following provisions:

INSURING AGREEMENTS

Burglary: The company shall pay for loss by Burglary or by Robbery of a Watchman, while the premises are not open for business, of merchandise, furniture, fixtures and equipment from within the premises or within a showcase, show window or fully enclosed and locked storage area used by the Named Insured and located outside the premises but inside the building line of the building containing the premises or attached to said building.

The company shall pay for damage to the premises and the exterior thereof, and to the insured property within the premises or within such showcase, show window or storage area, by such Burglary, Robbery of a Watchman, or attempt thereat, provided with respect to damage to the premises and the exterior thereof the Named Insured is the owner of the premises or is liable for such damage.

Theft: The company shall pay for loss by Theft or attempt thereat, whether or not the premises are open for business, of merchandise, furniture, fixtures and equipment from within the premises or within a showcase or show window used by the Named Insured and located outside the premises but inside the building line of the building containing the premises or attached to said building.

The company shall pay for damage to the premises and the exterior thereof, and to the insured property within the premises or within such showcase, show window, or storage area by such Theft or attempt thereat, provided with respect to damage to the premises and the exterior thereof, the Named Insured is the owner of the premises or is liable for such damage. This Insuring Agreement applies only to the extent each loss is in excess of $50.

EXTENSIONS OF COVERAGE

New Locations: The company shall pay for loss by Burglary or Theft of merchandise, furniture, fixtures and equipment, as provided in the Insuring Agreements above, for not exceeding in the aggregate, $1,000 at any one location acquired by the Named Insured during the term of this endorsement. This Extension of Coverage shall not apply to loss of property at a new location when such loss occurs: (1) 60 or more days after the acquisition of such location; (2) after the inception of more specific insurance; or (3) after the termination date of this endorsement; whichever first occurs. Additional premium shall be due and payable from the date such location is acquired.

Medical Payments: The company will pay, subject to a total limit of $500 in any one accident, all reasonable medical expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services, performed within one year from the date of accident, to or for the Named Insured and any partner and employee thereof who sustains bodily injury, sick-

ness or disease, including death resulting therefrom, caused by accident, and arising out of Burglary or Theft covered under this endorsement.

Reward: The company will pay to any person or persons, except the Named Insured, and officers or partners thereof, a reward of $200 in addition to the applicable limit of liability, for the capture, or for information resulting in the arrest of any person or persons subsequently convicted of committing or attempting to commit Burglary or Theft as covered under this endorsement, during the policy period.

EXCLUSIONS

This endorsement does not apply:

(a) to loss due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(b) to loss due to any fraudulent, dishonest, or criminal act by any Named Insured, a partner therein, or an officer, employee, director, trustee or authorized representative thereof, while working or otherwise and whether acting alone or in collusion with others;

(c) to loss of manuscripts, books of account or records;

(d) to loss of furs or articles containing fur which represents their principal value, by removal of such property from within a showcase or show window by a person who has broken the glass thereof from outside the premises or by an accomplice of any such person;

(e) to loss occurring while there is any change in the condition of the risk or during a fire in the premises, or to damage by vandalism or malicious mischief;

(f) to loss of property, other than property owned or held for sale by the Named Insured, from within a storage area used jointly by the Named Insured and others;

(g) under the Theft Coverage:

(1) to loss caused by the Named Insured, or anyone acting on the express or implied authority of the Named Insured, being induced by any fraudulent scheme, trick, device or false pretense to part with title to or possession of any property;

(2) to loss by theft or attempt thereat, unless there is available a physical inventory made within the 12 months immediately preceding the date of such loss;

(3) to loss by mere disappearance of the insured property;

(4) to any shortage disclosed by any inventory unless such shortage can be reasonably shown to have been occasioned by theft or attempt thereat, in which event there shall be deducted from the amount thereof when determined an amount equal to the average shortage, as revealed by the last five annual physical inventories, or such lesser number as were made, increased or decreased by the percentage of increase or decrease, if any, in the total gross sales for the 12 month period immediately preceding the discovery of the loss, as compared to the average annual gross sales for the period represented by said inventories.

CONDITIONS

The "GENERAL CONDITIONS" and "CONDITIONS APPLICABLE TO SECTION III" apply to insurance hereunder.

The following Additional Conditions are added hereunder:

Limits of Liability; Settlement Options. The limit of the company's liability for loss shall not exceed the actual cash value of the property at time of loss, nor what it would then cost to repair or replace the property with other of like kind and quality, nor the applicable limit of liability specified in the Declarations; provided, however, the limit of the company's liability for loss of the contents of any showcase or show window not opening directly into the interior of the premises is $100; provided, further, (a) the actual cash value of any one article of jewelry shall be deemed not to exceed $50 and (b) subject to such limit, the actual cash value of property held by the Named Insured as a pledge, or as collateral for an advance or a loan, shall be deemed not to exceed the value of the property as determined and recorded by the Named Insured when making the advance or loan, nor, in the absence of such record, the unpaid por-

tion of the advance or loan plus accrued interest thereon at legal rates.

The company may pay for the loss in money or may repair or replace the property and may settle any claim for loss of property either with the Named Insured or the owner thereof. Any property so paid for or replaced shall become the property of the company. Any property recovered after settlement of a loss shall be applied first to the expense of the parties in making such recovery, with any balance applied as if the recovery had been made prior to said settlement, and loss readjusted accordingly. The Named Insured or the company, upon recovery of any such property, shall give notice thereof as soon as practicable to the other.

The occurrence of any loss shall reduce the applicable limit of liability to the extent of the company's liability for such loss until the premises are restored to at least the same condition of safety as immediately prior to the loss; but such reduction shall not occur with respect to loss occurring subsequent to the receipt by the company of notice of loss for which the company is liable under this endorsement, if the Named Insured shall maintain within the premises at least one watchman while the premises are not open for business. Application of the liability to property of more than one person shall not operate to increase the limit of the company's liability.

Definitions.

(a) **"Premises"** means the interior of that portion of any building which is occupied solely by the Named Insured in conducting the business, but shall not include (1) showcases or show windows not opening directly into the interior of the premises, or (2) public entrances, halls or stairways.

(b) **"Burglary"** means the felonious abstraction of insured property (1) from within the premises by a person making felonious entry therein by actual force and violence, of which force and violence there are visible marks made by tools, explosives, electricity or chemicals upon, or physical damage to, the exterior of the premises at the place of such entry, or (2) from within a showcase, show window or storage area by a person making felonious entry into such showcase or show window or storage area by actual force and violence, of which force and violence there are visible marks thereon, or (3) from within the premises by a person making felonious exit therefrom by actual force and violence as evidenced by visible marks made by tools, explosives, electricity or chemicals upon, or physical damage to, the interior of the premises at the place of such exit.

(c) **"Robbery of a Watchman"** means the taking of insured property by violence or threat of violence inflicted upon a private watchman employed exclusively by the Named Insured and while such watchman is on duty within the premises.

(d) **"Loss"** includes damage.

(e) **"Jewelry"** means jewelry, watches, necklaces, bracelets, gems, precious or semi-precious stones, articles containing one or more gems and articles of gold or platinum.

Ownership of Property; Interests Covered. The insured property may be owned by the Named Insured, or held by the Named Insured in any capacity whether or not the Named Insured is liable for the loss thereof, or may be property as respects which the Named Insured is legally liable; provided, this insurance applies only to the interest of the Named Insured in such property, including the Named Insured's liability to others, and does not apply to the interest of any other person or organization in any of said property unless included in the Named Insured's proof of loss.

Books and Records. The Named Insured shall keep records of all the insured property in such manner that the company can accurately determine therefrom the amount of loss.

Joint Named Insured. If more than one Named Insured is named in the Declarations, the Named Insured first named shall act for every Named Insured for all purposes of this endorsement. Knowledge possessed or discovery made by any Named Insured shall constitute knowledge possessed or discovery made by every Named Insured.

STOCK COMPANY

ISSUED BY

DECLARATIONS (continued)—AUTOMATIC INCREASE IN INSURANCE PROVISION

NAMED INSURED	POLICY NUMBER
Suffolk Etched Products Inc.	IDR 8992943

COVERAGE(S)	AUTOMATIC INCREASE %
A	2½

It is agreed that the Amount of Insurance applicable to the Coverage(s) shown above, shall be automatically increased at the end of each period of three months after the effective date of this Declarations Page by the appropriate percentage shown opposite such Coverage. Such automatic increase shall apply to the Amount of Insurance that was in effect at the end of the last period of three months.

This provision applies to all property covered under the Coverage(s) specified above unless otherwise provided below.

SCHEDULE

BUILDING NUMBER	LOCATION
1-1	corner of Rt. 25 & Kroemer Ave. Riverhead, NY

EFFECTIVE DATE OF THIS PAGE	AGENT
10/2/82	Townsend Agcy. 18546 101

Wherever a policy provision refers to the Declarations, such reference shall also apply to this Declarations Page.

STOCK COMPANY

ISSUED BY

DECLARATIONS (continued)—GENERAL

NAMED INSURED	POLICY NUMBER
Suffolk Etched Products Inc.	IDR 8992943

L6432 - Application of Amendment.
H32769F - N.Y. Mandatory End't.
H33365F - General Exclusions Provisions Conditions.

SECTION I:

H33409F - Industrial Policy, Provisions Applicable to Section I.
H32277F - Industrial Policy, Declaration Page 1.
H33365F - Basic Peril Part.
H32255F - General Page 2A.
H32253F - Additional Locations Page 2B.
H32258F - Automatic Increase.
GNL6868 - General Purpose Endt. install payment plan.

SECTION II:

H32293F - Completed Operations Hazards Products Exclusion.

above will be deleted by endorsement eff. 10/2/82

SECTION III:

H32197F - Open Stock Burglary End't.

EFFECTIVE DATE OF THIS PAGE	AGENT
10/2/82	Townsend Insurance Agcy.

Wherever a policy provision refers to the Declarations, such reference shall also apply to this Declarations Page.

deleted by end. 14/7/[illegible]

INSURANCE HOME COMPANIES

COMPLETED OPERATIONS HAZARD AND PRODUCTS HAZARD EXCLUSION

Is is agreed that such insurance as is afforded by the Bodily Injury Liability Coverage and the Property Damage Liability Coverage does not apply to bodily injury or property damage included within the Completed Operations Hazard or the Products Hazard.

INDUSTRIAL POLICY

PROVISIONS APPLICABLE TO SECTION I

PHYSICAL DAMAGE TO PROPERTY

PROPERTY COVERED

This policy covers under:

Coverage A — Building(s) including other real property, as described in the Declarations, and, if also the property of the Named Insured, yard fixtures, building service equipment and supplies, all while at the location(s) described in the Declarations or temporarily at any other location.

Coverage B — Personal Property of the Named Insured and, at the option of the Named Insured, personal property of others while in the care, custody or control of the Named Insured for business purposes and for which the Named Insured is liable, all while at the location(s) described in the Declarations or within 500 feet thereof if in the open, on land, or in or on land vehicles.

This Coverage includes valuable papers and records consisting of:

(a) books of account, abstracts, drawings, card index systems and other records, but only for the cost of blank books and other blank material, and the cost of transcribing;

(b) film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing, and other records, but only for the cost of unexposed film or blank tape, wire or other recording media;

except as provided under Extensions of Coverage.

This Coverage also includes—Improvements and Betterments, consisting of fixtures, alterations, installations or additions comprising a part of the described building(s) not owned by the Named Insured and made, or acquired, at the expense of the Named Insured (exclusive of rent paid by the Named Insured) and which are not legally subject to removal by the Named Insured, to the extent of the Named Insured's use interest in such Improvements and Betterments.

The company's liability for loss to Improvements and Betterments damaged or destroyed shall be as follows:

1. If repaired or replaced at the expense of the Named Insured within a reasonable time after such loss, the actual cash value of the damaged or destroyed property;
2. If not repaired or replaced within a reasonable time after such loss, that proportion of the original cost at the time of installation of the damaged or destroyed property which the unexpired term of the lease or rental agreement at the time of loss bears to the period(s) from the date(s) such damaged or destroyed property was installed to the expiration date of the lease or rental agreement;
3. If repaired or replaced at the expense of others for the use of the Named Insured, there shall be no liability hereunder.

Coverages A and B do not include:

(a) trees, shrubs, plants, lawns and growing crops outside of building(s), (except as provided under Extensions of Coverage);

(b) any of the following unless specifically described in the Declarations:

(1) neither outdoor neon or electric signs nor any other outdoor signs if not attached to the building(s), (except products of the Named Insured's manufacture or stock being held for sale or delivery after sale);

(2) outdoor swimming pools, fences, walks, roadways or other paved surfaces, curbs, piers, bulkheads, wharves or docks; beach or diving platforms or appurtenances; retaining walls not constituting a part of the building(s);

(3) brick, stone or concrete foundations, piers or other supports which are below the under surface of the lowest basement floor, or, where there is no basement, which are below the surface of the ground; cost of excavations; grading or filling; underground flues, pipes, wiring and drains;

(4) aircraft;

(5) if a condominium property, fixtures, alterations, installations or additions comprising a part of the described building(s) when situated within a por-

tion of the premises used exclusively by an individual Unit-Owner and made or acquired at the expense of an individual Unit-Owner of that portion of the premises;

(c) automobiles, snowmobiles, trailers, semi-trailers or any self-propelled vehicles or machines (other than automobiles), if licensed for use on public roads, or if not so licensed if operated principally away from the premises of the Named Insured; watercraft (including motors, equipment and accessories) while afloat;

(d) land;

(e) bills, currency, deeds, evidences of debt, money and securities;

(f) personal property in which parties other than the Named Insured also have an insurable interest when the Named Insured's interest in such property is covered by insurance under any other policy;

(g) property sold by the Named Insured under conditional sale, trust agreement, installment payment or other deferred payment plan, after delivery to customer.

EXTENSIONS OF COVERAGE
(Applicable to Coverages A and B)

This policy covers loss by the perils insured against for additional amounts of insurance as follows:

(a) **New Property:** For not exceeding in the aggregate, $100,000 at any one location on:

(1) Property, as covered under Coverages A and B, for which coverage is provided within the "Alterations, Repairs and New Construction" clause in this policy;

(2) Property, as covered under Coverages A and B, acquired by the Named Insured during the term of this policy at any new location;

provided that coverage under this Extension shall cease 60 days from the date construction or installation is begun or 60 days from the date such property is acquired by the Named Insured or on the date values are reported to the company or on the termination date of this policy, whichever first occurs. Additional premium shall be due and payable from the date construction or installation is begun or from the date such property is acquired.

The automatic coverage provided under (2) above shall not apply to Coverage B if such Coverage is subject to Reporting Provisions.

(b) **Personal Property Off Premises:**

(1) **Machinery and Equipment:** For not exceeding $50,000 on furniture, fixtures, machinery, tools and other equipment covered under Coverage B while temporarily at any location for repairs or servicing. Coverage under this Extension shall not apply to property removed for normal storage or for processing nor to property otherwise covered by insurance and shall cease 60 days after removal;

(2) **Other Property:** For not exceeding $10,000 on personal property covered under Coverage B, other than property covered under (1) above, while temporarily at any location not owned, leased, operated or regularly used by the Named Insured. Property in the care, custody or control of salesmen is not covered under this Extension.

(c) **Property in Transit:** For not exceeding $1,000 on any one vehicle, on property covered under Coverages A and B while in transit, including direct loss caused by collision, derailment, overturn of a transporting conveyance, flood (meaning the rising of navigable waters), earthquake, landslide, stranding or sinking of vessels, collapse of bridges, culverts, docks or wharves or as respects property in custody of a common carrier, direct loss by theft of an entire shipping package. Property in the care, custody or control of salesmen and property shipped by mail from the time it passes into the custody of the U.S. Postal Service is not covered under this Extension.

Coverage under this Extension shall include the contingent interest of the Named Insured in shipments sold by the Named Insured on "Free on Board" or "Freight Allowed" terms, providing any loss recoverable under this policy is not collectible from the purchaser, or any other insurance that would have attached if this policy had not been issued.

(d) **Valuable Papers and Records:** For not exceeding $1,000 for extra expenses necessarily incurred by the Named Insured in the reproduction of valuable papers and records consisting of: books of account, manuscripts, abstracts, drawings, card index systems, film, tape, disc, drum, cell and other magnetic recording or storage media for electronic data processing, and other records, all the property of the Named Insured and while at the location(s) described

in the Declarations. In no event shall the recovery under Coverage B and this Extension combined exceed the actual loss sustained.

(e) **Business Continuation Expense:** For not exceeding $1,000 for the extra expenses necessarily incurred by the Named Insured to continue normal operations which are interrupted as a result of damage to or destruction of property covered under Coverages A and B or to a building containing such property, at a location described in the Declarations. This Extension applies only during the time it would require with the exercise of due diligence and dispatch to repair, rebuild or replace the damaged or destroyed property.

(f) **Personal Effects:** For not exceeding $500 on personal effects of the Named Insured, any officer, partner or employee of the Named Insured while such property is at the location(s) described in the Declarations, subject to an aggregate limit of $5,000 in any one occurrence. This Extension applies only at the option of the Named Insured and does not apply to property which is covered by any other insurance.

(g) **Personal Property of Others:** For not exceeding $5,000 on personal property of others, as covered under Coverage B for which the Named Insured is liable, while in the care, custody or control of the Named Insured for business purposes and only while such property is at the location(s) described in the Declarations. This Extension applies only at the option of the Named Insured and does not apply to property which is covered by other insurance.

This policy also covers for an additional amount of insurance as follows:

Elevator Collision: For not exceeding 25% of the combined amount(s) for Coverages A and B or $50,000, whichever is less, at any one location, for each direct loss to elevators, and to any other property owned, occupied, used by or rented to the Named Insured, including, at the option of the Named Insured, property in the care, custody or control of the Named Insured for business purposes and for which the Named Insured is liable, caused by accidental collision of any part of an elevator or of anything carried thereon, with another part of such elevator or with another object.

The term "elevator" means elevators, escalators or any other hoisting or lowering device used to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, power equipment and machinery, or any hydraulic or mechanical hoist used for raising or lowering automobiles or for dumping material from trucks.

This Extension does not apply to:

(a) injury or destruction due directly to the breaking, burning out or disrupting of any electrical machine which is not located within the elevator car;

(b) injury to or destruction of any electrical machine arising out of the breaking, burning out or disruption thereof;

(c) injury or destruction with respect to which coverage is afforded under Section II.

"GENERAL EXCLUSIONS" 2. and 5. do not apply to this Extension.

This policy also covers against loss by fire, lightning, explosion, riot, civil commotion, or aircraft for an additional amount of insurance as follows:

Trees, Shrubs, Plants and Lawns: For not exceeding in the aggregate, $5,000 on trees, shrubs, plants and lawns not grown for commercial purposes and while outside of buildings at the location(s) described in the Declarations. However, the company shall not be liable for more than $500 on any one tree, shrub or plant, including expenses incurred in removing debris thereof.

In no event shall the coverage under this Extension apply to any other perils which may be included in this policy or endorsements attached hereto.

This policy, without increasing the amount of insurance applying to the property damaged or destroyed, also covers:

(a) **Consequential Loss,** meaning loss to personal property covered hereunder, while contained in a building at a location described in the Declarations, due to change of temperature or humidity as a result of physical damage by the perils insured against:

(1) to building(s) or equipment at the same location; or

(2) to the following equipment while located within 100 feet of the described premises and when used exclusively for the service of the Named Insured: electrical transmission lines and other electrical equipment; and fuel, water, steam and refrigeration transmission lines.

In no event shall coverage under this Extension apply to any loss specifically excluded under the peril of Riot and Civil Commotion or elsewhere in this policy.

(b) **Debris Removal,** meaning expenses incurred in the removal of all debris of the property covered here-

under occasioned by loss thereto caused by a peril insured against; provided however, if Coverage B is subject to Reporting Provisions, the company shall not be liable for more than the amount it would be liable for, exclusive of debris removal expenses, if all the property covered at the location where the loss occurred were destroyed.

(c) **Molten Material,** meaning only direct loss to property covered hereunder caused by heat from molten material which shall have accidentally escaped from equipment, but excluding:

(1) loss to such escaped material;

(2) the cost of removing or recovering such escaped material;

(3) the cost of repairing the fault which permitted such accidental escape.

(d) **Brands and Labels,** if branded or labeled merchandise covered by this policy is damaged by a peril insured against and the company elects to take all or any part of such merchandise at the value established by the terms of this policy, the Named Insured may, at his own expense, stamp "salvage" on the merchandise or its containers, or may remove or obliterate the brands or labels, if such stamp, removal or obliteration will not physically damage the merchandise, but the Named Insured must re-label the merchandise or containers in compliance with the requirements of law.

TIME ELEMENT INSURANCE

This policy covers under:

Coverage C—Time Element, as described in the Declarations or in the Schedule(s) or Endorsement(s) made a part thereof, but only with respect to the perils insured against which are designated in such Declarations, Schedule(s) or Endorsement(s); this provision does not apply to boiler and machinery time element insurance when written on a separate limit basis.

With respect to any Time Element Coverage applicable hereunder:

1. which includes a New Location Extension of Coverage, except the Extra Expense and Loss of Business Earning Endorsements, the amount of insurance thereunder is amended to read, "For not exceeding $100,000, . . .".
2. which includes a Property Off Premises Extension of Coverage, any reference therein to "within 100 feet" is hereby amended to read "within 500 feet".
3. loss resulting from the necessary interruption of the Named Insured's operations caused directly by the following is covered:

   (a) Molten Material as described under the Extensions of Coverage applicable to Coverages A and B;

   (b) Release of Impounded Water meaning the release from storage of water, used as a raw material or for any other manufacturing purpose, from behind dams or from reservoirs at a location covered as a result of damage to or destruction of such dam, reservoir, or equipment connected therewith by a peril insured against but for not exceeding 30 consecutive days after the damaged or destroyed dam, reservoir or equipment has been repaired or replaced (the company's liability shall not extend beyond the period specified above regardless of any other provision of this policy).

SCHEDULED PROPERTY

This policy covers under:

Coverage D—Scheduled Property, as described in the Declarations or in the Schedule(s) or Endorsement(s) made a part thereof, but only with respect to the perils insured against which are designated in such Declarations, Schedule(s) or Endorsement(s).

NEW YORK MANDATORY ENDORSEMENT

It is agreed that this policy is amended as follows:

NUCLEAR CLAUSE—SECTION I

The Nuclear Clause condition in the "CONDITIONS APPLICABLE TO SECTION I" is deleted and replaced by the following Nuclear Clause:

This policy does not cover loss or damage caused by nuclear reaction or nuclear radiation or radioactive contamination, all whether directly or indirectly resulting from an insured peril under this policy.

NOTICE OF AMENDED SUIT CLAUSE

A. The words "twelve months" in line 161 of the "Suit" clause in the standard fire policy provisions are hereby changed to "two years". The "Suit" clause now reads as follows:

"No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless all the requirements of this policy shall have been complied with, and unless commenced within two years next after inception of the loss."

B. The words "within one year" in the "Suit" condition in the "CONDITIONS APPLICABLE TO SECTION I" are hereby changed to "within two years".

PERSONAL INJURY LIABILITY AMENDMENT

1. If Limited Personal Injury Coverage is afforded under Section II, the following exclusion is added:

   (g) personal injury arising out of discrimination on the grounds of race, religion or national origin.

2. If Personal Injury Liability Insurance is afforded under Section II, the following additional exclusion is added:

   (f) to personal injury arising out of discrimination on the grounds of race, religion or national origin.

3. If the Extended Business Liability Endorsement is afforded under Section II, the following Additional Exclusion (7) is added to part B. of Coverage IX—Personal Injury Liability Coverage:

   (7) personal injury arising out of discrimination on the grounds of race, religion or national origin.

APPLICATION OF EXCLUSIONS

(Explosion, Collapse and Underground Property Damage Hazards)

L 54321
(Ed. 1-76)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE

This endorsement, effective (12:01 A. M., standard time) , forms a part of policy No.

issued to

by

Authorized Representative

It is agreed that if the **named insured's** actual operations include any operation(s), whether or not stated in the Schedule under "Description of Hazard", which is (are) described by any classification listed below, the "x", "c", "u" symbol(s) included in the applicable code number shall apply as if such classification code number and symbol(s) were included in such Schedule.

DESCRIPTION OF OPERATIONS; CLASSIFICATION CODE NO.; AND SYMBOL(S)

Building Raising or Moving—including incidental shoring, removal or rebuilding of walls, foundations, columns or piers **17885sxc**

Caisson Work:

Foundations for buildings—including pile driving, excavation, masonry or concrete work up to completion of sub-structure only **17805xcu**

Not foundations for buildings—including pile driving, excavation, masonry or concrete work up to completion of sub-structure only **16235xcu**

Clay or Shale Digging—no canal, sewer or cellar excavation or underground mining **14001x**

Cofferdam Work—including pile driving, excavation, masonry or concrete work up to completion of sub-structure only **16235xcu**

Conduit Construction—for cables or wires **16285xcu**

Contractors' Equipment:

Cranes, derricks, power shovels, and equipment incidental thereto—rented to others with operators—including installation, repair or removal **73912xcu**

Earth moving equipment other than cranes, derricks and power shovels—rented to others with operators—including installation, repair or removal **17861cu**

Steam boilers, compressors, air pressure tanks, pneumatic tools, and equipment incidental thereto—rented to others with operators—including installation, repair or removal **73916xu**

Contractors' Equipment (excluding automobiles)—rented to others with operators—including installation, repair or removal **73911u**

Dam or Reservoir Construction **16232xcu**

Electric Light or Power Companies—including outside salesmen, collectors and meter readers—including completed operations except with respect to the installation, servicing or repair of appliances **49115xcu**

Electric Light or Power Cooperatives—Rural Electrification Administration Projects Only—including outside salesmen, collectors and meter readers—including completed operations except with respect to the installation, servicing or repair of appliances **49116sxc**

Electric Light or Power Line Construction—Rural Electrification Administration Projects only **16242xc**

Electric Light or Power Line Construction **16245xcu**

Excavation **15111xcu**

Gas Companies—natural gas—local distribution—including outside salesmen, collectors and meter readers—including completed operations except with respect to the installation, servicing or repair of appliances **49221sxcu**

Gas Dealers—liquefied petroleum gas **59851sx**

Gas Distributing—liquefied petroleum gas—local distribution by gas mains or piping from central tanks to ultimate consumers—including meter readers—including completed operations except with respect to the installations, servicing or repair of appliances **49252sxcu**

Gas Mains or Connections Construction—including tunneling at street crossings **16225xcu**

Gas Pipe Line Construction—including pile driving or dredging **16265xcu**

Gas Pipe Lines—operation—including maintenance **49222sx**

Gas Works—including outside salesmen, collectors, and meter readers—including completed operations except with respect to the installation, servicing or repair of appliances **49251sxcu**

Gasoline or Oil Dealers **50851x**

Gasoline Recovery — from casing head or natural gas **13210dexz**

Geophysical Exploration — seismic method — all employees — including completed operations **13831x**

Grading of Land **07313xcu**

Iron or Steel Erection—subway construction **16205xcu**

Irrigation or Drainage System Construction—including pile driving or dredging **16255xu**

Landscape Gardening—including completed operations **07311xcu**

Oil or Gas Pipe Line Construction—including pile driving or dredging **16265xcu**

Oil or Gas Well Shooting **13851dexz**

Oil Lease Operators or Gas Lease Operators—natural gas—including completed operations **13122dexz**

Oil Lease Operators or Gas Lease Operators—natural gas—within the limits of any town or city, on the right-of-way of any railroad, or in any ocean, gulf or bay—including completed operations **13121dexz**

Oil Pipe Lines—operation—including maintenance **46100sxz**

Oil Refining—petroleum **29112x**

Pile Driving:

Building foundations only **17805xcu**

Including timber wharf building **16294cu**

Sonic method **16296cu**

Plumbing—gas, steam, hot water or other pipe fitting—including house connections, shop and retail stores or display rooms **17185u**

Pneumatic Tube Operation Companies **17863u**

Quarries—including the operation of crushers **14001x**

Railroad Construction—including laying, relaying or removal of tracks or maintenance of way by contractors **16215x**

(over)

Salvage Operations—including incidental wrecking, shoring or other structural work, the handling of machinery in damaged buildings, and salesmen or clerical at site of wrecking **17885sxc**

Sand or Gravel Digging—no canal, sewer, cellar excavation or underground mining **14001x**

Septic Tank Systems installation, maintenance or repair including house connections, shop and retail stores or display rooms **17181u**

Sewer Construction—including tunneling at street crossings **16225xcu**

Shaft Sinking—including pile driving, excavation, concrete work or lining **16235xcu**

Steam Heating or Power Companies—not electric—including outside salesmen, collectors and meter readers—including completed operations except with respect to the installation, servicing, or repair of appliances **49610xcu**

Steam Mains or Connections Construction—including tunneling at street crossings **16225xcu**

Stone Crushing **32905x**

Street or Road Construction or Reconstruction—clearing of right-of-way, excavation, filling or grading, bridge or culvert building .. **16115xcu**

Street or Road Paving or Repaving, Surfacing or Resurfacing or Scraping **16125xcu**

Subway Construction **16205xcu**

Swimming Pools—below ground—installation, servicing and repair—including completed operations **17802xcu**

Telephone or Telegraph Companies—including outside salesmen, collectors, messengers and clerical—including completed operations **48110u**

Telephone, Telegraph or Fire Alarm Line Construction **16245xcu**

Tunneling—including lining **16235xcu**

Underpinning Buildings or Structures—including incidental shoring, removal or rebuilding of walls, foundations, columns or piers **17885sxc**

Water Mains or Connections Construction—including tunneling at street crossings **16225xcu**

Waterworks—including outside salesmen, collectors and meter readers—including completed operations, except with respect to the installation, servicing or repair of appliances **49411xcu**

Welding or Cutting **17785x**

Wrecking:

Dismantling in sections or panels of buildings not exceeding three stories in height for re-erection, in connection with the Federal emergency housing and educational programs for veterans—including salesmen or clerical at site of dismantling—including completed operations **17811xc**

Dismantling of pre-fabricated dwellings not exceeding three stories in height for re-erection—including completed operations **17811xc**

Federal war housing dismantling or wrecking—including salesmen or clerical at site of wrecking—including completed operations **17811xc**

Military reservation dismantling or wrecking—including salesmen or clerical at site of wrecking—including completed operations **17811xc**

Wrecking Buildings or Structures—not marine—including salesmen or clerical at site of wrecking—including completed operations **17822sxc**

FORM PRINTING
CHICAGO
SHELL LAB FRANCISCO
PRINTED IN U.S.A.
SUPPLY DIVISION

NAMED INSURED'S PRODUCTS SPECIFIED

Endorsement No. 4

Issued by –

The Home Insurance Company

POLICY NUMBER	NAMED INSURED
IDR 8 992943	Suffolk Etched Products, Inc.
EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED
5/21/83	6/2/83
PRODUCER	PRODUCER NO.–OPC
Towsend Insurance Agency	18546-101

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

Insurance afforded for the named insured's products applies only as respects the following goods or products:

Photoengraving electrotyping or sterotyping: but is limited in as much as the insurance afforded for the named insured's products does not apply as respects to the following goods or products:

Electronic or mechanical components and parts of electronic timers, delay, relays sensor controls not sold or distributed for use in aircraft, rockets, missiles, or other similar devices.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H 24026 (F) 11/72

Issued By

- [x] The Home Insurance Company
- [ ] City Insurance Company
- [ ]
- [ ] The Home Indemnity Company
- [ ] The Home Insurance Company of Indiana

Policy Number	Certificate Number	Named Insured	
IDR 8 99 2943		Suffolk Etched Products Inc.	
Producer: Towsend Insurance Agency			Producer No - OPC: 18546-101
Policy Period:	Inception (Month-Day-Year): 10/2/82	Expiration (Month-Day-Year): 10/2/85	Effective Date and Time of Endorsement: 5/21/83

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged

Section II

Limits of Liability are increased to

$2,000,000. -combined single limits

Additional Premium	Total Additional Premium	Pro Rata Of	Premium Due at Endorsement Effective Date .15.
Return Premium	Total Return Premium	Pro Rata or Short Rate of	Premium Due at Endorsement Effective Date

Premium Adjustments if the Premium is Payable in Installments or Cycle Billing:

Dates Due	Present Installment	Increase	Decrease	Revised Installment
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$

Signature of Authorized Representative

GNL 8685 (S) Rev. 12/81

The Home Insurance Companies

Insured Copy

ANN AL PREMIUM ENDORSEMENT

Insurance is provided by the Stock Company designated by ☒ and hereinafter called the Company.

☒ THE HOME INSURANCE COMPANY

☐ THE HOME INDEMNITY COMPANY

☐ CITY INSURANCE COMPANY

☐ THE HOME INSURANCE COMPANY OF INDIANA

POLICY NUMBER IDR-8992943

PRODUCER NO.-OPC 18546-101

INSURED NAME, P.O. ADDRESS AND ZIP CODE

Suffolk Etched Products Inc.
And Grace Sonneblich
300 Pleasure Dr.
Riverhead, NY 11901

PRODUCER NAME, P.O. ADDRESS & ZIP CODE

Townsend Insurance Agcy.

PREMIUM NYFIF $48.26
$5020.00
(Subject to adjustment as provided in policy.)
For the Period:
From 10/2/83 *To 10/2/84
*Any Amendments listed below apply as of the effective date of the premium period

Policy Period:

10/2/82 (INCEPTION (MO. DAY YR.))

10/2/85 (EXPIRATION (MO. DAY YR.))

SIC 2793

THIS POLICY IS AMENDED AS INDICATED BELOW ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

SECTION	NEW LIMITS OR AMOUNTS AND COINSURANCE –	COVERAGES –	LOCATION(S)
I	302,500	Bldg. (A)	1-1

OTHER CHANGES

Liability form Gl-0148 is added.

THIS INSTRUMENT SHALL NOT BE VALID UNLESS COUNTERSIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF THE COMPANY

Timothy P Reames
TIMOTHY P. REAMES *Secretary*

PETER C. R. HUANG *President*
of THE HOME INSURANCE COMPANY

HENRY P. LENZ *President*
of THE HOME INDEMNITY COMPANY
CITY INSURANCE COMPANY
THE HOME INSURANCE CO. OF INDIANA

COUNTERSIGNED AT New York 8/19/83md

DATE (MO. DAY YR.) September 13, 1983

AUTHORIZED SIGNATURE Joseph L. Townsend

H30422F 9/80

NAMED INSURED'S PRODUCTS SPECIFIED

Endorsement No.

Issued by –

The Home Insurance Company

POLICY NUMBER	NAMED INSURED	
IDR8992943	Suffolk Etched Products, Inc.	
EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED	
10/2/83	8/19/83md	
PRODUCER		PRODUCER NO –OPC
Townsend Insurance Agency		18546-101

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

Insurance afforded for the named insured's products applies only as respects the following goods or products:

Photoengraving electrotyping or sterotyping: but is limited in as much as the insurance afforded for the named insured's products does not apply as respects to the following goods or products.:

Electronic or mechanical components and parts of electronic timers, delay, relays sensor controls sold or distributed for use in aircraft, rockets, missles, or other similar devices.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H 24026 (F) 11/72

Issued By

- [x] The Home Insurance Company
- [ ] City Insurance Company
- [ ] The Home Indemnity Company
- [ ] The Home Insurance Company of Indiana

Policy Number	Certificate Number	Named Insured
IDR-8992943		Suffolk Etched Products Inc. And Grace Sonneblich

Producer	Producer No - OPC
Townsend Insurancy Agcy.	18546-101

Policy Period:	Inception (Month-Day-Year)	Expiration (Month-Day-Year)	Effective Date and Time of Endorsement
	10/2/82	10/2/84	10/2/83

It is agreed that this policy is hereby amended as indicated All other terms and conditions of this policy remain unchanged

Installment Payment Plan

It is agreed that the policy premium due at inception is payable in installments as follows:

10/21/83	$2008
1/2 /84	$1506
4/2/84	$1506

Additional Premium	Total Additional Premium	Pro Rata Of	Premium Due at Endorsement Effective Date
Return Premium	Total Return Premium	Pro Rata or Short Rate of	Premium Due at Endorsement Effective Date

Premium Adjustments if the Premium is Payable in Installments or Cycle Billing:

Dates Due	Present Installment	Increase	Decrease	Revised Installment
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$

Signature of Authorized Representative

GNL 6688F (S) Rev. 12/81

Insured Copy

The Home Insurance Companies

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE
STOREKEEPERS INSURANCE
CMP LIABILITY INSURANCE

nt. effective (12:01 A. M., standard time) , forms a part of policy No.

Authorized Representative

AMENDATORY ENDORSEMENT
(NEW YORK)

It is agreed that the exclusion relating to bodily injury to any employee of the insured is replaced by the following:

This insurance does not apply to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify or contribute with another because of damages arising out of such injury, but this exclusion does not apply to liability assumed by the insured under an incidental contract;

New York State Department of Environmental Conservation
50 Wolf Road, Albany, New York 12233-0001

Henry G. Williams
Commissioner

Joseph M. Pufahl
President
Suffolk Etched Products, Inc.
1556 W. Main Street
Riverhead, New York 11901

JAN 21 1986

✓CMT 89:
✓C119=$
✓C1105=5
✓C1103=$

Dear Mr. Pufahl:

Re: Reclassification of Suffolk Etched Products, Inc.
EPA ID No. NYD061958 591

The New York State Department of Environmental Conservation (DEC) is now fully responsible for administration of the Resource Conservation and Recovery Act (RCRA) regulatory program for hazardous waste facilities operating under interim status with Part A RCRA Permits.

In order to qualify as an interim status hazardous waste treatment, storage or disposal (TSD) facility pursuant to Section 3005(e) of RCRA and 6NYCRR Part 373, a facility was required to be in existence on November 19, 1980, and to be conducting a hazardous waste activity requiring a RCRA and/or Part 373 Permit. Based on information submitted by your company, it appears that your facility has never qualified for interim status pursuant to Section 3005(e) of RCRA and/or 6NYCRR Part 373, insofar as it never conducted a RCRA or 373 permittable activity. Therefore, DEC considers your facility to never have operated with interim status under a Part A Permit.

If you have any information which would otherwise indicate that your facility had or does qualify for interim status under RCRA or Part 373, it must be submitted within 14 calendar days of the date of this letter. If you do not respond to this letter within the time provided, your facility will be removed from the list of active TSD facilities.

Please be advised that withdrawal of your Part A Permit application terminates your privilege to operate with interim status in the future. Should you decide to conduct any activity not exempt from the permit requirements of 6NYCRR Part 373 and/or 40 CFR Parts 264, 265 and 270, you must first obtain full Part 373 and RCRA Permits. Failure to obtain the proper permits will subject you to enforcement actions pursuant to Section 3008 of RCRA and Article 27, Titles 7 and 9 of the Environmental Conservation Law.

Should you have any questions concerning this matter, please contact Mr. Robert Kircher, of my staff, at (518) 457-3274.

Sincerely,

John L. Middelkoop, P.E.
Supervisor, Permits Section
Bureau of Hazardous Waste Technology
Division of Solid and Hazardous Waste

cc: Richard A. Baker (EPA Region II - Permits Administration Branch)
Stan Siegal (EPA Region II - Solid Waste Branch)
David Mafrici (NYSDEC - Bureau of Hazardous Waste Operations)
Robert Becharer (Regional Hazardous Waste Engineer, NYSDEC - Region 1)

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION II

In the Matter of SUFFOLK ETCHED PRODUCTS INC. NYD061958591 Riverhead, New York 11901 Respondent. Proceeding Under Section 3008 of the Solid Waste Disposal Act, as amended.	COMPLAINT, COMPLIANCE ORDER, AND NOTICE OF OPPORTUNITY FOR HEARING Docket No. II RCRA-83-0246

COMPLAINT

This administrative proceeding is instituted pursuant to Section 3008 of the Solid Waste Disposal Act, as amended, 42 U.S.C. §6901 et seq. ("the Act"). [Note: Among the statutes amending the Act is the Resource Conservation and Recovery Act, 90 Stat. 2795, P.L. 94-580 (1976).]

The Director of Air and Waste Management Division of the U.S. Environmental Protection Agency (EPA), Region II, Complainant in this proceeding, has determined that Respondent, SUFFOLK ETCHED PRODUCTS INC. has violated Section 3004 of the Act, 42 U.S.C. §6924, and the regulations promulgated thereunder, as hereinafter specified:

1. Respondent owns and operates a facility located at:

300 Pleasure Drive
Riverhead, New York 11901

2. By notification dated November 18, 1980, Respondent informed EPA that it conducts activities at the facility involving "hazardous waste," as that term is defined in Section 1004(5) of the Act, 42 U.S.C. §6903(5) and in 40 CFR §261.3. By application dated August 3, 1981, Respondent requested a permit to conduct its hazardous waste activities.

3. EPA regulations for hazardous waste treatment, storage, and disposal facilities are found at 40 CFR Part 265 (published in 45 Fed. Reg. 33063 et seq., May 19, 1980 and as later amended), promulgated pursuant to Subtitle C of the Act, 42 U.S.C. §6921 et seq.

4. 40 CFR Part 265 sets interim status standards for hazardous waste

treatment, storage, and disposal facilities. These standards apply until final administrative disposition of permit applications with respect to these facilities has been made. No such final disposition has been made with respect to your facility, and thus the standards of Part 265 apply thereto.

5. 40 CFR §265.143 (amended on April 7, 1982) requires that by the effective date of the regulation (July 6, 1982), an owner or operator of a hazardous waste facility must establish financial assurance for closure of the facility, as well as, where appropriate, post-closure monitoring. As of August 12, 1983, information available to EPA indicates that Respondent's facility had not submitted the documents necessary to comply with this requirement. Respondent was therefore in violation of 40 CFR §265.143.

6. 40 CFR §265.147 (amended on April 17, 1982) requires that by the effective date of the regulation (July 17, 1982) an owner or operator of a hazardous waste facility must establish financial responsibility for bodily injury and property damage to third parties caused by sudden accidental occurrences arising from the operation of the facility. As of August 12, 1983, information available to EPA indicates that Respondent's facility had not submitted the documents necessary to comply with this requirement. Respondent was therefore in violation of 40 CFR §265.147.

PROPOSED CIVIL PENALTY

In view of the above-cited violations, and pursuant to the authority of Section 3008 of the Act, Complainant herewith proposes the assessment of a civil penalty in the amount of $15,000.00 against SUFFOLK ETCHED PRODUCTS INC. for the violations specified hereinabove as follows:

-for the violation of 40 CFR §265.143:	$ 7,500.00
-for the violation of 40 CFR §265.147:	$ 7,500.00
Total:	$ 15,000.00

COMPLIANCE ORDER

Based upon the foregoing, and pursuant to the authority of Section 3008 of the Act, Complainant herewith issues the following Compliance Order against Respondent herein:

1. Respondent shall, within thirty (30) days of the effective date of this Compliance Order, submit to EPA documents sufficient to establish financial assurance for closure and, where appropriate, post-closure monitoring, as required by 40 CFR §265.143.

2. Respondent shall, within thirty (30) days of the effective date of this Compliance Order, submit to EPA documents sufficient to establish financial responsibility for bodily injury and property damage to third parties caused by sudden accidental occurrences arising from the operation of the facility, as required by 40 CFR §265.147.

NOTICE OF LIABILITY FOR ADDITIONAL CIVIL PENALTIES

Pursuant to the terms of Section 3008(a)(3) of the Act, a violator failing to take corrective action within the time specified in a Final Compliance Order is liable for a civil penalty of up to $25,000 for each day of continued noncompliance. Such continued noncompliance may also result in suspension or revocation of any permits issued to the violator pursuant to the authority of the Act.

NOTICE OF OPPORTUNITY TO REQUEST A HEARING

As provided in Section 3008(b) of the Act, and in accordance with EPA's Consolidated Rules of Practices Governing the Administrative Assessment of Civil Penalties and the Revocation or Suspension of Permits, 40 CFR Part 22, 45 Fed. Reg. 24360 (April 9, 1980) (a copy of which accompanies this Complaint, Compliance Order, and Notice of Opportunity for Hearing), you have the right to request a hearing to contest any material fact set out in the Complaint, or to contest the appropriateness of the proposed penalty, or the terms of the Compliance Order. (Consistent with the provisions of Section 3008(b) of the Act, the hearing provided will be noticed and open to the general public, should you specifically request such a public hearing. In the absence of such a specific request, however, public notice of a scheduled hearing will not be published.)

To avoid being found in default, and having the proposed civil penalty assessed and the Compliance Order confirmed without further proceedings, you must file a written answer to the Complaint, which may include a request for a hearing. Your answer (if any) must be addressed to the Regional Hearing Clerk, U.S. Environmental Protection Agency, Region II, 26 Federal Plaza, New York, New York, 10278, and must be filed within thirty (30) days of your receipt of this Complaint, Compliance Order, and Notice of Opportunity for Hearing. Your answer must clearly and directly admit, deny or explain each of the factual allegations contained in the Complaint, and should contain (1) a clear statement of the facts which constitute the grounds of your defense, and (2) a concise statement of the contentions which you intend to place in issue at the hearing.

The denial of any material fact, or the raising of any affirmative defense, will be construed as a request for a hearing. Failure to deny any of the factual allegations in the Complaint will be deemed to constitute an admission of the undenied allegations. Your failure to file a written answer within thirty (30) days of receipt of this instrument will be deemed to represent your admission of all facts alleged in the Complaint, and a waiver of your right to a formal hearing to contest any of the facts alleged by the Complainant. Your default will result in the final issuance of the Compliance Order, and assessment of the proposed civil penalty, without further proceedings.

INFORMAL SETTLEMENT CONFERENCE

Whether or not you request a hearing, the EPA encourages settlement of this proceeding consistent with the provisions of the Act. At an informal conference with a representative of the Complainant you may comment on the charges and provide whatever additional information you feel is relevant to the disposition of this matter, including any actions you have taken to correct the violation, and any other special circumstances you care to raise. The Complainant has the authority to modify the amount of the proposed penalty, where appropriate, to reflect any settlement agreement reached with you in such conference, or to recommend that any or all of the charges be dismissed, if the circumstances so warrant. Your request for an informal conference and other questions that you may have regarding this Complaint, Compliance Order, and Notice of Opportunity for Hearing should be directed to:

Stanley Siegel, (212)264-9638

Please note that a request for an informal settlement conference does not extend the thirty (30) day period during which a written answer and request for a hearing must be submitted. The informal conference procedure may be pursued as an alternative to or simultaneously with the adjudicatory hearing procedure. However, no penalty reduction will be made simply because such a conference is held. Any settlement which may be reached as a result of such conference will be embodied in a written Consent Agreement and Final Compliance Order to be issued by the Regional Administrator of EPA, Region II, and signed by you or your representative. Your signing of such Consent Agreement would constitute a waiver of your right to request a hearing on any matter stipulated to therein.

RESOLUTION OF THIS PROCEEDING WITHOUT HEARING OR CONFERENCE

Instead of filing an answer requesting a hearing or requesting an informal settlement conference, you may choose to sign the attached Consent Agreement and Consent Order, and to comply with the terms and pay the proposed penalty set out therein. The Consent Agreement and penalty constitutes a proposed final settlement of the action instituted by this Complaint. The settlement proposal is contingent upon acceptance by Respondent within a thirty (30) day period after Respondent's receipt of this Complaint. A request for an informal settlement conference, a filing of an Answer, or a request for a Hearing will all constitute a rejection of the proposal. The penalty offer is calculated at a rate of one hundred dollars ($100.00) per month per violation, and represents the minimum settlement which Complainant will accept taking into account the nature of the violation and the good faith efforts of Respondent to settle the manner expeditiously. NOTE: For violations which continue beyond the thirty (30) day period, EPA will offer to settle for no less than five hundred dollars ($500.00) per each additional month per violation. Failure to accept this settlement proposal will constitute a rejection. In the event that the proposal is rejected for any reason, EPA will continue to pursue the action initiated by this Complaint in full

conformance with established Agency policy of settling penalties at no less than sixty percent (60%) of the original assessment.

DATED: New York, New York
September 8, 1983

COMPLAINANT:

CONRAD SIMON
Director
Air and Waste Management Division
Environmental Protection Agency
Region II

TO: Joseph M. Pufahl, President
300 Pleasure Drive
Riverhead, New York 11901

cc: Laurens Vernon
Compliance Counsel
New York State Department of Environmental Conservation

cc: David Mafrici
Bureau of Hazardous Waste Operations
New York State Department of Environmental Conservation

CERTIFICATE OF SERVICE

This is to certify that on the 12th day of SEPTEMBER, 1983 I served a true and correct copy of the foregoing Complaint by certified mail to Joseph M. Pufahl, 300 Pleasure Drive, Riverhead, New York 11901.
I handcarried the original foregoing Complaint to the Regional Hearing Clerk.

Marya Tassy
Clerk Typist

EPA HWCB

RCRIS NOTIFICATION DATA DISCREPANCY FORM

this data is in RCRIS under this ID #

MOVED

SEP 29 1999

Information from RCRIS NO LONGER

Facility Name: Suffolk Etched Products
Facility EPA ID Number: NYD 061958591
Facility Address: 300 Pleasure Dr.
City: Riverhead St: NY Zip:
Mailing Address: Same
City: St: Zip:
Facility Contact: N/A Phone: - -
Owner/Operator:
SIC Code(s):
Waste Codes:
Generator Status (LQG/SQG)
Other: No longer operating at this location (since 1981)

New Information (make change to "E" record only)

Facility Name: (New facility) Graphics of Peconic
Facility EPA ID Number: NYD065945495
Facility Address: 300 Pleasure Dr.
City: Riverhead St: NY Zip:
Mailing Address: Same
City: St: Zip:
Facility Contact: Dick Falcone Phone: 516-727-6400
Owner/Operator: Same
SIC Code(s): Printing
Waste Codes:
Generator Status (LQG/SQG) SQG
Other:

In response to this request, please modify RCRIS Handler Notification Data for the following:

General Generator Information:

	Facility Name		EPA ID Number
	Facility Address		Mailing Address
	Facility Contact		Phone
	SIC Code(s)		Waste Code(s)
	Other		

Add/Change Generator Status Codes:

C	#	
	1	conditionally exempt Small Quantity Generator
	2	Definitionally Excluded Wastes
	3	Delisted Wastes
	4	One-time Hazardous Waste Generator
	5	Periodic Hazardous Waste Generator
	6	No longer Generates HW; Still in Business
✓	7	No longer Generates HW; Out of Business
	8	Never Generated Hazardous Waste
	9	ID Number to Transport Non-Hazardous Waste
	10	Regulated Under Another ID Number(s) (list below)

Contact: PClapp Phone: 4129
Effective Date of Change: 9/27/99

Philip Flax 9/29/99
John Gorman Chief NYCS Date

distributed 7/8/99

RCRARep Handler Detail Report

Report run on: October 26, 2015 1:54 PM

Facility Information

ID / Dist	Name / Location Address ...	County	Regulated Activity
NYD061958591	SUFFOLK ETCHED PRODUCTS INC		
NYSDEC R1	300 PLEASURE DR RIVERHEAD NY 11901-4923	SUFFOLK	

Other State Interests

-State Same as Federal

Sources Overwritten Prior to 2001 (before RCRA kept history for activity/address/contact)

01/01/07 I State/EPA
01/01/06 I State/EPA
07/08/99 I State/EPA
05/11/84 N Notification
08/07/81 A Part A

Extract Flag

All data for this Handler is released to the Public (except any enforcement-sensitive CME data)

Activity Location

Handler Module Data for NY State only

Location Address

01/01/07 State/EPA 300 PLEASURE DR
SUFFOLK (NY103)
RIVERHEAD, NY 119014923
State District: NYSDEC R1
Land Type: ()

North American Industrial Classification (NAICS)

01/01/07 State/EPA 33991
08/07/81 Part A 33991

33991 JEWELRY AND SILVERWARE MANUFACTURING

Mailing Address

01/01/07 State/EPA 1556 W MAIN ST
RIVERHEAD, NY 11901

Contact

05/11/84 Notification JOSEPH PUFAHI
300 PLEASURE DR
RIVERHEAD, NY 119014923
Phone: (516)727-8860

08/07/81 Part A JOSEPH PUFAHI
300 PLEASURE DR
RIVERHEAD, NY 11901
Phone: (516)727-8860

Legal Owner/Operator of Site

01/01/07 State/EPA Current Owner from -
SUFFOLK ETCHED PRODUCTS INC (Private)
300 PLEASURE DR
RIVERHEAD, NY 11901

NYD061958591

Legal Owner/Operator of Site

Phone: (516)727-8860
Notes: This record created to coincide with EPA Mass Update for 01/01/2007 on Rundate: 06/11/2008

01/01/07 State/EPA
Current Operator from -
SUFFOLK ETCHED PRODUCTS INC (Private)
300 PLEASURE DRIVE
OPERCITY, NY 99999
Phone: (516)727-8860
Notes: This record created to coincide with EPA Mass Update for 01/01/2007 on Rundate: 06/11/2008

05/11/84 Notification
Current Owner from -
SUFFOLK ETCHED PRODUCTS INC (Private)
300 PLEASURE DR
RIVERHEAD, NY 11901
Phone: (516)727-8860

08/07/81 Part A
Current Operator from -
SUFFOLK ETCHED PRODUCTS INC (Private)
300 PLEASURE DRIVE
OPERCITY, NY 99999
Phone: (516)727-8860

Regulated Hazardous Waste Activities

01/01/07 State/EPA
Federal Not a Generator
State Same as Federal
No RCRA Transport

01/01/06 State/EPA
Federal Not a Generator
State Same as Federal
Transporter of RCRA Hazardous Waste

07/08/99 State/EPA
Federal Not a Generator
Transporter of RCRA Hazardous Waste

05/11/84 Notification
Federal Large Quantity Generator
Transporter of RCRA Hazardous Waste

08/07/81 Part A
Federal Not a Generator
No RCRA Transport

Waste Codes

05/11/84	Notification	D002	F001	F007	F009	U226
08/07/81	Part A	F001	F007	F009		

D002 CORROSIVE WASTE

F001 THE FOLLOWING SPENT HALOGENATED SOLVENTS USED IN DEGREASING: TETRACHLOROETHYLENE, TRICHLORETHYLENE, METHYLENE CHLORIDE, 1,1,1-TRICHLOROETHANE, CARBON

NYD061958591

Waste Codes

TETRACHLORIDE AND CHLORINATED FLUOROCARBONS; ALL SPENT SOLVENT MIXTURES/BLENDS USED IN DEGREASING CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE HALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F002, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

F007 SPENT CYANIDE PLATING BATH SOLUTIONS FROM ELECTROPLATING OPERATIONS.

F009 SPENT STRIPPING AND CLEANING BATH SOLUTIONS FROM ELECTROPLATING OPERATIONS IN WHICH CYANIDES ARE USED IN THE PROCESS.

U226 ETHANE, 1,1,1-TRICHLORO- (OR) METHYL CHLOROFORM

Certification

01/01/07	State/EPA	BRS-MANIFEST MASS UPDATE Signed: 01/01/07
01/01/06	State/EPA	BRS CYCLES 2001 2003 2005 BRS 2001 2003 2005 Signed: 01/01/06

FOIA Report of Non-Sensitive Compliance Monitoring and Enforcement Data

Report run on: October 23, 2015 - 3:56 PM

Version 5.0

User Selection Criteria

Location:	New York, all activities	**Activity Location:**	None Chosen
Handler ID:	NYD061958591	**Group of IDs:**	None Chosen
Handler Name:			
Handler Universe:	All Facilities Regardless of Universe		
Determined Date Range:	From: 10/01/1980 To: 10/23/2015		
Location County Code:	None Chosen	**Evaluation Type:**	
Location City:		**Focus Area:**	
Location Zip Code:		**Violation Type:**	
State District:	None Chosen	**Display Code Descrip.:**	Yes
Sort Order:	Region, State, Handler Name	**Display Universes:**	Yes

Results

Data meeting the criteria you selected follows.

Total Pages:4 Total Handlers:1

Report Description

This report presents available information from the Resource Conservation and Recovery Act Information System (RCRAInfo) about compliance evaluations, violations, and enforcement actions meeting the criteria supplied by the user. Evaluations showing no violations does not always indicate that no violations were determined. Violation without enforcement actions does not always mean no enforcement action will be issued. In order to avoid releasing enforcement sensitive information to the public the following information is not shown on the report: pending civil / judicial referrals, criminal actions and referrals, and State to EPA referrals; all other enforcement actions are released.

Report Information

Name:	cme_foia.rdf
Developed by:	EPA Headquarters, Office of Enforcement and Compliance Assurance
Deployed:	June 2006
Last Updated:	May 2012
Contact:	rcrainfo.help@epa.gov
Tables Used:	cmecomp3, ccitation3, hreport_univ5, lu_citation, lu_state, hid_groups
Libraries:	none

FOIA Report of Non-Sensitive Compliance Monitoring and Enforcement Data

Report run on: October 23, 2015 - 3:56 PM

SUFFOLK ETCHED PRODUCTS INC County Name / Code: SUFFOLK / NY103 **NYD061958591**

Location: 300 PLEASURE DR; RIVERHEAD, NY 11901-4923 **REGION 02**

Mailing: 1556 W MAIN ST; RIVERHEAD, NY 11901

Activity Location: NY | State District: NYSDEC R1 | Accessibility: | Non-Notifier: | Extract Flag: Y | Active Site: N

Generator: N | Transporter: N | Operating TSDF: ------ | IC In Place: N | EI Indicator (HE / GW): N / N
Short-Term Gen: N | Transfer Facility: N | Offsite Receiver: N | HSM: N | Subpart K: ----
Full Enforcement: ------ | Converter: ------ | State Unaddressed SNC: N | EPA Unaddressed SNC: N
CA Wrkld: N | State TSDF: ------ | State Addressed SNC: N | EPA Addressed SNC: N
Active State Gen: N | State SNC w/Comp Sched: N | EPA SNC w/Comp Sched: N

Violation: Activity Location: NY | Type: 262.A | Determined Date: 01/31/1983 | Determined by Agency: EPA | Responsible Agency: EPA
Scheduled Compliance Date: 01/24/1986 | Actual Compliance Date: 08/07/1987 | RTC Qualifier: OBSERVED | Sequence Number: 5001

FRR Evaluation 01/31/1983 | Activity Location: NY | By: EPA | Identifier: 001 | Person: R2ME | Branch: | Found Violation: YES
Citizen Complaint: NO | Multimedia Inspection: NO | Sampling: NO | Not Subtitle C: NO | Day Zero: | Focus Area:

Enforcement: Activity Location: NY | Type: 310 | Action Date: 12/24/1985 | Identifier: 001
Docket: 02-86-0411 | Agency: EPA | Responsible Person: R2ME | Branch:
Penalty Information: Proposed: | Final Monetary: $2,000 | Collected: $2,000 | Total Final: $2,000
CA Component: N | Disposition Status: | Appeal Initiated: | Appeal Resolved:

Enforcement: Activity Location: NY | Type: 210 | Action Date: 09/12/1983 | Identifier: 002
Docket: | Agency: EPA | Responsible Person: R2ME | Branch:
Penalty Information: Proposed: $15,000 | Final Monetary: | Collected: | Total Final:
CA Component: N | Disposition Status: | Appeal Initiated: | Appeal Resolved:

Evaluations With No Violations:

CEI Evaluation 09/27/1999 | Activity Location: NY | By: EPA | Identifier: 000 | Person: R2PFC | Branch: RCB | Found Violation: NO
Citizen Complaint: NO | Multimedia Inspection: NO | Sampling: NO | Not Subtitle C: NO | Day Zero: | Focus Area:

CEI Evaluation 03/03/1998 | Activity Location: NY | By: EPA | Identifier: 000 | Person: R2PFC | Branch: RCB | Found Violation: NO
Citizen Complaint: NO | Multimedia Inspection: NO | Sampling: NO | Not Subtitle C: NO | Day Zero: | Focus Area:

CEI Evaluation 12/12/1985 | Activity Location: NY | By: State | Identifier: 002 | Person: NYDEC | Branch: | Found Violation: NO
Citizen Complaint: NO | Multimedia Inspection: NO | Sampling: NO | Not Subtitle C: NO | Day Zero: | Focus Area:

Total Number of Handlers: 1
Total Number of Activity Locations: 1

*** End of Report ***

* Note: Penalty amount may not reflect all violations cited.

Description of codes used on the report:

Universes	Description of Universes
Generator	Indicates that the facility is a Large Quantity Generator (LQG), Small Quantity Generator (SQG), Conditionally Exempt Small Quantity Generator (CEG), or not a generator (N).
Transporter	Indicates that the facility Transports waste subject to RCRA regulations. ('Y' indicates that the facility is in this universe).
Operating TSDF	Indicates that the facility is a Treatment, Storage or Disposal facility subject to any type of enforcement. It then specifies the type of facility (L - Land Disposal; I - Incinerator; B - BIF; S - Storage; T - Treatment)
IC in Place	Indicates that the facility has Institutional Controls in place. ('Y' indicates that the facility is in this universe).
EI Indicator (HE / GW)	Indicates that the facility has controls in place for Environmental Indicators. HE - Human Exposures ('+' indicates the exposure exists and is under control; '-' indicates the exposure exists and is not under control; 'N' indicates the exposure does not exist) GW - Groundwater Release ('+' indicates the exposure exists and is under control; '-' indicates the exposure exists and is not under control; 'N' indicates the exposure does not exist)
Short-Term Gen	Indicates that the facility is a short term or one time event generator and not generating from ongoing processes.
Transfer Facility	Indicates that the facility transfers hazardous waste.
Offsite Receiver	Indicates that the facility, whether public or private, currently accepts hazardous waste from another site (site identified by a different EPA ID).
HSM	Indicates that the facility manages hazardous secondary material(s) (e.g. spent material, by-product or sludge) that when discarded, would be identified as hazardous waste.
Subpart K	Indicates that the facility has opted into the subpart K laboratory rule. It then specifies the type of facility (C - College or University; H - Teaching Hospital; N - Non-profit Research Institute; W - withdrawal from the rule)
Full Enforcement	Indicates that the facility is a Treatment, Storage or Disposal facility which is part of the Full Enforcement universe. It then specifies the type of facility (L - Land Disposal; I - Incinerator; B - BIF; S - Storage; T - Treatment)
CA Workload	Indicates that the facility is part of the Corrective Action Workload universe. ('Y' indicates that the facility is in this universe).
Active State Gen	Indicates that the facility is an Active State Generator. ('Y' indicates that the facility is in this universe).
Converter	Indicates that the facility is a Converter Treatment, Storage or Disposal facility. It then specifies the type of facility (L - Land Disposal; I - Incinerator; B - BIF; S - Storage; T - Treatment)
State TSDF	Indicates that the facility is a State Treatment, Storage or Disposal facility. It then specifies the type of facility (L - Land Disposal; I - Incinerator; B - BIF; S - Storage; T - Treatment)
State Unaddressed SNC	Indicates that the facility is a State Unaddressed Significant Non-Complier. ('Y' indicates that the facility is in this universe).
State Addressed SNC	Indicates that the facility is a State Addressed Significant Non-Complier. ('Y' indicates that the facility is in this universe).
State SNC w/ Compl. Sched	Indicates that the facility is a State Significant Non-Complier with a Compliance Schedule. ('Y' indicates that the facility is in this universe).
EPA Unaddressed SNC	Indicates that the facility is an EPA Unaddressed Significant Non-Complier. ('Y' indicates that the facility is in this universe).
EPA Addressed SNC	Indicates that the facility is an EPA Addressed Significant Non-Complier. ('Y' indicates that the facility is in this universe).
EPA SNC w/ Compl. Sched	Indicates that the facility is a EPA Significant Non-Complier with a Compliance Schedule. ('Y' indicates that the facility is in this universe).

* Note: Penalty amount may not reflect all violations cited.

Description of codes used on the report:

ACCESSIBILITY - indicates the reason why the handler is not accessible for normal RCRA tracking and processing (previously called Bankrupt Indicator):

Code	Description
B	indicates that the handler has filed for bankruptcy and bankruptcy litigation is in process.
C	indicates that all RCRA responsibilities for permitting/closure, corrective action, and compliance monitoring and enforcement at the facility have been formally transferred to the CERCLA program or state equivalent.
F	indicates that all responsible parties (owners/operators) for the handler have fled the country or are otherwise not available for prosecution.
L	indicates that the handler's case is tied up in litigation to the extent that further progress in achieving RCRA compliance through normal enforcement is not possible.

NON-NOTIFIER - indicates that the handler has been identified through a source other than Notification and is suspected of conducting RCRA-regulated activities without proper authority:

Code	Description
E	indicates that the handler was initially a non-notifier, subsequently determined to be exempt from requirements to notify.
O	indicates that the handler is a former non-notifier.
X	indicates that the handler is a non-notifier.

Violation Type	Description
262.A	GENERATORS - GENERAL

Evaluation Type	Type Description
CEI	COMPLIANCE EVALUATION INSPECTION ON-SITE
FRR	FINANCIAL RECORD REVIEW

Enforcement Type	Enforcement Description
210	INITIAL 3008(A) COMPLIANCE
310	FINAL 3008(A) COMPLIANCE ORDER

* Note: Penalty amount may not reflect all violations cited.