New York State Department of Environmental Conservation
Division of Environmental Remediation, 11th Floor
625 Broadway, Albany, New York 12233-7020
Phone: (518) 402-9553
Fax: (518) 402-9547
Website: www.dec.ny.gov

Joe Martens
Commissioner

Certified Mail, Return Receipt Requested

January 17, 2012

Charlton Cleaners
1491 Foster Avenue
Staten Island, NY 10302

Forest Avenue Shopping Associates
c/o Philips International Holding Corporation
295 Madison Avenue 2nd Floor
New York, NY 10017

Re: Site Name: Charlton Cleaners
Site No.: 243019
Site Address: 24 Barrett Avenue, Staten Island, NY 10302
Property County: Richmond
Tax Map/Parcel No.:
Section 5 Block 1053 Lot 138

Hereinafter referred to as "Site"

Dear Sir/Madam:

The New York State Department of Environmental Conservation (the "Department") has documented a release of "hazardous substances" as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601, *et seq.*, (CERCLA) and the presence of "hazardous wastes" as defined in the New York State Environmental Conservation Law (the "ECL") at or near property identified as the Charlton Cleaners Site, consisting of approximately 0.400 acres, is more fully described as follows:

<u>Subject Property Description (A Map of the Site is attached as Exhibit"A")</u>

Tax Map/Parcel No.: Section 5 Block 1053 Lot 138
24 Barrett Avenue
Staten Island, NY 10302
Owner: KIOP Forest Ave. L.P.

In response to the documented release and the threat of future releases, the Department, determined the Site posed a "significant threat" as that condition is defined pursuant to the ECL and, the Site was placed on the Registry of Inactive Hazardous Waste Disposal Sites (the

"Registry") and classified as a Class "2" site on the Registry. The Department anticipates spending public funds to remediate the contamination pursuant to ECL Article 27, Titles 13 and 71, and the New York State Finance Law §97-b (the "SFL").

As the owner, past owner, possible arranger, generator, transporter, supplier, or operator of the Site, the Department has determined that you are a party potentially responsible for the Site's contamination.

Be advised, responsible parties are liable for the reimbursement of funds expended by the State of New York (the "State") in taking response actions at sites where hazardous substances and/or wastes have been released, including investigative, planning, removal and remedial work.

Accordingly, in furtherance of ECL and the SFL, the Department hereby requests that you implement and finance a remedial program and selected remedy for the Site's contamination. The agreement to undertake and finance a remedial program for the Site must be memorialized in an administrative consent order (a "Consent Order").

In the event you are unwilling to enter into a Consent Order, please be further advised the Department shall use best efforts to begin a remedial program to perform the remediation of Site contamination. Be advised that to the extent that a signed Consent Order is not returned to the Department within 90 days of the date of this letter, the Department may task a contractor to develop a work plan to implement the Remedial Investigation/Feasibility Study Work Plan. Be further advised that to the extent that a signed Consent Order is not returned to the Department within 120 days of the date of this letter, the Department may authorize the contractor to proceed with implementing the Remedial Investigation/Feasibility Study Work Plan.

To the extent a Consent Order is not signed and returned, the State may use funds from the Hazardous Waste Remedial Fund established pursuant to the SFL, and in accordance with the ECL and the rules and regulations promulgated thereto, to undertake the investigation and/or remediation of such contamination. The State's costs incurred relative to such Site contamination, as well as any past costs and interest will be recoverable by the State from the responsible parties as provided by 42 USC ' 9607, the ECL, the SFL, and any other applicable provision of state and/or federal law.

Be further advised that the Environmental Conservation Law (ECL) Article 27-1309(3), 27-1309(4) and 27-1313(8) authorizes DEC or its authorized agents to enter upon any site, areas near such site, or area on which it has reason to believe that contaminants were disposed or discharged for purposes of inspection, sampling and testing, implementing a remedial program, long-term site management and temporary occupancy. This letter notifies you of DEC’s intent to exercise its right, and the right of its authorized agents, to access the above referenced property, and any areas near such site, or area, pursuant to the cited statutory authority. This is not a notice that DEC intends to acquire the property nor is it an offer to acquire it.

Please contact Barbara Wolosen, Site Control Section Project Manager, or me at (518) 402-9553, with any questions. If you have retained legal counsel in regards to this matter, please have your counsel contact Dena Putnick, Esq. at (518) 402-9188 if they have any questions or concerns.

Sincerely,

Kelly A. Lewandowski, P.E.
Chief
Site Control Section

ec: Robert Cozzy, Bureau Director
James Quinn, Section Chief
Robert Schick, P.E., Acting Division Director DER
Benjamin Conlon, Office of General Counsel
Dena Putnick, Office of General Counsel
Jane O'Connell, RHWRE
Louis Oliva, Regional Attorney
Kevin Sarnowicz, DEC Project Manager
Barbara Wolosen, Site Control Section Project Manager

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. DER-243019-01-12

DEC Site Name: Charlton Cleaners
DEC Site No.: 243019
Site Address: 24 Barrett Avenue
Staten Island, NY 10302
Richmond County

Hereinafter referred to as "Site"

by:

Charlton Cleaners
1491 Foster Avenue, Staten Island, NY 10302

Forest Avenue Shopping Associates
c/o Philips International Holding Corporation, New York, NY 10017

Hereinafter referred to as "Respondent"

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1. A. 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.

B. 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.

C. This Order is issued pursuant to the Department's authority under,*inter alia*, ECL Article 27, Title 13 and ECL 3-0301, and resolves Respondent's liability to the State as provided at 6 NYCRR 375-1.5(b)(5).

2. The Site is currently listed in the Registry of Inactive Hazardous Waste Disposal Sites in New York State as Site Number 243019 with a Classification of 02 pursuant to ECL 27-1305.

3. 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 at or from the Site; and/or (iii) an acknowledgment that a

release or threatened release of hazardous waste at or from the Site constitutes a significant threat to the public health or environment.

4. Solely with regard to the matters set forth below, 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. 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 or the validity of data submitted to the Department by Respondent pursuant to this Order.

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

I. Real Property

The Site subject to this Order has been assigned number 243019, consists of approximately 0.400 acres, and is as follows:

Subject Property Description (A Map of the Site is attached as Exhibit"A")

Tax Map/Parcel No.: Section 5 Block 1053 Lot 138
24 Barrett Avenue
Staten Island, NY 10302
Owner: KIOP Forest Ave. L.P.

II. Initial Work Plan

The Remedial Investigation/Feasibility Study Work Plan shall be submitted to the Department within thirty (30) days after the effective date of this Order.

III. Payment of State Costs

Invoices shall be sent to Respondent at the following address(es):

Charlton Cleaners
1491 Foster Avenue
Staten Island, NY 10302

Forest Avenue Shopping Associates
c/o Philips International Holding Corporation
295 Madison Avenue 2nd Floor
New York, NY 10017

In addition to the requirement to pay future state costs as set forth in Appendix "A", within forty-five (45) Days after the effective date of this Consent Order, Respondent shall pay to the Department the sum set forth on Exhibit "C", which shall represent reimbursement for past

State Costs incurred prior to the effective date of this Consent Order. Respondent acknowledges that all past State Costs are not itemized on the cost summary and that additional charges may be billed at a later date for State Costs incurred prior to the effective date of this Consent Order.

IV. Communications

A. All written communications required by this Consent Order shall be transmitted by United States Postal Service, by private courier service, by hand delivery, or by electronic mail.

1. Communication from Respondent shall be sent to:

Kevin Sarnowicz (1 hard copy (unbound for work plans) & 1 electronic copy)
Department of Environmental Conservation
Division of Environmental Remediation
625 Broadway
Albany, NY 12233
kpsarnow@gw.dec.state.ny.us

Steven Bates (electronic copy only)
Bureau of Environmental Exposure Investigation
New York State Department of Health
Flanigan Square
547 River Street
Troy, NY 12180-2216
smb02@health.state.ny.us

Dena Putnick, Esq. (correspondence only)
New York State Department of Environmental Conservation
Office of General Counsel
625 Broadway
Albany, NY 12233
dnputnic@gw.dec.state.ny.us

2. Communication from the Department to Respondent shall be sent to:

Charlton Cleaners
1491 Foster Avenue
Staten Island, NY 10302

Forest Avenue Shopping Associates
c/o Philips International Holding Corporation
295 Madison Avenue 2nd Floor
New York, NY 10017

B. The Department and Respondent reserve the right to designate additional or different addressees for communication on written notice to the other. Additionally, the Department reserves the right to request that the Respondent provide more than one paper copy of any work plan or report.

C. Each party shall notify the other within ninety (90) days after any change in the addresses listed in this paragraph or in Paragraph I.

V. Miscellaneous

A. Appendix A - "Standard Clauses for All New York State State Superfund Orders" is attached to and hereby made a part of this Order as if set forth fully herein.

B. In the event of a conflict between the terms of this Order (including any and all attachments thereto and amendments thereof) and the terms of Appendix A, the terms of this Order shall control.

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

DATED:

JOE MARTENS
COMMISSIONER
NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:

_____

Robert W. Schick, P.E., Acting Director
Division of Environmental Remediation

CONSENT BY RESPONDENT

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

Charlton Cleaners

By:_____

Title:_____

Date:_____

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the _____ day of _____ in the year 20___, before me, the undersigned, personally appeared _____*(full name)* personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Acknowledgment by a corporation, in New York State:

On the _____ day of _____ in the year 20___, before me, the undersigned, personally appeared _____*(full name)* personally known to me who, being duly sworn, did depose and say that he/she/they reside at _____*(full mailing address)* and that he/she/they is (are) the _____ *(president or other officer or director or attorney in fact duly appointed)* of the _____ *(full legal name of corporation)*, the corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by the authority of the board of directors of said corporation.

_____
Notary Public, State of New York

CONSENT BY RESPONDENT

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

Forest Avenue Shopping Associates

By:_____

Title:_____

Date:_____

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the _____ day of _____ in the year 20___, before me, the undersigned, personally appeared _____*(full name)* personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Acknowledgment by a corporation, in New York State:

On the _____ day of _____ in the year 20___, before me, the undersigned, personally appeared _____*(full name)* personally known to me who, being duly sworn, did depose and say that he/she/they reside at _____*(full mailing address)* and that he/she/they is (are) the _____ *(president or other officer or director or attorney in fact duly appointed)* of the _____ *(full legal name of corporation)*, the corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by the authority of the board of directors of said corporation.

_____
Notary Public, State of New York

EXHIBIT "A"

Map

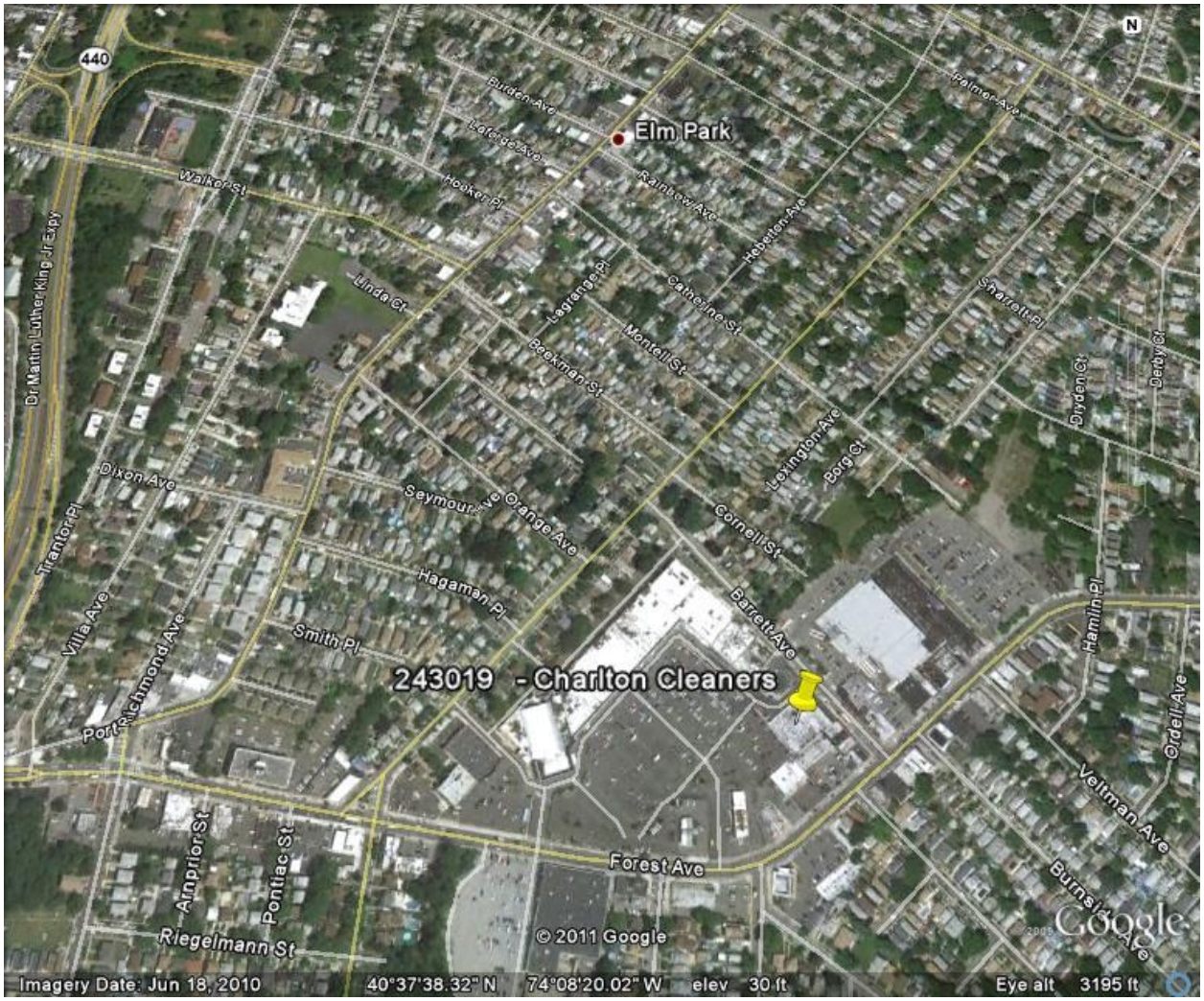
Elm Park
243019 - Charlton Cleaners
440
Dr Martin Luther King Jr Expy
Walker St
Burden Ave
Lafayette Ave
Hooker Pl
Rainbow Ave
Palmer Ave
Hebeton Ave
Catherine St
Montell St
Legrange Pl
Beekman St
Linda Ct
Sharrett Pl
Dryden Ct
Derby Ct
Lexington Ave
Borg St
Cornell St
Barrett Ave
Hamlin Pl
Ordell Ave
Veltman Ave
Burns Ave
Dixon Ave
Seymour
Le Orange Ave
Hagaman Pl
Smith Pl
Trantor Pl
Villa Ave
Port Richmond Ave
Ainprior St
Pontiac St
Riegelmann St
Forest Ave
© 2011 Google
Google
Imagery Date: Jun 18, 2010
40°37'38.32" N
74°08'20.02" W
elev 30 ft
Eye alt 3195 ft

EXHIBIT "B"

RECORDS SEARCH REPORT

1. Detail all environmental data and information within Respondent's or Respondent's agents' or consultants' possession or control regarding environmental conditions at or emanating from the Site.

2. A comprehensive list of all existing relevant reports with titles, authors, and subject matter, as well as a description of the results of all previous investigations of the Site and of areas immediately surrounding the Site which are or might be affected by contamination at the Site, including all available topographic and property surveys, engineering studies, and aerial photographs.

3. A concise summary of information held by Respondent and Respondent's attorneys and consultants with respect to:

(i) a history and description of the Site, including the nature of operations;

(ii) the types, quantities, physical state, locations, methods, and dates of disposal or release of hazardous waste at or emanating from the Site;(iii)a description of current Site security (i.e. fencing, posting, etc.); and

(iii) the names and addresses of all persons responsible for disposal of hazardous waste, including the dates of such disposal and any proof linking each such person responsible with the hazardous wastes identified.

EXHIBIT "C"

Cost Summary

EXHIBIT I

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
DIVISION OF ENVIRONMENTAL REMEDIATION
BUREAU OF PROGRAM MANAGEMENT

COST SUMMARY

SITE NAME: Charlton Cleaners
SITE NO.: 243019
TIME FRAME: DEC Life - 8/3/11

COST CATEGORY	AMOUNTS	EXHIBIT NO.
DIRECT PERSONAL SERVICES	$2,914.32	
FRINGE	$904.84	
INDIRECT	$1,144.12	
PERSONAL SERVICES SUBTOTAL	*$4,963.28*	II.A & II.B
CONTRACTUAL	$33,930.16	III
TRAVEL	$0.00	
OTHER NPS	$0.00	
NON-PERSONAL SERVICES SUBTOTAL	*$33,930.16*	
DEC TOTAL	$38,893.44	
DOH TOTAL (NOT AVAILABLE)	N/A	
MINUS PREVIOUSLY REIMBURSED AMOUNT (IF APPLICABLE)	N/A	
DEC & DOH TOTAL	*$38,893.44*	
COST CAP (IF APPLICABLE)	N/A	
GRAND TOTAL	**$38,893.44**	

New York State Department of Environmental Conservation
Bureau of Federal and Municipal Accounts
Time & Activity Detail Report

EXHIBIT II ,A

T&A Period	T&A Code	Description	Item No.	Payroll Header (Cost Center)	Name	Title	Progm & Loc Code	Average Biweekly Salary	Time Hours	Amount (Including Leave)
**										
*Time & Activity Code :	B635									
10/18/1995	B635	243019 CARLTON CLNRS	80262	672001 KE 83	BOLOGNA KELLY A	ENVIRNL ENGINEER 2	WC/00	1123.90	0.25	7.53
12/13/1995	B635	243019 CARLTON CLNRS	47014	430221 L2 95	GUPTA SWAPAN	ENVIRNL ENGINEER 2	QB/00	2159.46	1.50	52.08
05/29/1996	B635	243019 CARLTON CLNRS	80234	675253 KE 86	PERRY CAROL D	ENVIRNL PRGM SPEC 1	QB/00	1512.03	1.50	36.47
06/26/1996	B635	243019 CARLTON CLNRS	47245	430328 L2 96	BREVDO VADIM	ENVIRNL ENGINEER 1	QA/20	1555.83	3.00	75.05
07/24/1996	B635	243019 CARLTON CLNRS	80234	675253 KE 86	PERRY CAROL D	ENVIRNL PRGM SPEC 1	QB/00	1512.03	6.50	158.02
02/05/1997	B635	243019 CARLTON CLNRS	47245	430328 L2 96	BREVDO VADIM	ENVIRNL ENGINEER 1	QA/20	1555.83	2.00	50.21
04/30/1997	B635	243019 CARLTON CLEAN	47245	430328 L2 97	BREVDO, VADIM	ENVIRNL ENGINEER 1	QA/20	2112.18	2.00	68.09
08/20/1997	B635	243019 CARLTON CLEAN	47245	430328 L2 97	BREVDO, VADIM	ENVIRNL ENGINEER 1	QA/20	1604.66	1.00	25.87
09/17/1997	B635	243019 CARLTON CLEAN	47245	430328 L2 97	BREVDO, VADIM	ENVIRNL ENGINEER 1	QA/20	1604.66	1.50	38.81
02/04/1998	B635	243019 CARLTON CLEAN	80251	676534 KE 86	HARRINGTON, DAVID K	ENVIRNL ENGINEER 1	QC/00	1731.38	13.50	374.18
04/01/1998	B635	243019 CARLTON CLEAN	15183	208894 98	BREVDO, VADIM	ENVIRNL ENGINEER 2	QA/20	1855.66	2.50	75.00
04/01/1998	B635	243019 CARLTON CLEAN	47660	430116 L2 98	RUSINKO, ROSALIE KOLB	SENR ATTORNEY	CC/00	2205.58	4.50	160.48
04/29/1998	B635	243019 CARLTON CLEAN	47660	430116 L2 98	RUSINKO, ROSALIE KOLB	SENR ATTORNEY	CC/00	2491.26	1.00	40.28
07/22/1998	B635	243019 CARLTON CLEAN	47660	430116 L2 98	RUSINKO, ROSALIE KOLB	SENR ATTORNEY	CC/00	2267.56	1.50	54.62
01/06/1999	B635	243019 CARLTON CLEAN	15183	208894 98	BREVDO, VADIM	ENVIRNL ENGINEER 2	QA/20	1920.60	1.50	45.89
02/03/1999	B635	243019 CARLTON CLEAN	15183	208894 98	BREVDO, VADIM	ENVIRNL ENGINEER 2	QA/20	1920.60	7.00	209.32
03/31/1999	B635	243019 CARLTON CLEAN	47660	430116 L2 98	RUSINKO, ROSALIE KOLB	SENR ATTORNEY	CC/00	2346.93	1.00	33.83
05/26/1999	B635	243019 CARLTON CLEAN	47660	430116 L2 99	RUSINKO, ROSALIE KOLB	SENR ATTORNEY	CC/00	2404.50	3.50	132.01
07/21/1999	B635	243019 CARLTON CLEAN	47660	430116 L2 99	RUSINKO, ROSALIE KOLB	SENR ATTORNEY	CC/00	2404.50	3.50	132.01
08/18/1999	B635	243019 CARLTON CLEAN	15183	208894 99	BREVDO, VADIM	ENVIRNL ENGINEER 2	QA/20	1976.70	2.50	72.71
08/18/1999	B635	243019 CARLTON CLEAN	47660	430116 L2 99	RUSINKO, ROSALIE KOLB	SENR ATTORNEY	CC/00	2404.50	9.50	360.68

New York State Department of Environmental Conservation
Bureau of Federal and Municipal Accounts
Time & Activity Detail Report

T&A Period	T&A Code	Description	Item No.	Payroll Header (Cost Center)	Name	Title	Progm & Loc Code	Average Biweekly Salary	Time Hours	Amount (Including Leave)
**										
*Time & Activity Code :	B635									
10/13/1999	B635	243019 CARLTON CLEAN	47660	430116 L2 99	RUSINKO, ROSALIE KOLB	SENR ATTORNEY	CC/00	2404.50	0.50	18.98
11/10/1999	B635	243019 CARLTON CLEAN	15183	208894 99	BREVDO, VADIM	ENVIRNL ENGINEER 2	QA/20	1976.70	5.00	149.57
03/01/2000	B635	243019 CARLTON CLEAN	15183	208894 99	BREVDO, VADIM	ENVIRNL ENGINEER 2	QA/20	1976.70	1.50	44.30
03/01/2000	B635	243019 CARLTON CLEAN	47660	430116 L2 99	RUSINKO, ROSALIE KOLB	SENR ATTORNEY	CC/00	2404.50	1.50	56.58
05/24/2000	B635	243019 CARLTON CLEAN	15183	208894 00	BREVDO, VADIM	ENVIRNL ENGINEER 2	QA/20	2043.65	1.00	31.24
07/19/2000	B635	243019 CARLTON CLEAN	15183	208894 00	BREVDO, VADIM	ENVIRNL ENGINEER 2	QA/20	2043.65	1.00	32.79
05/23/2001	B635	243019 CARLTON CLEAN	15183	208894 01	BREVDO, VADIM	ENVIRNL ENGINEER 2	QA/20	2319.08	3.00	108.18
10/10/2001	B635	243019 CARLTON CLEAN	15183	208894 01	BREVDO, VADIM	ENVIRNL ENGINEER 2	QA/20	2319.08	1.00	34.87
12/05/2001	B635	243019 CARLTON CLEAN	15183	208894 01	BREVDO, VADIM	ENVIRNL ENGINEER 2	QA/20	2432.45	2.00	72.36
* Subsubtotal *									87.25	2752.01
** Subtotal **									87.25	2752.01
*** Total ***						*** Total ***			87.25	2752.01

Calculated Fringe Benefits Costs	**855.88**
Calculated Indirect Overhead Costs	**1,080.80**
Total T&A Costs plus Fringe and Indirect	**4,688.69**

New York State Department of Environmental Conservation
Bureau of Federal and Municipal Accounts
Time & Activity Detail Report

EXHIBIT II, B

T&A Period	T&A Code	Description	Item No.	Payroll Header (Cost Center)	Name	Title	Progm & Loc Code	Average Biweekly Salary	Time Hours	Amount (Including Leave)
**										
*Time & Activity Code :	D236									
03/01/2000	D236	VC 2-43-019 CHARLTON	47791	430221 L2 99	POLICASTRO, BRIAN D	LABORATORY TECH	QF/00	1086.52	6.50	111.54
07/19/2000	D236	VC 2-43-019 CHARLTON	47657	430116 L2 00	DAMBROSIO, DENISE	ASSNT COUNSL	CC/00	3268.84	1.00	50.77
* Subsubtotal *									7.50	162.31
** Subtotal **									7.50	162.31
*** Total ***						*** Total ***			7.50	162.31

Calculated Fringe Benefits Costs	48.96
Calculated Indirect Overhead Costs	63.32
Total T&A Costs plus Fringe and Indirect	274.59

New York State Department of Environmental Conservation
Division of Environmental Remediation
Payments/Encumbered Amounts - Summary
(Based on Sites)

EXHIBIT III

Date: 9/21/2011

Site ID: 243019 - Charlton Cleaners

Project Type	Fund Source	Contract No.	WA No.	Contractor Name	Encumbered Amount	Payment Amount
Site Characterization	86 EQBA	D002708	23	DVIRKA & BARTILUCC	$33,930.16	$33,930.16
				Sub. Total on Proj. Type:	**$33,930.16**	**$33,930.16**
				Total Enc. Amt:	**$33,930.16**	**$33,930.16**

APPENDIX "A"

STANDARD CLAUSES FOR ALL NEW YORK STATE STATE SUPERFUND ORDERS

APPENDIX A

STANDARD CLAUSES FOR ALL NEW YORK STATE SUPERFUND ADMINISTRATIVE ORDERS

The parties to the State Superfund Order (hereinafter "Order") agree to be bound by the following clauses which are hereby made a part of the Order. The word "Respondent" herein refers to any party to the Order, other than the New York State Department of Environmental Conservation (hereinafter "Department").

I. Citizen Participation Plan

Within twenty (20) days after the effective date of this Order, Respondent shall submit for review and approval a written citizen participation plan prepared in accordance with the requirements of ECL §27-1417 and 6 NYCRR sections 375-1.10 and 375-3.10. Upon approval, the Citizen Participation Plan shall be deemed to be incorporated into and made a part of this Order.

II. Initial Submittal

Within thirty (30) days after the effective date of this Order, Respondent shall submit to the Department a Records Search Report prepared in accordance with Exhibit "B" attached to the Order. The Records Search Report can be limited if the Department notifies Respondent that prior submissions satisfy specific items required for the Records Search Report.

III. Development, Performance, and Reporting of Work Plans

A. Work Plan Requirements

All activities at the Site that comprise any element of an Inactive Hazardous Waste Disposal Site Remedial Program shall be conducted pursuant to one or more Department-approved work plans ("Work Plan" or "Work Plans") and this Order and all activities shall be consistent with the National Oil and Hazardous Substances Pollution Contingency Plan (NCP), 40 C.F.R. Part 300, as required under CERCLA, 42 U.S.C. § 9600 *et seq*. The Work Plan(s) under this Order shall address both on-Site and off-Site conditions and shall be developed and implemented in accordance with 6 NYCRR § 375-1.6(a), 375-3.6, and 375-6. All Department-approved Work Plans shall be incorporated into and become enforceable parts of this Order. Upon approval of a Work Plan by the Department, Respondent shall implement such Work Plan in accordance with the schedule contained therein. Nothing in this Subparagraph shall mandate that any particular Work Plan be submitted.

The Work Plans shall be captioned as follows:

1. Site Characterization ("SC") Work Plan: a Work Plan which provides for the identification of the presence of any hazardous waste disposal at the Site;

2. Remedial Investigation/Feasibility Study ("RI/FS") Work Plan: a Work Plan which provides for the investigation of the nature and extent of contamination within the boundaries of the Site and emanating from such Site and a study of remedial alternatives to address such on-site and off-site contamination;

3. Remedial Design/Remedial Action ("RD/RA") Work Plan: a Work Plan which provides for the development and implementation of final plans and specifications for implementing the remedial alternative set forth in the ROD;

4. "IRM Work Plan" if the Work Plan provides for an interim remedial measure;

5. "Site Management Plan" if the Work Plan provides for the identification and implementation of institutional and/or engineering controls as well as any necessary monitoring and/or operation and maintenance of the remedy; or

6. "Supplemental" if additional work plans other than those set forth in II.A.1-5 are required to be prepared and implemented.

B. Submission/Implementation of Work Plans

1. Respondent may opt to propose one or more additional or supplemental Work Plans (including one or more IRM Work Plans) at any time, which the Department shall review for appropriateness and technical sufficiency.

2. Any proposed Work Plan shall be submitted for the Department's review and approval and shall include, at a minimum, a chronological description of the anticipated activities, a schedule for performance of those activities, and sufficient detail to allow the Department to evaluate that Work Plan.

i. The Department shall notify Respondent in writing if the Department determines that any element of a Department-approved Work Plan needs to be modified in order to achieve the objectives of the Work Plan as set forth in Subparagraph III.A or to ensure that the Remedial Program otherwise protects human health and the environment. Upon receipt of such notification, Respondent shall, subject to dispute resolution pursuant to Paragraph XV, modify the Work Plan.

ii. The Department may request, subject to dispute resolution pursuant to Paragraph XV, that Respondent submit additional or supplemental Work Plans for the Site to complete the current remedial phase within thirty (30) Days after the Department's written request.

3. A Site Management Plan, if necessary, shall be submitted in accordance with the schedule set forth in the IRM Work Plan or Remedial Work Plan.

4. During all field activities conducted under a Department-approved Work Plan, Respondent shall have on-Site a representative who is qualified to supervise the activities undertaken in accordance with the provisions of 6 NYCRR 375-1.6(a)(3).

5. A Professional Engineer must stamp and sign all Work Plans other than SC or RI/FS Work Plans.

C. Submission of Final Reports and Periodic Reports

1. In accordance with the schedule contained in a Work Plan, Respondent shall submit a final report as provided at 6 NYCRR 375-1.6(b) and a final engineering report as provided at 6 NYCRR 375-1.6(c).

2. Any final report or final engineering report that includes construction activities shall include "as built" drawings showing any changes made to the remedial design or the IRM.

3. In the event that the final engineering report for the Site requires Site management, Respondent shall submit an initial periodic report by in accordance with the schedule in the Site Management Plan and thereafter in accordance with a schedule determined by the Department. Such periodic report shall be signed by a Professional Engineer or by such other qualified environmental professional as the Department may find acceptable and shall contain a certification as provided at 6 NYCRR 375-1.8(h)(3). Respondent may petition the Department for a determination that the institutional and/or engineering controls may be terminated. Such petition must be supported by a statement by a Professional Engineer that such controls are no longer necessary for the protection of public health and the environment. The Department shall not unreasonably withhold its approval of such petition.

4. Within sixty (60) days of the Department's approval of a Final Report, Respondent shall submit such additional Work Plans as is required by the Department in its approval letter of such Final Report. Failure to submit any additional Work Plans within such period shall be a violation of this Order.

D. Review of Submittals

1. The Department shall make a good faith effort to review and respond in writing to each submittal Respondent makes pursuant to this Order within sixty (60) Days. The Department's response shall include, in accordance with 6 NYCRR 375-1.6(d), an approval, modification request, or disapproval of the submittal, in whole or in part.

i. Upon the Department's written approval of a Work Plan, such Department-approved Work Plan shall be deemed to be incorporated into and made a part of this Order and shall be implemented in accordance with the schedule contained therein.

ii. If the Department modifies or requests modifications to a submittal, it shall specify the reasons for such modification(s). Within fifteen (15) Days after the date of the Department's written notice that Respondent's submittal has been disapproved, Respondent shall notify the Department of its election in accordance with 6 NYCRR 375-1.6(d)(3). If Respondent elects to modify or accept the Department's modifications to the submittal, Respondent shall make a revised submittal that incorporates all of the Department's modifications to

the first submittal in accordance with the time period set forth in 6 NYCRR 375-1.6(d)(3). In the event that Respondent's revised submittal is disapproved, the Department shall set forth its reasons for such disapproval in writing and Respondent shall be in violation of this Order unless it invokes dispute resolution pursuant to Paragraph XV and its position prevails. Failure to make an election or failure to comply with the election is a violation of this Order.

iii. If the Department disapproves a submittal, it shall specify the reasons for its disapproval. Within fifteen (15) Days after the date of the Department's written notice that Respondent's submittal has been disapproved, Respondent shall notify the Department of its election in accordance with 6 NYCRR 375-1.6(d)(4). If Respondent elects to modify the submittal, Respondent shall make a revised submittal that addresses all of the Department's stated reasons for disapproving the first submittal in accordance with the time period set forth in 6 NYCRR 375-1.6(d)(4). In the event that Respondent's revised submittal is disapproved, the Department shall set forth its reasons for such disapproval in writing and Respondent shall be in violation of this Order unless it invokes dispute resolution pursuant to Paragraph XV and its position prevails. Failure to make an election or failure to comply with the election is a violation of this Order.

2. Within thirty (30) Days after the Department's approval of a final report, Respondent shall submit such final report, as well as all data gathered and drawings and submittals made pursuant to such Work Plan, in an electronic format acceptable to the Department. If any document cannot be converted into electronic format, Respondent shall submit such document in an alternative format acceptable to the Department.

E. Department's Issuance of a ROD

1. Respondent shall cooperate with the Department and provide reasonable assistance, consistent with the Citizen Participation Plan, in soliciting public comment on the proposed remedial action plan ("PRAP"), if any. After the close of the public comment period, the Department shall select a final remedial alternative for the Site in a ROD. Nothing in this Order shall be construed to abridge any rights of Respondent, as provided by law, to judicially challenge the Department's ROD.

2. Respondent shall have 60 days from the date of the Department's issuance of the ROD to notify the Department in writing whether it will implement the remedial activities required by such ROD. If the Respondent elects not to implement the required remedial activities, then this order shall terminate in accordance with Paragraph XIV.A. Failure to make an election or failure to comply with the election is a violation of this Order.

F. Institutional/Engineering Control Certification

In the event that the remedy for the Site, if any, or any Work Plan for the Site, requires institutional or engineering controls, Respondent shall submit a written certification in accordance with 6 NYCRR 375-1.8(h)(3) and 375-3.8(h)(2).

IV. Penalties

A. 1. 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 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 Respondent's obligations under this Order.

B. 1. 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). 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 Respondent's economic inability to comply with any obligation, the failure of 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.

2. 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. Respondent shall be deemed to know of any circumstance which it, any entity controlled by it, or its contractors knew or should have known.

3. 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) Respondent complied with the requirements of Subparagraph IV.B.2 regarding timely notification.

4. 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 majuere event, in accordance with 375-1.5(4).

5. If the Department rejects Respondent's assertion that an event provides a defense to non-compliance with this Order pursuant to Subparagraph IV.B, Respondent shall be in violation of this Order unless it invokes dispute resolution pursuant to Paragraph XV and Respondent's position prevails.

V. Entry upon Site

A. Respondent hereby consents, upon reasonable notice under the circumstances presented, to entry upon the Site (or areas in the vicinity of the Site which may be under the control of Respondent) by any duly designated officer or employee of the Department or any State agency having jurisdiction with respect to matters addressed pursuant to this Order, and by any agent, consultant, contractor, or other person so authorized by the Commissioner, all of whom shall abide by the health and safety rules in effect for the Site, for inspecting, sampling, copying records related to the contamination at the Site, testing, and any other activities necessary to ensure Respondent's compliance with this Order. Upon request, Respondent shall (i) provide the Department with suitable work space at the Site, including access to a telephone, to the extent available, and (ii) permit the Department full access to all non-privileged records relating to matters addressed by this Order. Raw data is not considered privileged and that portion of any privileged document containing raw data must be provided to the Department. In the event Respondent is unable to obtain any authorization from third-party property owners necessary to perform its obligations under this Order, the Department may, consistent with its legal authority, assist in obtaining such authorizations.

B. The Department shall have the right to take its own samples and scientific measurements and the Department and Respondent shall each have the right to obtain split samples, duplicate samples, or both, of all substances and materials sampled. The Department shall make the results of any such sampling and scientific measurements available to Respondent.

VI. Payment of State Costs

A. Within forty-five (45) days after receipt of an itemized invoice from the Department, Respondent shall pay to the Department a sum of money which shall represent reimbursement for State Costs as provided by 6 NYCRR 375-1.5 (b)(3)(i). Failure to timely pay any invoice will be subject to late payment charge and interest at a rate of 9% from the date the payment is due until the date the payment is made.

B. Costs shall be documented as provided by 6 NYCRR 375-1.5(b)(3). The Department shall not be required to provide any other documentation of costs, provided however, that the Department's records shall be available consistent with, and in accordance with, Article 6 of the Public Officers Law.

C. Each such payment shall be made payable to the New York State Department of Environmental Conservation and shall be sent to:

Director, Bureau of Program Management
Division of Environmental Remediation
New York State Department of Environmental Conservation
625 Broadway
Albany, New York 12233-7012

D. The Department shall provide written notification to the Respondent of any change in the foregoing addresses.

E. If Respondent objects to any invoiced costs under this Order, the provisions of 6 NYCRR 375-1.5 (b)(3)(v) and (vi) shall apply. Objections shall be sent to the Department as provided under subparagraph VI.C above.

F. In the event of non-payment of any invoice within the 45 days provided herein, the Department may seek enforcement of this provision pursuant to Paragraph IV or the Department may commence an enforcement action for non-compliance with ECL '27-1423 and ECL 71-4003.

VII. Release and Covenant Not to Sue

Upon the Department's issuance of a Certificate of Completion as provided at 6 NYCRR 375-1.9 and 375-2.9, Respondent shall obtain the benefits conferred by such provisions, subject to the terms and conditions described therein.

VIII. Reservation of Rights

A. Except as provided at 6 NYCRR 375-1.9 and 375-2.9, 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 require performance of further investigations and/or response action(s), to recover natural resource damages, and/or to exercise any summary abatement powers with respect to any person, including Respondent.

B. Except as otherwise provided in this Order, Respondent specifically reserves all rights and defenses under applicable law respecting any Departmental assertion of remedial liability and/or natural resource damages against 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 Respondent's compliance with it shall not be construed as an admission of liability, fault, wrongdoing, or breach of standard of care by 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, 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).

IX. Indemnification

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

X. Public Notice

A. Within thirty (30) Days after the effective date of this Order, Respondent shall provide notice as required by 6 NYCRR 375-1.5(a). Within sixty (60) Days of such filing, Respondent shall provide the Department with a copy of such instrument certified by the recording officer to be a true and faithful copy.

B. If Respondent proposes to transfer by sale or lease the whole or any part of Respondent's interest in the Site, or becomes aware of such transfer, Respondent shall, not fewer than forty-five (45) Days before the date of transfer, or within forty-five (45) Days after becoming aware of such conveyance, notify the Department in writing of the identity of the transferee and of the nature and proposed or actual date of the conveyance, and shall notify the transferee in writing, with a copy to the Department, of the applicability of this Order. However, such obligation shall not extend to a conveyance by means of a corporate reorganization or merger or the granting of any rights under any mortgage, deed, trust, assignment, judgment, lien, pledge, security agreement, lease, or any other right accruing to a person not affiliated with Respondent to secure the repayment of money or the performance of a duty or obligation.

XI. Change of Use

Applicant shall notify the Department at least sixty (60) days in advance of any change of use, as defined in 6 NYCRR 375-2.2(a), which is proposed for the Site, in accordance with the provisions of 6 NYCRR 375-1.11(d). In the event the Department determines that the proposed change of use is prohibited, the Department shall notify Applicant of such determination within forty-five (45) days of receipt of such notice.

XII. Environmental Easement

A. If a Record of Decision for the Site relies upon one or more institutional and/or engineering controls, Respondent (or the owner of the Site) shall submit to the Department for approval an Environmental Easement to run with the land in favor of the State which complies with the requirements of ECL Article 71, Title 36, and 6 NYCRR 375-1.8(h)(2). Upon acceptance of the Environmental Easement by the State, Respondent shall comply with the requirements of 6 NYCRR 375-1.8(h)(2).

B. If the ROD provides for no action other than implementation of one or more institutional controls, Respondent shall cause an environmental easement to be recorded under the provisions of Subparagraph XII.A.

C. If Respondent does not cause such environmental easement to be recorded in accordance with 6 NYCRR 375-1.8(h)(2), Respondent will not be entitled to the benefits conferred by 6 NYCRR 375-1.9 and 375-2.9 and the Department may file an Environmental Notice on the site.

XIII. Progress Reports

Respondent shall submit a written progress report of its actions under this Order to the parties identified in Subparagraph IV.A.1 of the Order by the 10th day of each month commencing with the month subsequent to the approval of the first Work Plan and ending with the Termination date as set forth in Paragraph XIV, unless a different frequency is set forth in a Work Plan. Such reports shall, at a minimum, include: all actions relative to the Site during the previous reporting period and those anticipated for the next reporting period; all approved activity modifications (changes of work scope and/or schedule); all results of sampling and tests and all other data received or generated by or on behalf of Respondent in connection with this Site, whether under this Order or otherwise, in the previous reporting period, including quality assurance/quality control information; information regarding percentage of completion; unresolved delays encountered or anticipated that may affect the future schedule and efforts made to mitigate such delays; and information regarding activities undertaken in support of the Citizen Participation Plan during the previous reporting period and those anticipated for the next reporting period.

XIV. Termination of Order

A. This Order will terminate upon the earlier of the following events:

1. Respondent's election in accordance with Paragraph III.E.2 not to implement the remedial activities required pursuant to the ROD. In the event of termination in accordance with this Subparagraph, this Order shall terminate effective the 5th Day after the Department's receipt of the written notification, provided, however, that if there are one or more Work Plan(s) for which a final report has not been approved at the time of Respondent's notification of its election not to implement the remedial activities in accordance with the ROD, Respondent shall complete the activities required by such previously approved Work Plan(s) consistent with the schedules contained therein. Thereafter, this Order shall terminate effective the 5th Day after the Department's approval of the final report for all previously approved Work Plans; or

2. The Department's written determination that Respondent has completed all phases of the Remedial Program (including Site Management), in which event the termination shall be effective on the 5th Day after the date of the Department's letter stating that all phases of the remedial program have been completed.

B. Notwithstanding the foregoing, the provisions contained in Paragraphs VI and IX shall survive the termination of this Order and any violation of such surviving Paragraphs shall be a violation of this Order, the ECL, and 6 NYCRR 375-2.11(a)(4), subjecting Respondent to penalties as provided under Paragraph IV so long as such obligations accrued on or prior to the Termination Date.

C. If the Order is terminated pursuant to Subparagraph XIV.A.1, neither this Order nor its termination shall affect any liability of Respondent for remediation of the 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, nor shall it affect any defenses to such liability that may be asserted by Respondent. Respondent shall also ensure that it does not leave the Site in a condition, from the perspective of human health and environmental protection, worse than that which existed before any activities under this Order were commenced. Further, the Department's efforts in obtaining and overseeing compliance with this Order shall constitute reasonable efforts under law to obtain a voluntary commitment from Respondent for any further activities to be undertaken as part of a Remedial Program for the Site.

XV. Dispute Resolution

A. In the event disputes arise under this Order, Respondent may, within fifteen (15) Days after Respondent knew or should have known of the facts which are the basis of the dispute, initiate dispute resolution in accordance with the provisions of 6 NYCRR 375-1.5(b)(2).

B. All cost incurred by the Department associated with dispute resolution are State costs subject to reimbursement pursuant to this Order.

C. Nothing contained in this Order shall be construed to authorize Respondent to invoke dispute resolution with respect to the remedy selected by the Department in the ROD or any element of such remedy, nor to impair any right of Respondent to seek judicial review of the Department's selection of any remedy.

XVI.Miscellaneous

A. Respondent agrees to comply with and be bound by the provisions of 6 NYCRR Subparts 375-1 and 375-2; the provisions of such Subparts that are referenced herein are referenced for clarity and convenience only and the failure of this Order to specifically reference any particular regulatory provision is not intended to imply that such provision is not applicable to activities performed under this Order.

B. The Department may exempt Respondent from the requirement to obtain any state or local permit or other authorization for any activity conducted pursuant to this Order in accordance with 6 NYCRR 375-1.12(b), (c), and (d).

C. 1. Respondent shall use best efforts to obtain all Site access, permits, easements, approvals, institutional controls, and/or authorizations necessary to perform Respondent's obligations under this Order, including all Department-approved Work Plans and the schedules contained therein. If, despite Respondent's best efforts, any access, permits, easements, approvals, institutional controls, or authorizations cannot be obtained, Respondent shall promptly notify the Department and include a summary of the steps taken. The Department may, as it deems appropriate and within its authority, assist Respondent in obtaining same.

2. If an interest in property is needed to implement an institutional control required by a Work Plan and such interest cannot be obtained, the Department may require Respondent to modify the Work Plan pursuant to 6 NYCRR 375-1.6(d)(3) to reflect changes necessitated by Respondent's inability to obtain such interest.

D. 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.

E. 1. The terms of this Order shall constitute the complete and entire agreement between the Department and Respondent concerning the implementation of the activities 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 Respondent of 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). Respondent consents to and agrees not to contest the authority and jurisdiction of the Department to enter into or enforce this Order.

2. i. Except as set forth herein, if Respondent desires that any provision of this Order be changed, Respondent shall make timely written application to the Commissioner with copies to the parties listed in Subparagraph IV.A.1.

ii. If Respondent seeks to modify an approved Work Plan, a written request shall be made to the Department's project manager, with copies to the parties listed in Subparagraph IV.A.1.

iii. Requests for a change to a time frame set forth in this Order shall be made in writing to the Department's project attorney and project manager; such requests shall not be unreasonably denied and a written response to such requests shall be sent to Respondent promptly.

F. 1. If there are multiple parties signing this Order, the term "Respondent" shall be read in the plural, the obligations of each such party under this Order are joint and several, and 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.

2. If 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.

3. Notwithstanding the foregoing Subparagraphs XVI.F.1 and 2, if multiple parties sign this Order as Respondents but not all of the signing parties elect to implement a Work Plan, all Respondents are jointly and severally liable for each and every obligation under this Order through the completion of activities in such Work Plan that all such parties consented to; thereafter, only those Respondents electing to perform additional work shall be jointly and severally liable under this Order for the obligations and activities under such additional Work Plan(s). The parties electing not to implement the additional Work Plan(s) shall have no obligations under this Order relative to the activities set forth in such Work Plan(s). Further, only those Respondents electing to implement such additional Work Plan(s) shall be eligible to receive the release and covenant not to sue referenced in Paragraph VII.

G. Respondent shall be entitled to receive contribution protection and/or to seek contribution to the extent authorized by ECL 27-1421(6) and 6 NYCRR 375-1.5(b)(5).

H. 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.

I. Respondent's 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. Respondent and Respondent's successors and assigns shall be bound by this Order. Any change in ownership or corporate status of Respondent shall in no way alter Respondent's responsibilities under this Order.

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 shall be deemed to have the status of an executed original and all of which shall together constitute one and the same.