



March 8, 2006

Derek E. Chase
Director
Environmental Affairs

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Re: Offer to Conduct In-door Air Mitigation at

Dear

This is a follow up to my letter dated March 6, 2006 which outlined the change in approach Emerson is undertaking related to indoor air testing and mitigation of homes in the South Hill community. As stated in that letter, Emerson is offering to install a vapor mitigation system in any residence in which trichloroethylene (TCE) has been detected at levels at or above a concentration of 0.8 micrograms per cubic meter ($\mu\text{g}/\text{m}^3$) in at least one sampling event. As you may know, this threshold level is substantially below the state regulatory level of 5 $\mu\text{g}/\text{m}^3$. Emerson also has discussed this approach with the New York State Department of Conservation and the New York State Department of Health (NYSDOH).

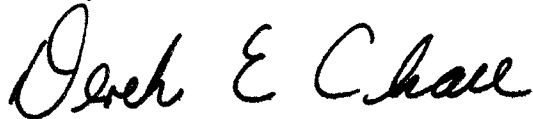
On December 12, 2005, I sent to you the results of the indoor air monitoring conducted at . I have enclosed a copy of these results for your easy reference. The results show that, on at least one occasion, the concentration of trichloroethylene met or exceeded the level of 0.8 $\mu\text{g}/\text{m}^3$.

I have attached a figure showing a typical mitigation system installation. The vapor mitigation system will be similar to a radon mitigation system and conform to the guidance issued by the NYSDOH titled "Guidance for Evaluating Soil Vapor Intrusion in the State of New York, February 2005." I have also enclosed an access agreement for you to review and sign, entitled "Landlord's Agreement for Access to Property and Structure for Mitigation System Installation." This agreement allows Emerson, as well as its authorized representative, access to your residence in order to design and install a mitigation system and to do the post installation monitoring. The installation of the vapor mitigation system, as well as the post installation monitoring, will be completed at no cost to you. Emerson will demonstrate the effectiveness of the vapor mitigation system in one round of post installation sampling which confirms that the levels of TCE in the indoor air samples are below 0.8 $\mu\text{g}/\text{m}^3$. After this confirmatory round of sampling, Emerson will verify the continued effectiveness of the mitigation system through vacuum measurements approximately once every eighteen months. The measurements will not require access to the interior of the house. If a problem is detected with the operation of the vapor mitigation system, Emerson will be responsible for the repair or replacement of the system. This testing will continue until the New York Department of Health determines that further testing is not necessary.

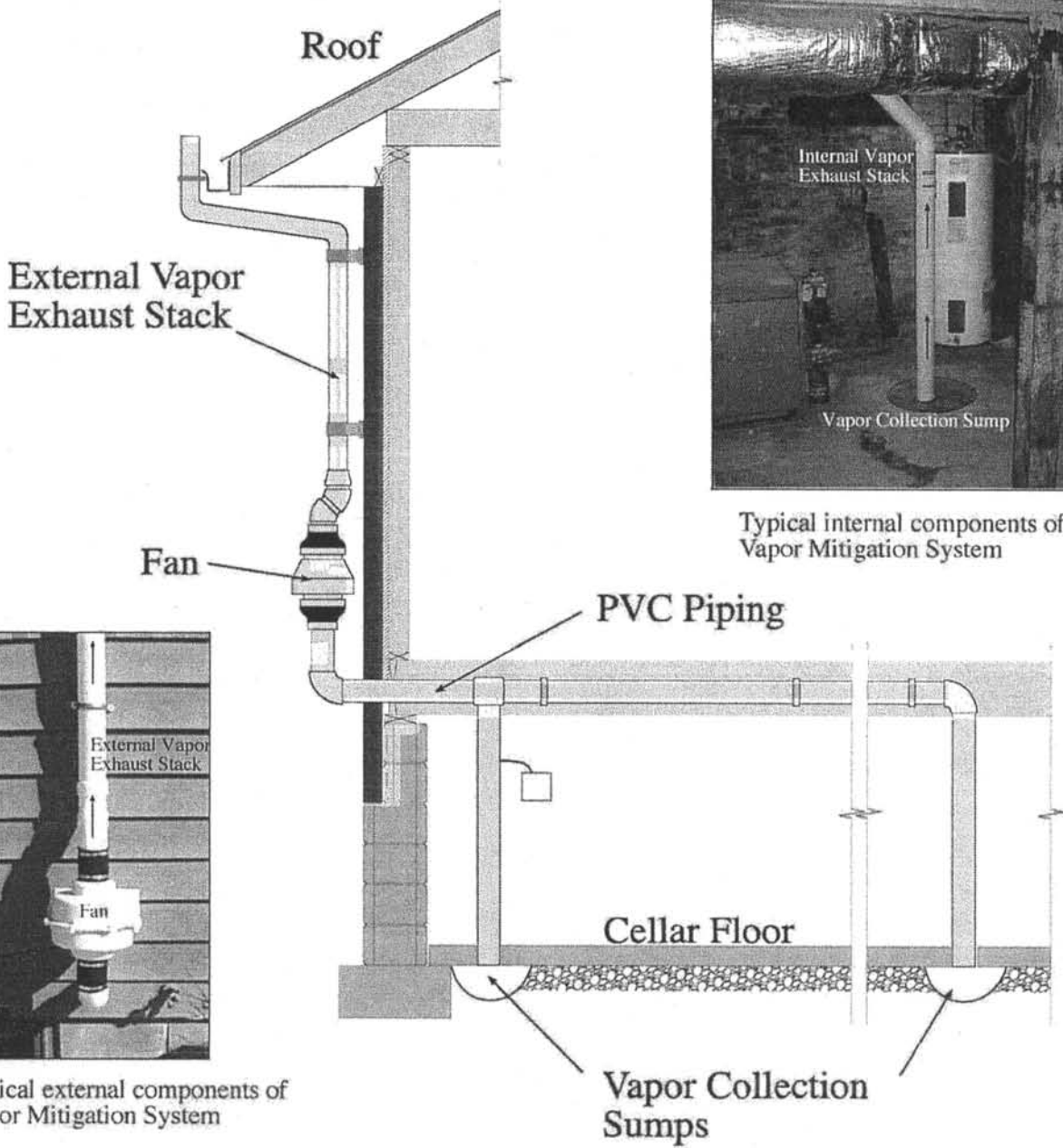
As your property is leased to a tenant, we will also need your tenant to review and sign the access agreement that we have enclosed, entitled "Tenant's Agreement for Access to Property and Structure for Mitigation System Installation." Please note that we will only be able to install a mitigation system or perform vacuum measurements on your leased property if you and your tenant both sign access agreements.

Please review the access agreement, and if you have any questions, please do not hesitate to contact me at 866-265-0634. Upon receipt of your signed access agreement, I shall ask our consultant, Environmental Strategies Corporation, to contact you so that the system design phase can begin as soon as possible.

Sincerely,

A handwritten signature in black ink that reads "Derek E. Chase". The signature is written in a cursive style with a large initial 'D'.

Derek E. Chase
Director Environmental Affairs



ENVIRONMENTAL STRATEGIES CONSULTING LLC
 11911 FREEDOM DRIVE SUITE 900
 RESTON, VIRGINIA 20190
 (703) 709-6500

Components of Vapor Mitigation System
 Emerson Power Transmission
 Ithaca, New York

127491126.DWG

**LANDLORD'S AGREEMENT FOR ACCESS TO PROPERTY AND STRUCTURE
FOR MITIGATION SYSTEM INSTALLATION**

I, _____ (Landlord's Name), agree to allow Emerson Electric Co. and its authorized representatives (including subcontractors) (collectively, "Emerson") to enter my property and the dwelling located thereon, which I lease to a third party ("Tenant") located at _____ (address) in Ithaca, New York for the purpose of installing a vapor mitigation system. This access is granted to allow Emerson to perform activities related to achieving air samples in my home with trichloroethylene ("TCE") levels of 0.8 $\mu\text{g}/\text{m}^3$ or below. This access is also granted to allow Emerson to perform vacuum monitoring on my property subsequent to the achievement of ("TCE") levels measuring 0.8 $\mu\text{g}/\text{m}^3$ or below.

The access I grant in this agreement will continue until the New York State Department of Health determines and informs Emerson that vacuum monitoring is no longer necessary. I understand that Emerson will make all reasonable attempts to minimize damage to my property and the dwelling located thereon while installing and maintaining the mitigation system and while performing vacuum monitoring subsequent to installation. I also understand that Emerson will make all reasonable attempts to repair any damage it causes to my property or the dwelling located thereon while installing and maintaining the mitigation system or while performing vacuum monitoring subsequent to installation.

I will, to the extent practicable, not interfere or tamper with, nor allow any persons entering my property or the dwelling located thereon to interfere or tamper with, any portion of the mitigation system or vacuum monitoring equipment installed by Emerson. I agree to prevent, to the extent possible, Tenant from interfering or tampering with any portion of the mitigation system or vacuum monitoring equipment installed by Emerson. I agree to be financially responsible for any damage sustained by the mitigation system or vacuum monitoring equipment installed by Emerson as a result of interference or tampering by myself, Tenant, or any persons allowed to enter my property or the dwelling located thereon.

All information related to vapor mitigation and vacuum monitoring activities will be provided to the property owner, the New York State Department of Health, and the New York State Department of Conservation.

I have read and understand the above and agree to allow Emerson access onto my property for the purposes stated above. I understand that by signing this I am not waiving any claims I may have against Emerson or any other party.

Signature of Landlord

Date

Name of Landlord (print)

Daytime Phone Number

Mailing Address (Include City, State, and Zip Code)

_____ Please (X) here if you do not want to grant access to your property.

**TENANT'S AGREEMENT FOR ACCESS TO PROPERTY AND STRUCTURE
FOR MITIGATION SYSTEM INSTALLATION**

I, _____ (Tenant's Name), agree to allow Emerson Electric Co. and its authorized representatives (including subcontractors) (collectively, "Emerson") to enter the property and dwelling that I lease from _____ ("Landlord"), located at _____ (address) in Ithaca, New York for the purpose of installing a vapor mitigation system. This access is granted to allow Emerson to perform activities related to achieving air samples in my home with trichloroethylene ("TCE") levels of 0.8 $\mu\text{g}/\text{m}^3$ or below. This access is also granted to allow Emerson to perform vacuum monitoring on my property subsequent to the achievement of ("TCE") levels measuring 0.8 $\mu\text{g}/\text{m}^3$ or below.

The access I grant in this agreement will continue until my lease is terminated or the New York State Department of Health determines and informs Emerson that vacuum monitoring is no longer necessary. I understand that Emerson will make all reasonable attempts to minimize damage to the property and dwelling that I lease from Landlord while installing and maintaining the mitigation system and while performing vacuum monitoring subsequent to installation. I also understand that Emerson will make all reasonable attempts to repair any damage it causes to the property or dwelling that I lease from Landlord while installing and maintaining the mitigation system or while performing vacuum monitoring subsequent to installation.

I will, to the extent practicable, not interfere or tamper with, nor allow any persons entering the property or dwelling that I lease from Landlord to interfere or tamper with, any portion of the mitigation system or vacuum monitoring equipment installed by Emerson.

All information related to vapor mitigation and vacuum monitoring activities will be provided to Landlord, the New York State Department of Health, and the New York State Department of Conservation.

I have read and understand the above and agree to allow Emerson access onto the property and dwelling that I lease from Landlord for the purposes stated above. I understand that by signing this I am not waiving any claims I may have against Emerson or any other party.

Signature of Tenant

Date

Name of Tenant (print)

Daytime Phone Number

Mailing Address (Include City, State, and Zip Code)

_____ Please (X) here if you do not want to grant access to your property.