

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
STATE SUPERFUND PROGRAM
ECL §27-1301 *et seq.*

In the Matter of a Remedial Program for

ORDER ON CONSENT

DEC Site Name: Lawrence Aviation Industries

DEC Site No.: 152016

Site Address: Sheep Pasture Road
Port Jefferson Station

Index No.

CO 1-20251105-378

Hereinafter referred to as "Site"

by: Lawrence Aviation Solar Farm, LLC
Lawrence Aviation Estate, LLC

Hereinafter referred to as "Respondents"

1. The New York State Department of Environmental Conservation ("Department") is responsible for inactive hazardous waste disposal site remedial programs pursuant to Article 27, Title 13 of the Environmental Conservation Law ("ECL") and Part 375 of Title 6 of the Official Compilation of Codes, Rules and Regulations ("6 NYCRR") and may issue orders consistent with the authority granted to the Commissioner by such statute.
2. The Department is responsible for carrying out the policy of the State of New York to conserve, improve and protect its natural resources and environment and control water, land, and air pollution consistent with the authority granted to the Department and the Commissioner by Article 1, Title 3 of the ECL, and Resource management under Article 27, Title 6 of the ECL Part 375 of 6 NYCRR.
3. This Order is issued pursuant to the Department's authority under, *inter alia*, ECL Article 27, Title 13 and ECL 3-0301, and resolves Respondents' liability, if any, to the State as provided at 6 NYCRR 375-1.5(b)(5).
4. The Site is listed in the Registry of Inactive Hazardous Waste Disposal Sites in New York State (the "Registry") as Site Number 152016, with a Classification of 04 pursuant to ECL 27-1305.
5. "Site" for purposes of this Order shall mean the Lawrence Aviation Industries Site, which totals approximately 126 acres as per the Suffolk County Tax Map.

6. The United States Environmental Protection Agency (“EPA”) listed the Site on the National Priorities List (“NPL”) on March 6, 2000, and the EPA addressed contamination at the Site through a combination of removal and remedial actions.
7. EPA selected a preferred remedy that addressed contaminated soil, sediment, and groundwater at the Site, which was presented in a Record of Decision (“ROD”) that was signed on September 29, 2006. EPA completed the soil and sediment remedies, which included excavation and off-site disposal of approximately 550 tons of contaminated material, in March 2011. The groundwater remedy included the installation of two (2) groundwater extraction and treatment (“GWE&T”) systems: one at the LAI industrial facility and one at the Old Mill Pond (“OMP”), and in situ chemical oxidation (ISCO) injections at the LAI onsite source area.
8. EPA partially delisted the land and soils at Site from the NPL, subject to compliance with institutional controls and a Site Management Plan.
9. After EPA’s partial delisting, the Department reclassified the Site on the Registry to Class 4 (i.e., site has been properly closed but that requires continued site management).
10. Respondent Lawrence Aviation Estate, LLC (“Solar Owner”) represents that, pursuant to a Purchase, Sales and Development Agreement, dated as of December 22, 2023, as amended, it is acquiring ownership of the LAE Site (as defined in Section I below) in order to lease the Solar Project Site (as defined in Section I below) to Respondent Lawrence Aviation Solar Farm, LLC (“Solar Tenant”) and facilitate the installation of solar energy generating infrastructure at the Solar Project Site, and Solar Owner has no connection with any contamination now or previously at the Site.
11. Solar Tenant represents that it is entering into a lease with Solar Owner in order to install solar energy generating infrastructure at the Solar Project Site, and Solar Tenant has no connection with any contamination now or previously at the Site.
12. Respondents and the Department agree that the primary goals of this Order are to facilitate Solar Tenant’s solar energy development at the Solar Project Site, and to memorialize the obligations of Respondents to ensure that existing remedial measures, including engineering and institutional controls, are not impacted and their effectiveness is not reduced by Respondents’ activities at the property, and if such harm or reduced effectiveness results from Respondents’

activities, Respondents' obligations to perform corrective action to ensure the protection of public health and the environment, bring remedial measure back to full capacity, and remediate as necessary any release of hazardous waste at or from the Solar Project Site.

13. Each Respondent consents to the issuance of this Order without (i) an admission or finding of liability, fault, wrongdoing, or violation of any law, regulation, permit, order, requirement, or standard of care of any kind whatsoever; (ii) an acknowledgment that there has been a release or threatened release of hazardous waste caused by such Respondent at or from the LAE Site; and/or (iii) an acknowledgment that a release or threatened release of hazardous waste at or from the LAE Site constitutes a significant threat to the public health or environment, except as governed by any other agreement, consent order, consent decree, settlement, or other document.
14. Solely regarding the matters set forth below, each Respondent hereby waives any right to a hearing as may be provided by law, consents to the issuance and entry of this Order, and agrees to be bound by its terms. Each Respondent consent to and agrees not to contest the authority or jurisdiction of the Department to issue or enforce this Order and agrees not to contest the validity of this Order or its terms or the validity of data submitted to the Department by such Respondent pursuant to this Order. The Department and Respondents (the "Parties") recognize that this Order is mutually acceptable, fair, reasonable, and in the public interest.

NOW, having considered this matter and being duly advised, **IT IS ORDERED THAT:**

I. Real Property

A. The site subject to this Order has been assigned number 152016 and, consists of approximately 36.995 acres, and is further described as follows (the "LAE Site"):

District 200 Section 159 Block 1 Lot 26
District 200 Section 159 Block 2 Lot 19
District 200 Section 159 Block 2 Lot 22
District 200 Section 159 Block 2 Lot 8.001

Site Address: Sheep Pasture Road, Port Jefferson Station, Town of
Brookhaven

B. The portion of the LAE Site to be leased to Solar Tenant (the “Solar Project Site”) is a portion of District 200, Section 159, Block 2, Lot 19, consisting of approximately 33.335 acres, as more particularly described in the legal description attached as Exhibit “B”

II. Respondents Obligations

A. Respondents shall not interfere with or cause to be interfered with any and all obligations of any entity under any and all agreements, orders, decrees, plans, governing documents, regulations, and statutes related to the LAE Site.

B. Respondents shall not interfere with or cause to be interfered with any and all engineering controls (“ECs”), now on the LAE Site or placed on the LAE Site in the future, and allow said ECs to be operated and maintained, and inspected at a frequency and in a manner as specified in the Site’s Site Management Plan (“SMP”).

C. Each Respondent shall ensure all environmental or public health monitoring required related to its activities (if any) at the LAE Site be performed in accordance with the Site’s SMP. All data and information must be reported at the frequency and in the manner as defined in the Site’s SMP.

D. Each Respondent shall ensure that any of its activities that may affect the remedy must be conducted in a manner not to diminish the effectiveness of the remedy in any way.

E. Each Respondent shall ensure that no actions by such Respondent or any entity on or at the LAE Site as a result of such Respondent’s actions, whether accessing, working, or otherwise, diminish the effectiveness off, damage, interfere with, or in any way negatively affect the remedy.

F. All activities at the LAE Site must be conducted in accordance with the Site’s SMP.

G. In the event that a Respondent undertakes any activity at the LAE Site that causes ground disturbance—such as digging, trenching, drilling, or any other subsurface penetration—such Respondent shall provide written notice to the Department at least thirty (30) days prior to commencing such activities at the LAE Site. If such activities are required due to an emergency necessitating immediate action, such Respondent shall notify the Department as soon as practicable under the circumstances.

H. Access to the LAE Site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner and Respondents.

1. The Department, its employees, and its other representatives shall have access to and be able to observe any and all activities at the LAE Site, including but not limited to those related to renewable energy infrastructure, generation, development, transmission, and other related activities.

2. Access to the Department, its employees, or its other representatives shall be provided for the implementation of response actions at and near the LAE Site under applicable federal and state law, including but not limited to all activities authorized under ECL §§ 27-1309(3) – (4) and ECL § 27-1313(8). The Department retains all its authorities and rights, including enforcement authorities thereto, under CERCLA, Article 27, Title 13 of the ECL or pursuant to any other provision of state or federal statutory or common law with respect to such access.

3. In the instance of a response to an imminent or actual threat to public health or the environment at or emanating from the LAE Site, the Department will make reasonable efforts to coordinate with Respondents and to provide notification of access within 24 hours of access to the LAE Site, or within 72 hours if such 24 hours is not possible.

I. In consideration of the public interest for the development of the renewable energy project at the Solar Project Site, the Department agrees to waive the reimbursement for State Costs as provided by 6 NYCRR 375-1.5 (b)(3)(i) related to the development, installation, generation, use, or otherwise related to renewable energy at the Solar Project Site.

J. In no way diminishing or contravening Respondents' obligations under law, each Respondent is responsible for and agrees to remedy and/or pay for any and all responses to such Respondent's activities that have, will, or may interfere with a proposed, ongoing, or completed remedial program at the LAE Site, including but not limited to damage to engineering controls. Respondents shall cooperate with the Department and, at Respondents' sole cost and expense, correct any such impacts and establish any controls reasonably required in connection with such corrective measures.

K. Each Respondent agrees to immediately stop work upon verbal or written notice from the Department if the Department suspects there are violations of this Order, significant interference with a proposed, ongoing, or completed remedial program at the LAE Site, and/or threats to public health or the environment. If verbal notice is provided, written notice shall follow within 24 hours. This work stoppage will be in place until the Department determines that violations have been cured or threats have been eliminated. For avoidance of doubt, such work stoppage shall not apply to work at the Solar Project Site in the event that any of the foregoing circumstances do not relate to the Solar Project Site.

L. Each Respondent shall provide plans as required in the sub-sections below.

1. Each Respondent shall provide design plans for review and approval 30 days before the start of any work by or on behalf of such Respondent at the LAE Site. This plan should include techniques and strategies for protecting the remedy, including any cover system, shall not interfere with the function of the existing remedial system nor shall it result in increased potential for erosion or unauthorized release gas at the LAE Site.

2. Each Respondent must provide final as-built plans with respect to its work at the LAE Site.

3. Each Respondent, with respect to its construction activities at the LAE Site, shall develop for Department approval a Health & Safety Plan to be in place during and following construction. Such Respondent shall coordinate with the Department to develop emergency contact information, reporting procedures, and a notification list.

4. Solar Tenant shall develop for Department approval a monitoring and maintenance plan for the solar energy gathering, generating, distribution, and other related infrastructure. Any plan must be submitted at least 30 days prior to the expected completion date of the solar installation. Alternatively, any existing Operation and Maintenance Plan shall be updated to include this requirement.

M. Each Respondent shall ensure that all design documents or plans relating to its construction activities at the LAE Site are stamped by a New York State licensed Professional Engineer.

N. Solar Tenant or its consultant or agent shall provide engineering oversight by a New York State licensed Professional Engineer during the construction of the solar energy generating infrastructure, including on-site oversight. Such oversight shall include, but not be limited to, adherence to design, conformance to construction plans, on-site monitoring of construction, and confirmation there is no damage to engineering controls or any other component of the remedy. For avoidance of doubt, the minimum degree of such oversight shall be that necessary for such engineer to affix a Professional Engineer stamp to the construction plans.

O. Respondents shall comply with any land use restrictions and institutional controls on the LAE Site or applicable portion thereof. If Respondents or their successors and assigns propose to change the use of the LAE Site, as applicable portion thereof, as defined in ECL 27-1317 and 6 NYCRR Part 375-2.2(a), the applicable Respondent(s) must comply with the notice requirements of 6 NYCRR Part 375-1.11(d).

P. Respondents shall exercise due care and shall comply with all applicable local, state and federal laws and regulations with respect to the existing contamination at the LAE Site. Respondents recognize that the implementation of the response actions at the LAE Site may interfere with Respondents' use of the LAE Site and may require closure of Respondents' operations or a part thereof. Respondents agree to cooperate fully with the Department in the implementation of response actions at the LAE Site and further agree not to interfere with such response actions. The Department agrees, consistent with its responsibilities under applicable law, to use reasonable efforts to minimize any interference with Respondents' operations by entry and implementation of response actions. In the event a Respondent becomes aware of any action or occurrence which causes or threatens a release of hazardous waste, pollutants or contaminants at or from the LAE Site that constitutes an emergency situation or may present an immediate threat to public health or the environment, such Respondent (to the extent it is in possession or control of the applicable portion of the LAE Site) shall immediately take appropriate action to prevent, abate or minimize such release or threat of release, and shall, in addition to complying with any applicable notification requirements, or any other law, immediately notify the Department of such release or threatened release.

III. Communications

A. Respondents shall coordinate with DEC regarding the installation of solar infrastructure, including, but not limited to, phone calls, conference calls, and site visits.

B. Each Respondent shall communicate to the Department if such Respondent and/or any of its contractors encounter anything unexpected, unusual, or that in anyway may affect the remedial program at or related to the LAE Site, and provide said notices as soon as encountered, but no later than 24 hours after discovery, to the Department.

C. All written communications required by this Consent Order shall be transmitted by electronic means, whenever possible. Paper copies should be provided upon request.

D. Communication from Respondents shall be sent to:

1. Kira Bruno
New York State Department of Environmental Conservation
Division of Environmental Remediation
625 Broadway, Albany, NY 12233
kira.bruno@dec.ny.gov

Solar Order between Lawrence Aviation Solar Farm, LLC and Lawrence Aviation Estate, LLC and NYS
Department of Environmental Conservation

Site Name: Lawrence Aviation Industries **Site No.:** 152016

2. Michael C. Murphy, Esq. (correspondence only), Project Attorney
New York State Department of Environmental Conservation
Office of General Counsel
625 Broadway, Albany, NY, 12233-1500
Michael.murphy1@dec.ny.gov
- E. Communication from the Department to Respondents shall be sent to:
 1. Daniel Prokopy, i.on renewables, LLC
707 Westchester Avenue, Suite 116
White Plains, NY 10604
daniel@ionrenewables.com
- F. Each of the Department and each Respondent reserves the right to designate additional or different addressees for communication on written notice to the others. Additionally, the Department reserves the right to request that the Respondents provide more than one paper copy of any work plan or report.
- G. Each party shall provide written notification to the other within ninety (90) days of any change in the foregoing addresses listed in Paragraph III.

IV. Liability Release

A. Subject to the Reservation of Rights in Paragraph V of this Order, and based upon Respondents' compliance with this Order, continued cooperation with the Department, the Department hereby releases and covenants not to sue, and shall forbear from bringing any action, proceeding, or suit pursuant to New York's Environmental Conservation Law or State Finance Law involving or relating to the release or threatened release of contamination existing on, at, or emanating from the Site as of the effective date of this Order (the "Existing Contamination"), and from referring to the New York Attorney General any claim for recovery of costs incurred by the Department against Respondents and Respondents' members, managers, officers, directors, shareholders, lessees, sublessees, grantees, successor and assigns, successors-in-title and its respective secured creditors for the further investigation and remediation of the Site based upon the Existing Contamination. The Department, however, hereby reserves its rights concerning, and such Release and Covenant Not to Sue shall not extend to, any further investigation or remedial action the Department deems necessary:

1. With respect to Solar Owner, due to environmental conditions or information related to the LAE Site unrelated to Existing Contamination (whether onsite or offsite) at the time of this Release and Covenant Not to Sue was issued and which indicate that this Order cannot be implemented with sufficient protection of human health and the environment;
2. Due to Respondents' failure to comply with this Order;
3. Due to fraud committed by Respondents in entering into or implementing this Order.

B. Additionally, the Department hereby reserves its rights concerning, and such Release and Covenant Not to Sue shall not extend to a Respondent or any of such Respondent's lessees, sublessees, successors or assigns or successors-in-title who cause or allow a release or threat of release at the LAE Site or any hazardous waste or petroleum; nor to any of a Respondent's lessees, successors or assigns who are otherwise responsible under state or federal law for the remediation of Existing Contamination or any newly discovered contamination independent of any obligation that party may have respecting the same resulting solely from the Order's execution.

C. With respect to any claim or cause of action asserted by the Department, the party seeking the benefit of the Release and Covenant Not to Sue shall bear the burden of proving that the claim or cause of action, is attributable solely to the Existing Contamination.

D. Notwithstanding any other provision in this Release and Covenant Not to Sue:

With respect to Solar Owner, if with respect to the LAE Site there exists or may exist a claim of any kind or nature on the part of the New York State Environmental Protection and Spill Compensation Fund against any party, nothing in this Order shall be construed or deemed to preclude the State of New York from recovering such claim; and

Except as provided in this Order, nothing contained in this Order shall be construed as barring, diminishing, adjudicating, or in any way affecting any of the Department's rights (including, but not limited to, the right to recover natural resource damages) with respect to any party, including Respondents.

E. Nothing contained in this Order shall prejudice any rights of the Department to take investigatory or remedial action it deems necessary if a Respondent fails to comply with this Order or if contamination other than Existing Contamination is encountered at the LAE Site.

F. Nothing contained in this Order shall be construed to prohibit the Commissioner or the Commissioner's duly authorized representative from exercising any summary abatement powers.

G. Nothing herein shall be construed as barring, diminishing, adjudicating or in any way affecting any legal rights or claims, actions, suits, causes of action or demands whatsoever that (i) Respondents may have against any party other than the Department, and (ii) the Department may have against any party other than each Respondent, its directors, officers, employees, agents and servants, and those successors and assigns of such Respondent that were not responsible under applicable law for the development and implementation of a remedial program at the Site prior to the effective date of this Order, and their respective secured creditors.

V. Reservation of Rights

A. The Release and Covenant Not to Sue set forth in Paragraph IV does not pertain to any matters other than those expressly specified in Paragraph IV. The Department reserves and this Order is without prejudice to all rights against Respondents with respect to all other matters, including but not limited to claims based on a failure by a Respondent to meet requirements of this Order, including but not limited to Access/Notice to Successors in Interest and requirements of Due Care/Cooperation.

B. Except as provided in the Release and Covenant Not to Sue in Paragraph IV after its issuance and except as otherwise provided in this Order, nothing contained in this Order shall be construed as barring, diminishing, adjudicating or in any way affecting any of the Department's rights or authorities, including but not limited to the right to take any investigatory or remedial action deemed necessary, and the right to exercise summary abatement powers with respect to any person, including Respondents.

C. Except as otherwise provided in this Order, each Respondent expressly reserves all rights and defenses under applicable law to contest, defend against, dispute or disprove any actions, proceedings, allegations, assertions or determinations of the Department, including any assertion of remedial liability by the Department against such Respondent, and further reserves all rights including the rights to notice, to be heard, to appeal and to any other due process respecting any action or proceeding by the Department, including the enforcement of this Order. The existence of this Order or a Respondent's compliance with it shall not be construed as an admission of any liability, fault, wrongdoing or violation of law by such Respondent, and shall not give rise to any presumption of law or finding of fact which shall inure to the benefit of any third party.

D. Except as provided in this Order, each Respondent reserves such rights as it may have to seek and obtain contribution, indemnification and/or any other form of recovery from its insurers and from other potentially responsible parties or their insurers, for past or future response and/or cleanup costs or other such costs or damages arising from contamination at the Site as provided under applicable law.

VI. Indemnification

Each Respondent shall indemnify and hold the Department, the State of New York and their employees and representatives harmless for all third-party claims, suits, actions, damages and costs of every name and description arising out of or resulting from the fulfillment or attempted fulfillment of this Order by such Respondent and/or any of such Respondent's directors, officers, employees, servants, agents, successors and assigns except for liability arising from (i) vehicular accidents occurring during travel to or from the Site; or (ii) willful, wanton or malicious acts or omissions, and acts or omissions constituting gross negligence or criminal behavior by the Department, the State of New York and/or their employees and representatives during the course of any activities conducted pursuant to this Order. The Department shall provide a Respondent with written notice no less than thirty (30) days prior to commencing a lawsuit seeking indemnification from such Respondent pursuant to this Paragraph.

VII. Parties Bound/Transfer of Covenant Not to Sue

A. This Order shall apply to and be binding upon the Department and shall apply to and be binding on each Respondent, its officers, directors, employees and agents. Each signatory of a Party to this Order represents that such signatory is fully authorized to enter into the terms and conditions of this Order and to legally bind such Party.

B. In the event of Solar Tenant's assignment or transfer of interest of its interest in the solar energy infrastructure at the Solar Project Site, or Solar Owner's assignment or transfer of interest of its interest in the Solar Project Site, the assignor or transferor shall continue to be bound by all of the terms and conditions, and subject to all the benefits, of this Order except as the Department and the assignor or transferor agree otherwise and modify this Agreement, in writing, accordingly. Moreover, prior to or simultaneously with any assignment or transfer of interest, the assignee or transferee must consent in writing to be bound by the terms of this Order.

C. [The Parties acknowledge that Solar Owner may grant an easement or other interest in the Solar Project Site to a third party providing financing for the acquisition of the Solar Project Site ("Financing Party"). In such event, if prior to or simultaneously with any assignment or transfer of interest, such Financing Party consents in writing to be bound by the terms of this Order and represents that Financing has no connection with any contamination now or previously at the Site, Financing Party shall be deemed to be an additional Respondent under this Order, bound by all of the terms and conditions, and subject to all the benefits, of this Order.]

VIII. Disclaimer

This Order in no way constitutes a finding by the Department as to the risks to human health and the environment which may be posed by the Existing Contamination at the LAE Site nor constitutes any representation by the Department that the LAE Site is fit for any particular purpose

IX. Termination

A. Should the Release and Covenant Not to Sue set forth in Paragraph VI herein become null and void, *ab initio*, in the event of fraud relating to the execution or implementation of this Order or in the event of a Respondent's failure to materially comply with any provision of this Order, then neither this Order nor its termination shall affect any liability of such Respondent for remediation of the LAE Site and/or for payment of State Costs, including implementation of removal and remedial actions, interest, enforcement, and any and all other response costs as defined under CERCLA.

B. If any Party to this Order believes that any or all of the obligations under Paragraph II (Site Access/Notice to Successors in Interest) are no longer necessary to ensure compliance with the requirements of this Order, that Party may request in writing that the other Parties agree to terminate the provisions establishing such obligations; provided that the provisions in question shall continue in full force unless and until the Party requesting such termination receives written confirmation from the other Parties to terminate such provisions.

X. Miscellaneous

A. Penalties

1. A Respondent's failure to comply with any term of this Order constitutes a violation of this Order, the ECL, and 6 NYCRR 375-2.11(a)(4). Nothing herein abridges a Respondent's right to contest any allegation that it has failed to comply with this Order.

2. Payment of any penalties shall not in any way alter a Respondent's obligations under this Order.

3. A Respondent shall not suffer any penalty or be subject to any proceeding or action in the event it cannot comply with any requirement of this Order as a result of any Force Majeure Event as provided at 6 NYCRR 375-1.5(b)(4). A Respondent must use best efforts to anticipate the potential Force Majeure Event, best efforts to address any such event as it is occurring, and best efforts following the Force Majeure Event to minimize delay to the greatest extent possible. "Force Majeure" does not include such Respondent's economic inability to comply with any obligation, the failure of such Respondent to make complete and timely application for any required approval or permit, and non-attainment of the goals, standards, and requirements of this Order.

a) The affected Respondent shall notify the Department in writing within five (5) Days of the onset of any Force Majeure Event. Failure to give such notice within such five (5) Day period constitutes a waiver of any claim that a delay is not subject to penalties. A Respondent shall be deemed to know of any circumstance which it, any entity controlled by it, or its contractors knew or should have known.

(1) The affected Respondent shall have the burden of proving by a preponderance of the evidence that (i) the delay or anticipated delay has been or will be caused by a Force Majeure Event; (ii) the duration of the delay or the extension sought is warranted under the circumstances; (iii) best efforts were exercised to avoid and mitigate the effects of the delay; and (iv) such Respondent complied with the requirements regarding timely notification.

(2) If the Department agrees that the delay or anticipated delay is attributable to a Force Majeure Event, the time for performance of the obligations that are affected by the Force Majeure Event shall be extended for a period of time equivalent to the time lost because of the Force majeure event, in accordance with 375-1.5(4).

(3) If the Department rejects a Respondent's assertion that an event provides a defense to non-compliance with this Order, such Respondent shall be in violation of this Order unless it invokes dispute resolution pursuant to 6 NYCRR Part 375 and such Respondent's position prevails.

B. The paragraph headings set forth in this Order are included for convenience of reference only and shall be disregarded in the construction and interpretation of any provisions of this Order.

C. The terms of this Order shall constitute the complete and entire agreement among Department and Respondents concerning the implementation of the activities required by this Order (other than separate agreement(s) between Solar Owner and Solar Tenant). No term, condition, understanding, or agreement purporting to modify or vary any term of this Order shall be binding unless made in writing and subscribed by the party to be bound. No informal advice, guidance, suggestion, or comment by the Department shall be construed as relieving any Respondent of such Respondent's obligation to obtain such formal approvals as may be required by this Order. In the event of a conflict between the terms of this Order and any Work Plan submitted pursuant to this Order, the terms of this Order shall control over the terms of the Work Plan(s). Each Respondent consents to and agrees not to contest the authority and jurisdiction of the Department to enter into or enforce this Order.

D. Each Respondent agrees that, with respect to any suit or claim for contribution brought by it for matters related to this Order it will notify the Department in writing no later than sixty (60) days prior to the initiation of such suit or claim.

E. Each Respondent also agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Order, it will notify the Department in writing within ten (10) days of service of the complaint on such Respondent.

F. Except as set forth herein, if a Respondent desires that any provision of this Order be changed, such Respondent shall make timely written application to the Commissioner with copies to the parties listed herein.

G. The insolvency of or failure by any Respondent to implement any obligations under this Order shall not affect the obligations of the remaining Respondent(s) under this Order.

H. If a Respondent is a partnership, the obligations of all general partners (including limited partners who act as general partners) under this Order are joint and several and the insolvency or failure of any general partner to implement any obligations under this Order shall not affect the obligations of the remaining partner(s) under this Order.

I. Respondents' obligations under this Order represent payment for or reimbursement of response costs, and shall not be deemed to constitute any type of fine or penalty.

J. This Order may be executed for the convenience of the parties hereto, individually or in combination, in one or more counterparts, each of which shall be deemed to have the status of an executed original and all of which shall together constitute one and the same.

K. All activities undertaken by Respondents pursuant to this Settlement Agreement shall be performed in accordance with the requirements of all applicable Federal and State laws, regulations and guidance documents.

L. This order shall terminate upon written agreement by all parties that no solar energy infrastructure remains at the Site, and that no obligations of the parties remain.

M. The effective date of this Order is the 10th day after it is signed by the Commissioner or the Commissioner's designee.

DATED: July 9, 2026

AMANDA LEFTON
COMMISSIONER
NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: Andrew Guglielmi
(i) Andrew O. Guglielmi, Director
Division of Environmental Remediation

Solar Order between Lawrence Aviation Solar Farm, LLC and Lawrence Aviation Estate, LLC and NYS
Department of Environmental Conservation
Site Name: Lawrence Aviation Industries Site No.: 152016

CONSENT BY RESPONDENT

Index No. CO 1-20251105-378

Respondent, **Lawrence Aviation Solar Farm, LLC**, hereby consents to the issuance of the foregoing order without further notice, waives its right to a hearing herein, and agrees to be bound by the terms, provisions, and conditions contained herein.

LAWRENCE AVIATION SOLAR FARM, LLC

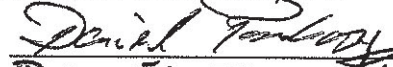
By [Signature]:

Name [Print]:

Title:

Date:

Email:



DANIEL PROKOPY

Authorized Person

07/07/2026

daniel@iont Renewables.com

Acknowledgment

STATE OF New York

) ss:

COUNTY OF Westchester

On the 7th day of July, in the year 2026, before me, the undersigned, personally appeared Daniel Prokopy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Joseph Cinicola
Notary Public, State of New York
Reg. No. 01CI0027568
Qualified in Westchester County
Commission Expires August 5, 2028

Solar Order between Lawrence Aviation Solar Farm, LLC and Lawrence Aviation Estate, LLC and NYS
Department of Environmental Conservation
Site Name: Lawrence Aviation Industries Site No.: 152016

CONSENT BY RESPONDENT

Index No. CO 1-20251105-378

Respondent, **Lawrence Aviation Estate, LLC**, hereby consents to the issuance of the foregoing order without further notice, waives its right to a hearing herein, and agrees to be bound by the terms, provisions, and conditions contained herein.

LAWRENCE AVIATION ESTATE, LLC

By [Signature]:

Name [Print]:

Title:

Date:

Email:

Daniel Prokopy

DANIEL PROKOPY

Authorized Person

07/07/2026

daniel@ionrenewables.com

Acknowledgment

STATE OF *New York*

) ss:

COUNTY OF *Westchester*

On the *7th* day of *July*, in the year *2026*, before me, the undersigned, personally appeared *Daniel Prokopy*, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Joseph Cinicola
Notary Public, State of New York
Reg. No. 01CI0027568
Qualified in Westchester County
Commission Expires August 5, 2028

Solar Order between Lawrence Aviation Solar Farm, LLC and Lawrence Aviation Estate, LLC and NYS
Department of Environmental Conservation
Site Name: Lawrence Aviation Industries **Site No.:** 152016

EXHIBIT "A"

Map

EXHIBIT A

Lawrence Aviation Industries, Inc. Superfund Site

Property Map / Suffolk County Interactive Map with Parcel Number

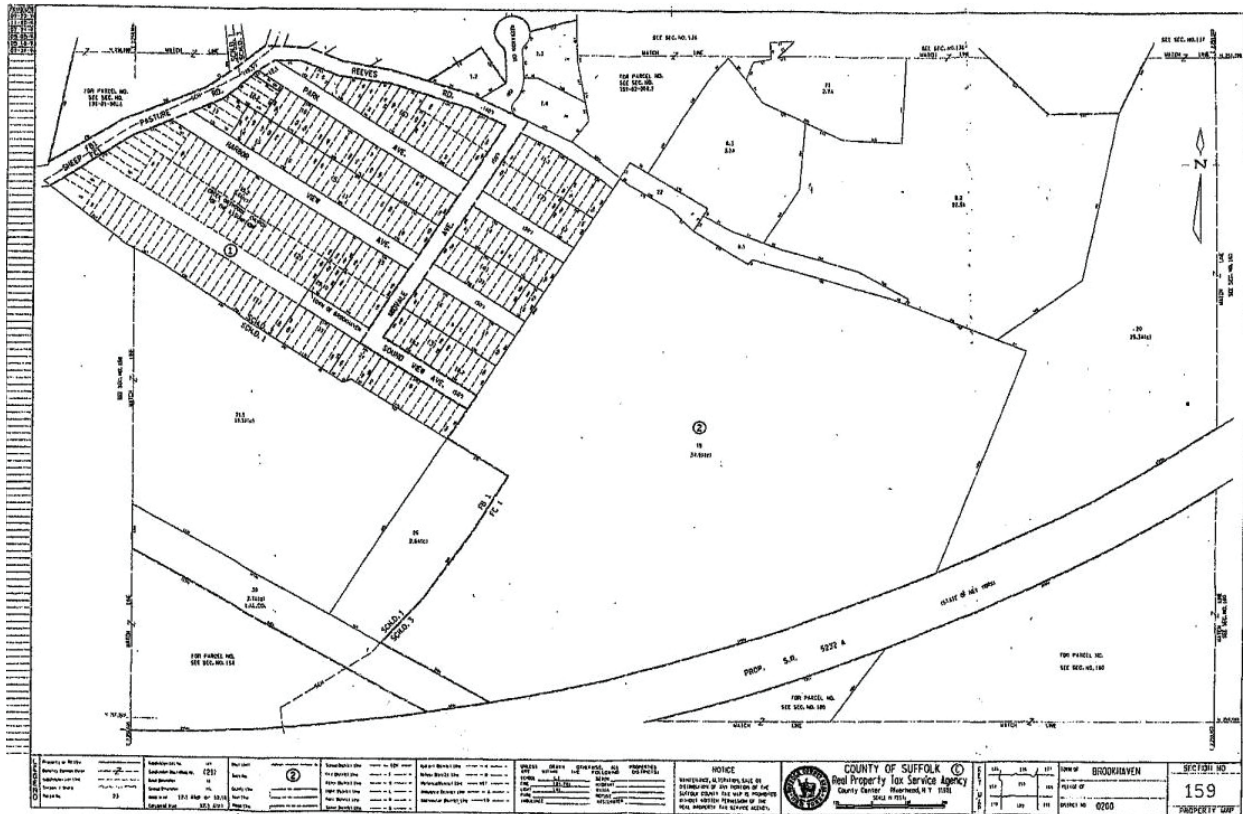


EXHIBIT "B"

Legal Description of Solar Project Site

COMBINED SURVEY DESCRIPTION

ALL THAT CERTAIN PLOT, PARCEL OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITUATE, LYING AND BEING AT PORT JEFFERSON STATION, TOWN OF BROOKHAVEN, COUNTY OF SUFFOLK, AND STATE OF NEW YORK AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FORMED BY THE INTERSECTION OF THE NORTHEASTERLY LINE OF THE LONG ISLAND LIGHTING COMPANY WITH THE NORTHERLY LINE OF SMITHTOWN-PORT JEFFERSON STATE HIGHWAY (S.H. No. 5232-A);

RUNNING THENCE ALONG THE SAID NORTHEASTERLY LINE OF THE LONG ISLAND LIGHTING COMPANY NORTH 50 DEGREES 37 MINUTES 49 SECONDS WEST, 451.45 FEET;

THENCE NORTH 43 DEGREES 02 MINUTES 49 SECONDS EAST, 1,520.77 FEET;

THENCE SOUTH 47 DEGREES 57 MINUTES 21 SECONDS EAST, 248.26 FEET;

THENCE SOUTH 42 DEGREES 53 MINUTES 39 SECONDS WEST, 22.32 FEET;

THENCE SOUTH 50 DEGREES 55 MINUTES 51 SECONDS EAST, 92.04 FEET;

THENCE SOUTH 59 DEGREES 00 MINUTES 21 SECONDS EAST, 147.24 FEET;

THENCE SOUTH 64 DEGREES 00 MINUTES 51 SECONDS EAST, 219.50 FEET;

THENCE SOUTH 50 DEGREES 48 MINUTES 51 SECONDS EAST, 159.71 FEET;

THENCE SOUTH 43 DEGREES 45 MINUTES 39 SECONDS WEST, 17.82 FEET;

THENCE SOUTH 58 DEGREES 13 MINUTES 00 SECONDS EAST, 367.65 FEET;

THENCE SOUTH 31 DEGREES 36 MINUTES 20 SECONDS WEST, 589.41 FEET TO THE NORTHERLY LINE OF SMITHTOWN-PORT JEFFERSON STATE HIGHWAY (S.H. No. 5232-A);

THENCE WESTERLY ALONG SAID STATE HIGHWAY ALONG THE ARC OF A CURVE BEARING TO THE RIGHT, HAVING A RADIUS OF 5,654.58 FEET AND AN

Solar Order between Lawrence Aviation Solar Farm, LLC and Lawrence Aviation Estate, LLC and NYS
Department of Environmental Conservation

Site Name: Lawrence Aviation Industries **Site No.:** 152016

ARC LENGTH OF 1,383.00 FEET TO THE INTERSECTION OF THE
NORTHEASTERLY LINE OF THE LONG ISLAND LIGHTING COMPANY WITH THE
NORTHERLY LINE OF SMITHTOWN-PORT JEFFERSON STATE HIGHWAY (S.H.
No. 5232-A) AND THE POINT OR PLACE OF BEGINNING.