

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

In the Matter a Remedial Program for

**ORDER ON CONSENT AND
ADMINISTRATIVE SETTLEMENT**
Index No. R2-20150812-461

DEC Site Name: Former Goodman Brothers Steel Drum Co.
DEC Site No.: 224211
Site Address: 18 Division Place
Brooklyn, NY 11222
Kings County

Hereinafter referred to as "Site"

by: King Tower Properties, Inc. and Richland Properties, Inc.
Hereinafter referred to collectively as "Settling
Respondent"

1. A. The New York State Department of Environmental Conservation (the "Department") is responsible for enforcement of the Environmental Conservation Law of the State of New York ("ECL") and the New York State Finance Law ("SFL"), and such laws provide the Department authority to enter into this Order on Consent and Administrative Settlement (the "Order").

B. The Department is responsible for carrying out the policy of the State of New York (the "State") 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.

C. The Department also asserts that it has the authority, *inter alia*, to provide for the prevention and abatement of all water, land, and air pollution. *See, e.g.*, ECL § 3-0301.

D. This Order is issued pursuant to the Department's authority under, *inter alia*, ECL Article 27, Title 13, ECL Article 71, Title 27, ECL § 3-0301, and SFL Section 97-b, and resolves Settling Respondent's liability to the State under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA") 42 U.S.C. § 9601 *et seq.*, to the extent set forth herein. Accordingly, to the extent set forth in Subparagraph XIV.F, pursuant to CERCLA § 113(f)(3)(B), 42 U.S.C. § 9613(f)(3)(B), Respondent may seek contribution from persons who are not parties to this Order.

E. The Commissioner of the New York State Department of Environmental Conservation is the designated Trustee for Natural Resources in accordance with

applicable State and federal law.

F. 6 NYCRR § 375-2.11(c)(1)(ii) authorizes the Department to expend money of the hazardous waste remedial fund provided for at SFL section 97-b to pay for the cleanup or restoration to its original state of any area where contaminants were disposed of or possessed unlawfully contrary to ECL § 27-0914. 6 NYCRR § 375-2.11(c)(1)(iii) authorizes the Department to expend moneys of the hazardous waste remedial fund provided for at SFL section 97-b to pay for site identification, classification, and investigation activities including, but not limited to testing, analyses, and record searches, and the Department's related administrative activities.

2. King Tower Properties, Inc. and Richland Properties, Inc. each a New York corporation with an address at c/o Steinvurzel & Levy Law Group, 34 South Broadway, Suite 210, White Plains, New York 10601, and is the current owner of certain property located at (i) 14 Division Place, Brooklyn, New York, Block 2849, Lot 9, (ii) 18 Division Place, Brooklyn, New York, Block 2849, Lot 10, (iii) 275 Richardson Street, Brooklyn, New York, Block 2849, Lot 24, and (iv) 283 Richardson Street, Brooklyn, New York, Block 2849, Lot 21 (hereinafter the "Site"). Exhibit "A" is a map of the Site showing its general location.

3. 18 Division Place Corp. acquired the Site and is the current owner.

4. The Goodman Brothers company began operations at the Site in 1909 as a re-conditioner and recycler of used steel drums for re-use or disposal. Goodman Brothers went out of business in June of 2002. The site is currently used for storage of scaffolding materials for a scaffolding contractor.

5. The Site is currently listed in the Registry of Inactive Hazardous Waste Disposal Sites in New York State as Site Number 224211 with a Classification of 02 pursuant to ECL 27-1305, indicating that the Site is a "significant threat to the public health or environment."

6. Pursuant to the legal authorities stated herein, the Department has spent, and anticipates the need to spend additional monies of the hazardous waste remedial fund for the implementation of a Remedial Program,¹ including the investigation and remediation of hazardous wastes and/or substances identified on or in proximity to the Site. These expenditures are authorized by and in conformance with relevant and applicable State and federal law.

7. The objectives and conditions of this Order are for: (i) Settling Respondent to pay a portion of the Department's past and future response costs at the Site, in part from the proceeds of a future sale of the property, for the investigation and remediation of the Site; (ii) Settling Respondent to grant an Environmental Easement to the Department for the Site as provided for in ECL Article 71, Title 36; (iii) the Department to release and covenant not to sue the Settling Respondent for the investigation and remediation of the

¹ As the term is defined in 6 NYCRR §375-L2(ap).

Site and for the reimbursement of Site related response costs whether such liabilities arise directly or indirectly, and whether they arise out of statute, tort or contract; (iv) the Department to provide Settling Respondent with contribution protection provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2), and/or any other applicable federal or state law for matters addressed by this Order; and (v) a prospective purchaser of the Site to apply to the Brownfield Cleanup Program, pursuant to ECL Article 14.

8. The Settling Respondent consents to the Department's issuance of this Order without an admission or finding of liability of any kind. The parties recognize that the implementation of this Order will expedite the cleanup of the Site, and that this Order is mutually acceptable, fair, reasonable, and in the public interest.

9. Solely with regard to the matters set forth herein, the Settling Respondent hereby waives any right to a hearing regarding its liability as may otherwise be provided by law, consents to the issuance and entry of this Order, and agrees to be bound by its terms and conditions. Settling Respondent consents 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 and conditions.

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

I. Site Specific Definitions

Unless otherwise expressly provided herein, terms used in this Order which are defined in ECL Article 27 or in regulations promulgated thereunder shall have the meaning assigned to them under said statute or regulations, or amendments thereto. The following terms shall have the following meaning:

A. The Site subject to this Order has been assigned number 224211, consists of approximately 0.670 acres, and is as follows:

Subject Property Description (Exhibit "A" is a map of the Site)

Tax Map/Parcel No.: Block 2849 Lot 9
14 Division Place
Brooklyn, NY 11222
Owner: King Tower Properties, Inc.

Tax Map/Parcel No.: Block 2849 Lot 10
18 Division Place
Brooklyn, NY 11222
Owner: King Tower Properties, Inc.

Tax Map/Parcel No.: Block 2849 Lot 21
283 Richardson Street
Brooklyn, NY 11222

Owner: Richland Properties, Inc.

Tax Map/Parcel No.: Block 2849 Lot 24

275 Richardson Street

Brooklyn, NY 11222

Owner: Richland Properties, Inc.

B. Effective Date: This Order will become effective when signed by the Commissioner or his designee.

C. Settling Respondent: Settling Respondent collectively means King Tower Properties, Inc. and Richland Properties, Inc., as well as their owners, members, shareholders, officers, directors, employees and agents.

II. Payment, Property Transfer, and Other Actions

Commencing on the Effective Date of this Order, the Settling Respondent, its principals, agents, executors, employees, attorneys, successors, and assigns shall refrain from using the Site, or such other property, in any manner that would interfere with or adversely affect the implementation, integrity or protectiveness of the investigation and/or remedial measures to be performed on the Site.

Settling Respondent has entered into a contract of sale to sell the Site to 18 DIVISION PLACE CORP., a bona fide purchaser. The Settling Respondent agrees to provide the Department a copy of the contract of sale upon signing of the contract.

Immediately after the closing of the sale of the Site, and prior to the closing date's close of business, Settling Respondent must pay to the Department seven hundred fifty thousand dollars (\$750,000). Such payment shall be made pursuant to Section VI, below.

Prior to executing a contract of sale for the Site or similar instrument, Settling Respondent must inform in writing any third party who seeks to obtain title to or possessory interest in the Site of the existence and applicability to the Site of this Order, including the Environmental Easement. The Settling Respondent shall not transfer title, grant a possessory interest, or otherwise encumber title to the Site until the Environmental Easement required under Section IV of this Administrative Order has been filed and recorded by the Kings County Clerk.

In the event of an assignment or transfer of the Site or an assignment or transfer of any interest in the Site, the assignee or transferee must consent in writing to be bound by the terms of this Order, and upon delivery to the Department of a validly executed Consent of Additional Signatory (attached as Exhibit "B"), the assignor's or transferor's obligations hereunder shall terminate. Notwithstanding, the assignor or

transferor will continue to be entitled to all of the benefits provided by this Order, subject to Section VII below.

The Settling Respondent shall file and record this Administrative Order with the Kings County Clerk within thirty (30) days of the Administrative Order's Effective Date, placing the document in the Site's chain of title.

III. Appropriate Care/Cooperation

Settling Respondent shall exercise appropriate care at the Site with respect to the contamination and shall comply with all applicable local, state, and federal laws and regulations. Settling Respondent shall cooperate fully with the Department in the implementation of any additional response actions needed to address contamination at the Site and shall not interfere with such response actions. Settling Respondent, and any parent company, successors, and assigns shall affirmatively ensure that any development activities on the Site are in compliance with all applicable local, State, and federal laws and regulations, including but not limited to 6 NYCRR §§ 375-1.11 and 375-2.11.

IV. Environmental Easement

A. Within 30 days of the date of this Order, Settling Respondent shall file and record in compliance with ECL § 71-3605.8 the Environmental Easement incorporated here as Attachment A to run with the land in favor of the State.

B. The Environmental Easement executed and filed by Settling Respondent shall comply with the requirements of 6 NYCRR § 375-1.8(h)(2) and DEC Program Policy DER-33/Institutional Controls: A Guide to Drafting and Recording Institutional Controls, issued December 3, 2010 ("DER-33").

V. Access

A. Commencing on the Effective Date of this Order, Settling Respondent shall provide the State and its representatives, including the Department and its contractors, with access at all reasonable times to the Site, for the purpose of conducting any investigation, removal, remedial, or response activity related to the Site. The Department shall make good faith efforts to notify the Site owner and/or tenant in possession prior to entering the Site and, to the extent possible and reasonable, avoid interfering with business activities on the Site. Such investigation, removal, remedial, or response activities may include, but are not limited to, the following:

- i. Monitoring, investigation, removal, remedial or other activities at the Site;
- ii. Verifying any data or information submitted to the State;
- iii. Conducting investigations relating to contamination at or near the Site;

- iv. Obtaining samples;
- v. Assessing the need for, planning, or implementing additional response actions at or near the Site;
- vi. Assessing the Settling Respondent's or any subsequent owners' compliance with the institutional controls on the property; and
- vii. Determining whether the Site or other property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted, by or pursuant to this Order.

B. Settling Respondent shall ensure that lessees, and sublessees of the Site provide the same access.

VI. Payment

A. The seven hundred fifty thousand dollars (\$750,000) payment required upon sale of the Site, as detailed in Section II above, must be made by Electronic Fund Transfer ("EFT") to the New York State Department of Environmental Conservation account in accordance with current EFT procedures and the instructions provided to the Settling Respondent by the Department following signing of this Administrative Order.

B. Settling Respondent shall transmit electronic confirmation of such wire transfer to:

Patrick Foster
Regional Attorney
NYSDEC, Region 2
47-40 21st Street
Long Island City, NY 11101
patrick.foster@dec.ny.gov

VII. Release and Covenant Not to Sue

A. Once the Department receives full payment, as detailed in Paragraphs II and VI, above, the Department will release and covenant not to sue, and shall forbear from bringing any action, proceeding, or suit pursuant to the Environmental Conservation Law, or the State Finance Law, and from referring to the Attorney General any claim for recovery of costs incurred by the Department, against the Settling Respondent, its secured creditors and insurers, and its successors and assigns who are additional signatories to this Order, for the further investigation and remediation of hazardous waste at the Site or formerly owned property located at 291 Richardson Street, Brooklyn, New York Block 2849, Lot 120, including but not limited to an action pursuant to CERCLA Section 107(a), 42 U.S.C. § 9607(a), based upon the release or threatened release of contamination, provided that: (a) an Environmental Easement that is approved by the Department as satisfying the requirements of Paragraph IV is recorded on title of the Site property; (b) Settling Respondent continues to exercise appropriate care and cooperation as required in Paragraph III; and (c) Settling

Respondent continues to allow access as required by Paragraph V. Nonetheless, the Department hereby reserves all of its respective rights concerning, and such release and covenant not to sue shall not extend to, any further investigation or remedial action the Department reasonably deems necessary:

- due to environmental conditions at the Site which were unknown at the time this Order was issued and which indicate that this Order cannot be implemented with sufficient protection of human health and the environment;
- due to Settling Respondent's failure to implement the Order to the Department's satisfaction; or
- due to fraud committed by Settling Respondent in entering into or implementing the Order.

Additionally, the Department hereby reserves all of its respective rights concerning, and any such release and covenant not to sue shall not extend to Settling Respondent if Settling Respondent causes or allows a release at the Site of any hazardous waste (as that term is defined at 6 NYCRR § 375-1.2[w]) or petroleum (as that term is defined in Navigation Law § 172[15]), other than the Site's present contamination.

Notwithstanding the above, however, with respect to any claim or cause of action asserted by the Department, the one seeking the benefit of this release and covenant not to sue shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributable solely to the Site's contamination.

Notwithstanding any other provision in this release, covenant not to sue, and forbearance,

- 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 resources damages) with respect to any party, including Settling Respondent.
- nothing contained in this Order shall prejudice any of the Department's rights to take any investigatory or remedial action it deems necessary if Settling Respondent fails to comply with the Order or if contamination other than the Site's contamination is encountered at the Site.
- nothing contained in this Order shall be construed to prohibit the Commissioner or his duly authorized representative from exercising any summary abatement powers.
- nothing contained in this Order shall be construed to affect the Department's right to terminate the Order and this "Release and Covenant Not to Sue" under the terms of the Order at any time during its implementation if Settling Respondent fails to comply with the Order's terms and conditions.

This release and covenant not to sue shall be null and void, *ab initio*, in the event of fraud relating to the execution or implementation of this Order or in the event of the Settling Respondent's failure to materially comply with any provision of this Order.

Nothing herein shall be construed as barring, diminishing, adjudicating, or in any way affecting any legal or equitable rights or claims, actions, suits, causes of action or demands whatsoever that: (i) Settling Respondent may have against anyone other than the Department, including but not limited to rights of contribution under § 113(f)(B)(3) of CERCLA, 42 U.S.C. § 9613(f)(B)(3); and (ii) the Department may have against anyone other than the Settling Respondent and its directors, officers, employees, agents, and servants that were not responsible under 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.

B. Successors and assigns of Settling Respondent who duly execute and deliver the Consent of Additional Signatory form attached hereto as Exhibit "B" to the Department along with proof that the person executing such form is authorized to bind the party on whose behalf he/she is signing are entitled to the benefits of the Release and Covenant Not to Sue in Subparagraph VII.A.

VIII. Contribution Protection

As of the date the Department receives full payment pursuant to Paragraphs II and VI, Settling Respondent and its directors, officers, successors, and assigns shall not be liable for claims for contribution and are entitled to protection from contribution actions or claims up to the amount recovered by the State and for all matters addressed in this Order. The matters addressed in this Order include any and all past, present, and future claims or causes of action, administrative or judicial, civil or criminal, in law or in equity, including any claim pursuant to CERCLA § 107 (42 U.S.C. § 9607) for past or future investigation costs, response costs or remedial action arising out of or relating to the past release of hazardous substances or wastes at, on, or emanating from the Site.

IX. Indemnification

Respondent shall indemnify and hold the Department, the State of New York, and their representatives and employees harmless as provided by 6 NYCRR § 375-2.5(a)(3)(i).

X. Dispute Resolution

In the event a dispute arises under this Order, Settling Respondent may, within fifteen (15) days after Settling Respondent knew or should have known of the facts that are the basis of the dispute, initiate dispute resolution in accordance with the provisions of 6 NYCRR § 375-1.5(b)(2). All rights and remedies provided in 6 NYCRR § 375-1.5 shall apply to any disputes arising under this Order.

XI. Reservation of Rights

A. The release and covenant not to sue set forth in Subparagraph VII.A does not pertain to any matters other than those expressly specified in Subparagraph VII.A. The Department reserves and this Order is without prejudice to all rights against Settling Respondent with respect to all other matters, including but not limited to, (a) claims based on a failure by Settling Respondent to meet a requirement of this Order, including but not limited to Paragraph II (Settlement Payment), Paragraph III (Appropriate Care/Cooperation), Paragraph IV (Environmental Easement), and Paragraph V (Access).

B. Except as provided in the release and covenant not to sue in Subparagraph VII.A 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 or the Trustee's rights or authorities, including, but not limited to, the right to recover natural resource damages, 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 Settling Respondent.

C. Except as otherwise provided in this Order, Settling Respondent specifically reserves all rights and defenses under applicable law respecting any Departmental assertion of remedial liability and/or natural resource damages against Settling Respondent, and further reserves all rights respecting the enforcement of this Order, including the rights to notice, to be heard, to appeal, and to any other due process. The existence of this Order or Settling Respondent's compliance with it shall not be construed as an admission of any liability, fault, wrongdoing, or breach of standard of care by Settling Respondent, and shall not give rise to any presumption of law or finding of fact, or create any rights, or grant any cause of action which shall inure to the benefit of any third party. Further, Settling 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 such other costs or damages arising from the contamination at the Site as may be provided by law, including but not limited to rights of contribution under section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

XII. Communications

A. All written communications required by this Order shall be transmitted by United States Postal Service, by private courier service, or hand delivered as follows:

1. Communications from the Settling Respondent shall be sent to:

Michael Haggerty, DEC Project Manager
Division of Environmental Remediation

New York State Department of Environmental Conservation
625 Broadway
Albany, New York 12233-7017
michael.haggerty@dec.ny.gov

Christine Vorhees (electronic copy only)
New York State Department of Health
Bureau of Environmental Exposure Investigation
Empire State Plaza
Corning Tower Room 1787
Albany, NY 12237
christine.vorhees@doh.ny.gov

Patrick Foster, Regional Attorney (electronic copy only)
Office of General Counsel
NYSDEC, Region 2
47-40 21st Street
New York, New York 11101
patrick.foster@dec.ny.gov

2. Communications from the Department to the Settling Respondent shall be sent to:

KING TOWER PROPERTIES, INC.
Krzystof Rutowski, Member, By Irena Rutowski,
Administrator of the Estate of Krzystof Rutowski
C/O Steinvurzel & Levy Law Group
Attn.: Ronald Steinvurzel, Esq.
34 South Broadway, Suite 210
White Plains, New York 10601
(914) 288-0102
E-mail: Rsteinvurzel@steinlevy.com

RICHLAND PROPERTIES, INC.
D/B/A RICHLAND REAL ESTATE PROPERTIES, LTD.
Krzystof Rutowski, Member, By Irena Rutowski, Administrator of the
Estate of Krzystof RutowskiHieronima Rutkowska
C/O Steinvurzel & Levy Law Group
Attn.: Ronald Steinvurzel, Esq.
34 South Broadway, Suite 210
White Plains, New York 10601
(914) 288-0102
E-mail: Rsteinvurzel@steinlevy.com

XIII. Termination

Should the release and covenant not to sue set forth in Subparagraph VII.A herein become null and void, *ab initio*, because of fraud in the execution or implementation of this Order, or because Settling Respondent fails to materially comply with any provision of this Order, then neither this Order nor its termination shall affect any liability of Settling Respondent to pay State Costs, including costs to implement removal and remedial actions, interest, enforcement, and any and all other response costs, as defined in CERCLA.

XIV. Miscellaneous

A. The Settling Respondent's successors and assigns shall be bound by this Order and the terms of this Order shall inure to the benefit of Settling Respondent and its successors and assigns. Any change in ownership or corporate status of Settling Respondent including, but not limited to, any transfer of assets or real or personal property, shall in no way alter Settling Respondent's responsibilities under this Order.

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. This Order shall not be a bar to participation in the New York State Brownfield Cleanup Program.

D. 1. The terms of this Order shall constitute the complete and entire agreement between the Department and the Settling Respondent concerning the actions required by this Order. 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 Settling Respondent of its obligation to obtain such formal approvals as required by this Order.

2. i. Except as set forth herein, if Settling Respondent wants any provision of this Order changed, it will make timely written application to the Commissioner with copies to the parties listed in Paragraph XII herein. The Commissioner or the Commissioner's designee shall timely respond.

ii. Changes to a time frame set forth in this Order shall be accomplished by a written request to the Department's project attorney and project manager, which request shall be timely responded to in writing.

E. 1. If there are multiple parties signing this Order, the terms "Settling Respondent" and "Respondent" shall be read in the plural where required to give meaning to this Order. Further, the obligations of Settling Respondent under this Order are joint and several and the insolvency of or failure by any Settling Respondent to

implement any obligations, as required under this Order, shall not affect the obligations of the remaining Settling Respondent(s) to carry out the obligations under this Order.

2. If Settling Respondent is a partnership, the obligations of all general partners, including limited partners who act as general partners, to finance and perform obligations under this Order and pay amounts owed to the Department under this Order are joint and several. In the event of the insolvency of or the failure of any of the general partners to implement the requirements of this Order, the remaining general partners shall complete all such requirements.

3. If a party duly executes the "Consent of Additional Signatory", the terms "Settling Respondent" and "Respondent" shall be read to be inclusive of such additional signatory.

F. To the extent authorized under CERCLA Section 113 (42 U.S.C. § 9613), New York General Obligations Law § 15-108, and any other applicable law, Settling Respondent and successors shall be deemed to have resolved their liability, if any, to the State for purposes of contribution protection provided by CERCLA Section 113(f)(2), for "matters addressed" pursuant to and in accordance with this Order. "Matters addressed" in this Order shall mean all response actions taken by Respondent to implement this Order for the Site, including but not limited to payments required under this Order, and all response costs incurred or to be incurred by any person or party in connection with the work performed under this Order, which costs have been paid by the Settling Respondent, including reimbursement or any other payment of State Costs pursuant to this Order. Furthermore, to the extent authorized under CERCLA Section 113(f)(3)(B), by entering into this administrative settlement of liability, if any, for some or all of the removal and/or response action and/or for some or all of the costs of such action, Settling Respondent is entitled to seek contribution from any person except those who are entitled to contribution protection under CERCLA Section 113(f)(2). Settling Respondent shall include the named individuals and partnerships, their officers, directors, agents, employees, successors, parents and assigns, all of whom are entitled to the full extent of protection from contribution claims or actions as provided by CERCLA Section 113(f)(2) including but not limited to rights of contribution under CERCLA Section 113(f)(3)(B), 42 U.S.C. § 9613(f)(3)(B).

G. All activities undertaken by the Settling Respondent pursuant to this Order shall be performed in accordance with the requirements of all applicable Federal and State laws, regulations and guidance documents.

H. Unless otherwise expressly provided herein, terms used in this Order which are defined in ECL Article 27, Title 13 or in regulations promulgated under such statute shall have the meaning assigned to them under such statute or regulations.

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

J. This Order shall be filed in the Office of the Kings County Clerk at the expense of Settling Respondent within five (5) days of receipt of an original signed document. Proof of recording must be provided to the Department within thirty (30) days of the actual filing.

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

L. The effective date of this Order is the date on which the Commissioner or the Commissioner's designee signs this Order.

DATED: January 25, 2022

BASIL SEGGOS
COMMISSIONER
NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:

Susan Edwards

Susan Edwards, Acting Director
Division of Environmental Remediation

CONSENT BY SETTLING RESPONDENT

Settling Respondent hereby consents to the issuing and entering of this Order on Consent and Administrative Settlement, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order on Consent and Administrative Settlement.

Richland Properties, Inc.

By: Richland Properties, Inc. D/B/A RICHLAND REAL ESTATE PROPERTIES, LTD.

By: Irena Rutkowski
Name: Krzysztof Rutowski, Member
By Irena Rutowski, Administrator of the Estate of Krzysztof Rutowski
Title: _____
Date: _____

STATE OF NEW YORK)
COUNTY OF Westchester) ss:

On the 19 day of January, in the year 2022, before me, the undersigned, personally appeared Irena Rutkowski, 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.

[Signature]
Signature and Office of individual taking acknowledgement
Steve R. Viruet
Notary Public, State of New York
No. 01V16094844
Qualified in Westchester County
Commission Expires 6/30/20 23

Steve R. Viruet
Notary Public, State of New York
No. 01V16094844
Qualified in Westchester County
Commission Expires 6/30/20 23

