

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

In the Matter of the
Development and Implementation
of a Remedial Program for an
Inactive Hazardous Waste Disposal
Site under Article 27, Titles 9 and 13, and,
Article 71 of the Environmental Conservation Law

By

Chevron U.S.A. Inc. ("Respondent").

ORDER ON CONSENT

Index # 03-1112-08-12

Site # 314004

WHEREAS,

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 also responsible for the Resource Conservation and Recovery Act Program (RCRA a/k/a the "Industrial Hazardous Waste Management Program") pursuant to Article 27, Title 9 of the ECL and 6 NYCRR Parts 370 – 373.

C. 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.

D. This Order is issued pursuant to the Department's authority under, *inter alia*, ECL Article 27, Titles 9 and 13, ECL Article 71-2727 and ECL 3-0301.

2. Respondent Chevron U.S.A. Inc. is a business corporation authorized to do business in the State of New York. Respondent presently owns and previously operated a research and testing facility on Old Glenham Road, Town of Fishkill, Dutchess County, New York, and is the permittee on the RCRA permit for this facility (hereinafter the "Site"). A map depicting the general boundaries of the Site and the tax parcels is attached hereto as Exhibit A.

3. Respondent has performed corrective action activities at the Site including numerous investigations to determine the nature and extent of chemicals present in the soil, vapor and groundwater; removal and/or closure of potential sources; installation, operation, maintenance, and monitoring of groundwater extraction and remediation systems; routine groundwater monitoring and reporting, all as per Department approved work plans.
4. The southern portion of the Site is listed as a class 4 site with a site number of 356002 in the *Registry of Inactive Hazardous Waste Disposal Sites in New York State*.
5. Respondent is currently listed as permittee for a 6 NYCRR Part 373 permit that governs corrective action, closure, and post-closure activities on portions of the Site (RCRA Permit No. 3-1330-00048/16-0) (the "RCRA Permit") and is also the holder of EPA identification numbers NYD091894899 which covers the entire approximately 150 acre site and NYR00004853 with the following facility name: Texaco Research & Development, Washington Ave, Sereda Property, Glenham, NY 12527-9999, for the generation, transportation and disposal of hazardous waste and a third EPA Hazardous Waste Identification Number NYR00001321 (the "EPA Hazardous Waste Generation Identification Number").
6. Respondent is currently the holder of a Major Oil Storage Facility License ("MOSF") number 3-2780 for a portion of the Site upon which petroleum bulk storage tanks were situated.
7. In connection with Respondent's operation and use of the Site, there were petroleum spills, which were reported to the Department and assigned Spill Numbers which are listed on the Department's Spill Incident Database.
8. The purpose of this Order includes the following:
 - (a) Termination of the RCRA permit and incorporation of all requirements thereunder into this Order.
 - (b) Identify the area subject to the RCRA requirements, including corrective actions, closure activities and post closure care.
 - (c) Evaluate the existing investigation and remediation activities completed to date on the Site to determine whether areas within the Site boundaries require additional investigation and/or remediation.
 - (d) Identify appropriate Operable Units and the process to in the future remove Operable Units from the Order.
 - (e) Complete the RCRA requirements for Corrective Action, Closure and Post Closure Care for the facility.
 - (f) Define the appropriate boundaries of the class 4 listed Inactive Hazardous Waste site.
 - (g) Close the MOSF License.
 - (h) Investigate and remediate any and all petroleum spills associated with the Site.
 - (i) Ensure that all of Respondent's obligations pursuant to any State law, rule, regulation, permit, program or otherwise regarding the environment or the past operation of the Site, including, but not limited to (i) those enumerated in this Order; (ii) those presently existing, but not detailed herein; and (iii) any future

obligations identified and which the Department and Respondent agree should be incorporated herein, are governed by this Order.

9. 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 or disposal of hazardous waste, hazardous substances or petroleum at or from the Site; and/or (iii) an acknowledgment that a release or threatened release of hazardous waste, hazardous substances or petroleum at or from the Site constitutes a significant threat to the public health or environment.

10. Solely with regard to the matters set forth below, Respondent hereby waives any right to a hearing as may be provided by law, consent 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 in accordance with its terms, and agrees not to contest the validity of this Order or its terms.

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

I. Effect of Order

The RCRA Permit is hereby superseded and terminated by this Order. Activities taken by Respondent at the Site will be subject to the terms and provisions of this Order and will be taken pursuant to one or more Department approved work plans to be developed under and in accordance with the terms of this Order. However, any regulatory fees that would be due under the RCRA Permit up to June 1, 2013 will remain due and payable as if the RCRA Permit continued to exist for this site.

- A. Upon the Department's approval of the investigation, remediation, and post-remediation monitoring plan of the MOSF at the site, the MOSF license shall be terminated and the MOSF shall be deemed closed by the Department.
- B. Respondent and the Department shall cooperatively commence the process to terminate the EPA Hazardous Waste Identification Numbers NYR00001321 and NYR00004853 issued to Respondent.
- C. Any and all petroleum spills associated with the Site will be investigated and remediated in accordance with this Order.
- D. The Class 4 Inactive Hazardous Waste Site shall be subject to the terms and provisions of this Order.
- E. This Order shall not in any way regulate or affect the State Pollution Discharge Elimination Permit ("SPDES") or Dam permit issued for this Site.

- F. All prior agreements, Orders on Consent or the like between Respondent and the Department concerning the Site are terminated and all obligations pursuant to such agreements shall be governed by the terms and provisions of this Order.

II. Evaluation of Operable Units and Existing Conditions

- A. Respondent has set forth in paragraph (B) below (and the Department has approved) four (4) Operable Units for the Site. An overall site plan identifying the Operable Units is attached as Exhibit B. The Department recognizes the expected future use for some of these Operable Units are not known at this time and Respondent shall identify proposed categories of general usage for such Operable Unit within 120 days after the Department has accepted the Remedial Action Work Plan for final remediation of each Operable Unit. If in the future an Operable Unit's intended use shall change, Respondent shall complete all investigation and remediation activities as determined by the Department, in order to complete remediation of each Operable Unit for the new proposed use. Respondent shall also have the right, in its sole discretion, to propose for the Department's approval additional Operable Units or division of the Operable Units set forth in paragraph (B) below into additional discrete Operable Units. The Department may propose additional Operable Units or division of existing Operable Units. Upon the Department's approval of any future proposed Operable Units, Respondent shall submit appropriate workplans, in accordance with approved schedules for completion of the investigation and remediation required for such newly approved Operable Unit.
- B. The Department hereby approves the following Operable Units:
- (1) Operable Unit - 1 ("OU-1") – the "Remainder of the Chevron Properties." A site plan is attached as Exhibit "B." OU-1 is the Chevron parcel known as Lot 1 (Tax Parcel 839339), Lot 2 (Tax Parcel 908283) (including land on Lots 1 and 2 located underneath the Fishkill Creek), the Church Street parcels (Tax Parcels 730327 and 686282), the former rail siding lot (Tax Parcel 879250) and the approximately 90 acre parcel (which includes the Class four Inactive Hazardous Waste site) (Tax Parcel 835088);
 - (2) Operable Unit - 2 ("OU-2") – the "Washington Avenue Road Dedication Parcel." A site plan depicting OU-2 is attached as Exhibit "C." OU-2 is an approximately 10,163 square foot (0.233 acre) area of the existing Washington Avenue which had not been previously dedicated to the Town of Fishkill (the "Town"). This property is located outside the fenced portion of Respondent's property and the Town has operated and maintained this portion of the road for decades as though it had been previously accepted for dedication;
 - (3) Operable Unit - 3 ("OU-3") – the "0.67 Acre Vacant Parcel." A site plan of OU-3 is attached as Exhibit "D." OU-3 is the approximate 0.67 acre vacant parcel

identified as (no number) Washington Avenue and identified on the Dutchess County Tax Map as Parcel ID No. 795253; and

- (4) Operable Unit - 4 ("OU-4") – the "Hydro Electric Facility & Dam – Lot 3." A site plan depicting OU - 4 is attached as Exhibit "E." OU – 4 is identified as "Lot 3" on the Subdivision Map filed in the Dutchess County Clerk's Office as Filed Map No. 12406 on August 21, 2012. This Operable Unit includes the Hydro-Electric Facility, Dam, land underneath the Fishkill Creek and the Buildings commonly referred to as Buildings 2, 3, 4, 5 and 6, all located on a 4.033 acre parcel identified on the Dutchess County Tax Map as parcel 812290 with access from Washington Avenue and via an easement to Old Glenham Road.

III. Development, Performance and Reporting of Work Plans

A. Work Plans

All activities for the Operable Units, the MOSF and any petroleum spills shall be conducted pursuant to one or more Department-approved work plans ("Work Plan" or "Work Plans"), which must be developed in accordance with DER-10, 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 any off-Site conditions associated with historic on-Site activities which may exist and shall be developed and implemented in accordance with 6 NYCRR § 375-1.6(a). 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. Each Work Plan submitted shall use one of the following captions on the cover page:

1. Supplemental Site Characterization ("SC") Work Plan: a Work Plan whose objective is to identify the presence of any hazardous waste disposal at the Site, and/or to delineate the boundaries of operable units where hazardous wastes may be present;
2. Supplemental Remedial Investigation/Feasibility Study ("RI/FS") or RCRA Facility Investigation/Corrective Measures Study ("RFI/CMS") Work Plan: a Work Plan whose objective is to perform a Remedial Investigation and a Feasibility Study or a RCRA Facility Investigation and Corrective Measures Study, in order to recommend additional remedial action or corrective action;
3. Interim Remedial or Corrective Measure ("IRM" or "ICM") Work Plan: a Work Plan whose objective is to provide for an interim remedial or corrective measure.
4. Citizen Participation ("CP") Plan: a Work Plan whose objective is to provide a process for the affected and interested public to become informed about site issues and to effectively participate in the decision making process for site remedial, corrective, or closure actions.

5. Supplemental Remedial Design/Remedial Action ("RD/RA") or Corrective Measure Implementation ("CMI") Work Plan: a Work Plan whose objective is to provide for the development and implementation of final plans and specifications for implementing the remedial alternatives set forth in a ROD or Statement of Basis.

6. Site Management Plan ("SMP") or Closure/Post-Closure Plan ("PCP"): a Work Plan whose objective is to identify and implement the institutional and engineering controls required for the Site or to develop and implement final plans to close a hazardous waste facility, as well as any necessary monitoring and/or operation and maintenance of remedial or corrective measures. An Interim Site Management Plan is a Work Plan with this objective that pertains to an Operable Unit or portion thereof.

B. Submission/Implementation of Work Plans

1. (a) Within sixty (60) days of the Department's determination that supplemental investigation and/or remediation is required for an operable unit, Respondent will submit one or more Work Plans identified in Paragraph III.A pertaining to such operable unit. Such Work Plans may be documents previously developed pursuant to the RCRA Permit, or modifications thereof, captioned pursuant to Paragraph III.A.

(b) The Department may request that Respondent submit additional or supplemental Work Plans for the Site. Within thirty (30) days after the Department's written request, Respondent shall advise the Department in writing whether the requested additional or supplemental Work Plan will be submitted and implemented. If Respondent elects to submit and implement such Work Plan, Respondent shall submit the requested Work Plan within sixty (60) days after such election.

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

(d) Any request made by the Department under Subparagraph III.B.1.(b) shall be subject to dispute resolution pursuant to Paragraph XI.

2. A Professional Engineer must stamp and sign all Work Plans, except as otherwise authorized by DER-10-1.5.

3. During all field activities conducted under this Order, Respondent shall have on-Site a representative who is qualified to supervise the activities undertaken. Such representative may be an employee or a consultant retained by Respondent to perform such supervision as provided at 6 NYCRR Part 375-1.6(a)(3).

C. Modifications to Work Plans

The Department shall notify Respondent in writing if the Department determines that any elements 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 objectives otherwise protects human health and the environment. Upon receipt of such notification, Respondent shall either provide written notification as provided at 6 NYCRR 375-1.6(d)(3) as to whether it will modify the Work Plan, or invoke dispute resolution.

D. Submission of Final Reports and Periodic Review 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 action design, or the IRM/ICM.

3. In the event that the final engineering report for the Site requires Site Management or Post-Closure care, including those which may be subject to an Environmental Easement, as further described in Section XI, hereof, Respondent shall submit a Periodic Review Report by the 18-month anniversary of the start of Site Management. Such Periodic Review 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 shall submit subsequent Periodic Review Reports in accordance with the schedule specified by the Department. 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 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. 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, as provided at 6 NYCRR 375-1.6(d), an approval, modification request, or disapproval of the submittal, in whole or in part.

2. 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.

3. If the Department modifies or requests modifications to a submittal, it shall specify the reasons for such modification(s). Within thirty (30) 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 as provided at 6 NYCRR 375-1.6(d)(3). If Respondent elects to modify or accept the Department's modifications to the submittal, Respondent shall, within sixty (60) days after such election, make a revised submittal that incorporates all of the Department's modifications to the first submittal. 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 XII and its position prevails. Failure to make an election or failure to comply with the election is a violation of this Order.

4. If the Department disapproves a submittal, it shall specify the reasons for its disapproval. Within thirty (30) 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 as provided at 6 NYCRR 375-1.6(d)(4). If Respondent elects to modify the submittal, Respondent shall, within sixty (60) days after such election, make a revised submittal that addresses all of the Department's stated reasons for disapproving the first submittal. 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 XII and its position prevails. Failure to make an election or failure to comply with the election is a violation of this Order.

F. Citizen Participation

Within 90 (ninety) days of the effective date of this Order, Respondent will submit a Citizen Participation Plan ("CP Plan") in accordance with the Citizen Participation Handbook for Remedial Programs for the Department's approval. Respondent shall cooperate with the Department and provide reasonable assistance, consistent with the CP Plan, in soliciting public comment on the Work Plans and Reports identified for public comment in the CP Plan, and additional Work Plans and/or Reports as the Department may require.

G. Release and Covenant Not to Sue

1. 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 and such provisions shall inure to the benefit of subsequent owners of any Operable Unit provided they remain in compliance with the Site Management Plan(s).

2. Respondent may request an assignable release and covenant not to sue letter for an OU for which Respondent has submitted an interim Final Engineering Report ("FER"), in a form similar to Exhibit G. The Department may issue such a release and covenant not to sue for that OU, subject to the Department's approval of a final engineering report for the entire Site. Even if the Department issues a release and covenant not to sue for an OU,

Respondent must still submit an FER and Final SMP for the entire site, when the investigation and remediation activities have been completed for the entire site.

IV. Penalties

A. Respondent's failure to comply with any term of this Order constitutes a violation of this Order and the ECL.

B. 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 event arising from causes beyond the reasonable control of Respondent, of any entity controlled by Respondent, and of Respondent's contractors, that delays or prevents the performance of any obligation under this Order despite Respondent's best efforts to fulfill the obligation ("Force Majeure Event"). The requirement that Respondent exercises best efforts to fulfill the obligation includes using 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 fifteen (15) days after it obtains knowledge of any Force Majeure Event. Respondent shall include in such notice the measures taken and to be taken to prevent or minimize any delays and shall request an appropriate extension or modification of this Order. Failure to give such notice within such fifteen (15) 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 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 V.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 such time as is reasonably necessary to complete those obligations.

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 sixty (60) 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 incurred after January 1, 2012, as provided in 6 NYCRR 375-1.5(b)(3).

B. Within sixty (60) 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, other than those identified in Subparagraph V.A. for work performed at or in connection with the Site through and including the Termination Date, as provided in 6 NYCRR 375-1.5(b)(3).

C. Personal service costs shall be documented as provided by 6 NYCRR 375-1.5(b)(3)(ii). 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.

D. Such invoice shall be sent to Respondent at the following address:

E. Each such payment shall be made payable to the Department of Environmental Conservation and shall be sent to:

Bureau of Program Management
Division of Environmental Remediation
New York State Department of Environmental Conservation
625 Broadway
Albany, New York 12233-7010

F. Each party shall provide written notification to the other within ninety (90) Days of any change in the foregoing addresses.

G. Respondent may contest invoiced costs as provided at 6 NYCRR 375-1.5(b)(3)(v) and (vi).

VII. Reservation of Rights

A. 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 reserve 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 reserve 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).

VIII. 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 for all claims, suits, actions, damages and costs resulting from the acts and/or omissions of Respondent, intentional, negligent, or otherwise, of every nature and description, arising out of or resulting from the compliance or attempted compliance with the provisions of this Order by Respondent or its employees, servants, agents, successors or assigns.

IX. Communications

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

1. Communication from Respondent shall be sent to:

Attn: Paul Patel, P.E.
NYS Department of Environmental Conservation
Division of Environmental Remediation
625 Broadway, Albany, New York 12233-7014
appatel@gw.dec.state.ny.us

Note: One (1) hard copy of plans is required, as well as one (1) electronic copy.

with electronic copies to:

Attn: Benjamin Conlon, Esq.
NYS Department of Environmental Conservation
Office of General Counsel
625 Broadway, Albany, New York 12233-1500
bxconlon@gw.dec.state.ny.us

David A. Crosby, P.E.
NYS Department of Environmental Conservation
Division of Environmental Remediation
625 Broadway, Albany, New York 12233-7014
dacrosby@gw.dec.state.ny.us

Krista Anders (electronic copy only)
New York State Department of Health
Bureau of Environmental Exposure Investigation
Empire State Plaza
Corning Tower Room 1787
Albany, NY 12237
kma06@health.state.ny.us

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

Mark R. Hendrickson
Chevron Environmental Management Company
Superfund & Specialty Portfolios Business Unit
4800 Fournace Place, Room E534C
Bellaire, Texas 77401
mhendrickson@chevron.com

J. Stephen Carow
Senior Counsel, Environmental & Safety Law Group
Chevron Law Department
Chevron Corporation
P.O. Box 4368, Houston, TX 77002

Tel. 713.372.9231 Fax 713.372.9171
e-mail: steve.carow@chevron.com

With copies to:

Nicholas M. Ward-Willis, Esq.
Keane & Beane, P.C.
445 Hamilton Avenue
15th Floor
White Plains, NY 10601
Nward-willis@kblaw.com

Chevron
PO Box 509
Beacon, NY 12508
Attn: Monica Heavey
khea@chevron.com

B. The Department and Respondent reserve the right to designate additional or different addressees for communication upon written notice to the other.

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

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. Environmental Easement

A. If a Department-approved final report for the Site, or Operable Unit thereof, relies upon one or more institutional and/or engineering controls, Respondent 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 Environmental Easement by the State, Respondent shall comply with the requirements of 6 NYCRR 375-1.8(h)(2).

B. If the Department-approved RI/FS or RFI/CMS Report for an operable unit 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 XI.A. 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.

XII. Dispute Resolution

In the event disputes arise under this Order, Respondent may, within thirty (30) 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). Nothing contained in this Order shall be construed to authorize Respondent to invoke dispute resolution with respect to any remedy selected by the Department 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.

XIII. Termination of Order

This Order will terminate upon the Department's written determination that Respondent has completed all phases of the Remedial and Closure Program (including Site Management), in which event the termination shall be effective on the Fifth Day after the date of the Department's approval of the final report relating to the final phase of the Remedial and Closure Program.

XIV. Standard Provisions

Respondent will further comply with the standard provisions which are attached and which constitute material and integral terms of this Order and are hereby incorporated into this document.

DATED:

Albany, New York
OCT 31, 2013

Commissioner Joseph Martens
New York State Department of Environmental
Conservation

By:



Robert Schick
Director
Division of Environmental Remediation

CONSENT BY RESPONDENT Chevron U.S.A. Inc.

Respondent hereby consents to the issuing and entering of this Order without further notice, waive their right to a hearing herein, and agree to be bound by the terms, conditions and provisions contained in this Order.

By (Signature): Brian J Kelly
Print Name: BRIAN J KELLY
Title: REAL PROPERTY OFFICER
Date: OCTOBER 29, 2013

ACKNOWLEDGMENT

STATE OF _____) ss:
COUNTY OF Plase)

On the _____ day of _____ in the year _____ before me personally came _____ to me known, who, being by me duly sworn, did depose and say that s/he resides in _____ that s/he is the _____ of _____, the limited liability company described in and which executed the above instrument; and that s/he signed his/her name thereto by authority of the member(s) of said limited liability company.

Notary Public
Signature and Office of individual taking acknowledgment

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

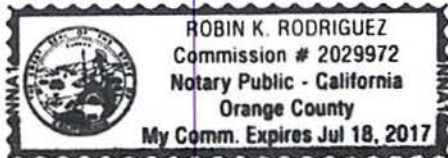
State of California

County of Orange

On October 29, 2013 before me, Robin K Rodriguez (Notary Public)
Date Here Insert Name and Title of the Officer

personally appeared Brian John Kelly
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Robin K Rodriguez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Order on Consent

Document Date: October 29, 2013 Number of Pages: 19

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual ☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual ☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

STANDARD PROVISIONS

Payment. Any penalty assessed pursuant to the terms and conditions of this Order shall be paid by submitting a certified or cashier's check or money order, payable to the Department of Environmental Conservation, to: Department of Environmental Conservation, Office of General Counsel, Attn: Benjamin Conlon Esq., 625 Broadway, 14th Floor, Albany, New York 12233-5550. Unpaid penalties imposed by this Order shall bear interest at the rate of 9 percent per annum for each day the penalty, or any portion thereof, remains unpaid. Payments received shall first be applied to accrued interest charges and then to the unpaid balance of the penalty.

Duration. This Order shall take effect when it is signed by the Commissioner of Environmental Conservation, or his designee, and shall expire when Respondent has fully complied with the requirements of this Order.

Access. For the purpose of monitoring or determining compliance with this Order, employees and agents of the Department shall be provided access to any facility, site, or records owned, operated, controlled or maintained by Respondent, in order to inspect and/or perform such tests as the Department may deem appropriate, to copy such records, or to perform any other lawful duty or responsibility.

Force Majeure. If Respondent cannot comply with a deadline or requirement of this Order, because of an act of God, war, strike, riot, catastrophe, or other condition which was not caused by the negligence or willful misconduct of Respondent and which could not have been avoided by the Respondent through the exercise of due care, Respondent shall apply in writing to the Department within a reasonable time after obtaining knowledge of such fact and request an extension or modification of the deadline or requirement.

Modifications. No change in this Order shall be made or become effective except as specifically set forth by written order of the Commissioner, being made either upon written application of Respondent, or upon the Commissioner's own findings after notice and opportunity to be heard has been given to Respondent. Respondent shall have the burden of proving entitlement to any modification requested pursuant to this Standard Provision or the "Force Majeure" provision, *supra*. Respondent's requests for modification shall not be unreasonably denied by the Department, which may impose such additional conditions upon Respondent as the Department deems appropriate. Notwithstanding the foregoing, if Respondent seeks to modify an approved Work Plan, a written request shall be made to the Department.

Permit Exemption. The Department may exempt Respondent from the requirement to obtain any state or local permit or other authorization for activities conducted pursuant to this Order as provided at 6 NYCRR 375-1.12(b), (c), and (d).

Other Rights. Nothing contained in this Order shall be construed as barring, diminishing, adjudicating or in any way affecting (1) any legal, administrative or equitable rights or claims, actions, suits, causes of action or demands whatsoever that the Department may have against anyone other than Respondent; (2) any right of the Department to enforce administratively or at law or in equity, the terms, provisions and conditions of this Order; (3) any right of the Department to bring any future action, either administrative or judicial, for natural resource damages, or for any other violations of the ECL, the rules and regulations promulgated thereunder, or conditions contained in orders or permits, if any, issued by the Department to Respondent; (4) the summary abatement powers of the Department, either at common law or as granted pursuant to statute or regulation.

Entire Agreement. This Order shall constitute the entire agreement of the Department and Respondent with respect to settlement of those violations specifically referenced herein.

Headings. 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.

Signature of Order. 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.

Binding Effect. The provisions, terms, and conditions of this Order shall be deemed to bind Respondent and Respondent's heirs, legal representatives, receivers, trustees in bankruptcy, successors and assigns.

Service. If either Respondent is represented by an attorney with respect to the execution of this Order, service of a duly executed copy of this Order upon Respondent's counsel by ordinary mail shall be deemed good and sufficient service.

Multiple Respondents. 1. If more than one Respondent is a signatory to this Order, use of the term "Respondent" in these Standard Provisions shall be deemed to refer to each Respondent identified in the Order unless the Order clearly identifies one of the Respondents.

2. If there are multiple parties signing this Order, unless the Order clearly identifies one of the Respondents, 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.

EXHIBIT A – GENERAL SITE MAP

Exhibit B – Overall site plan showing all 4 OU's

Exhibit C - OU 1

Exhibit D – OU2

Exhibit E – OU3

Exhibit F – OU4

Exhibit G – Form Release letter

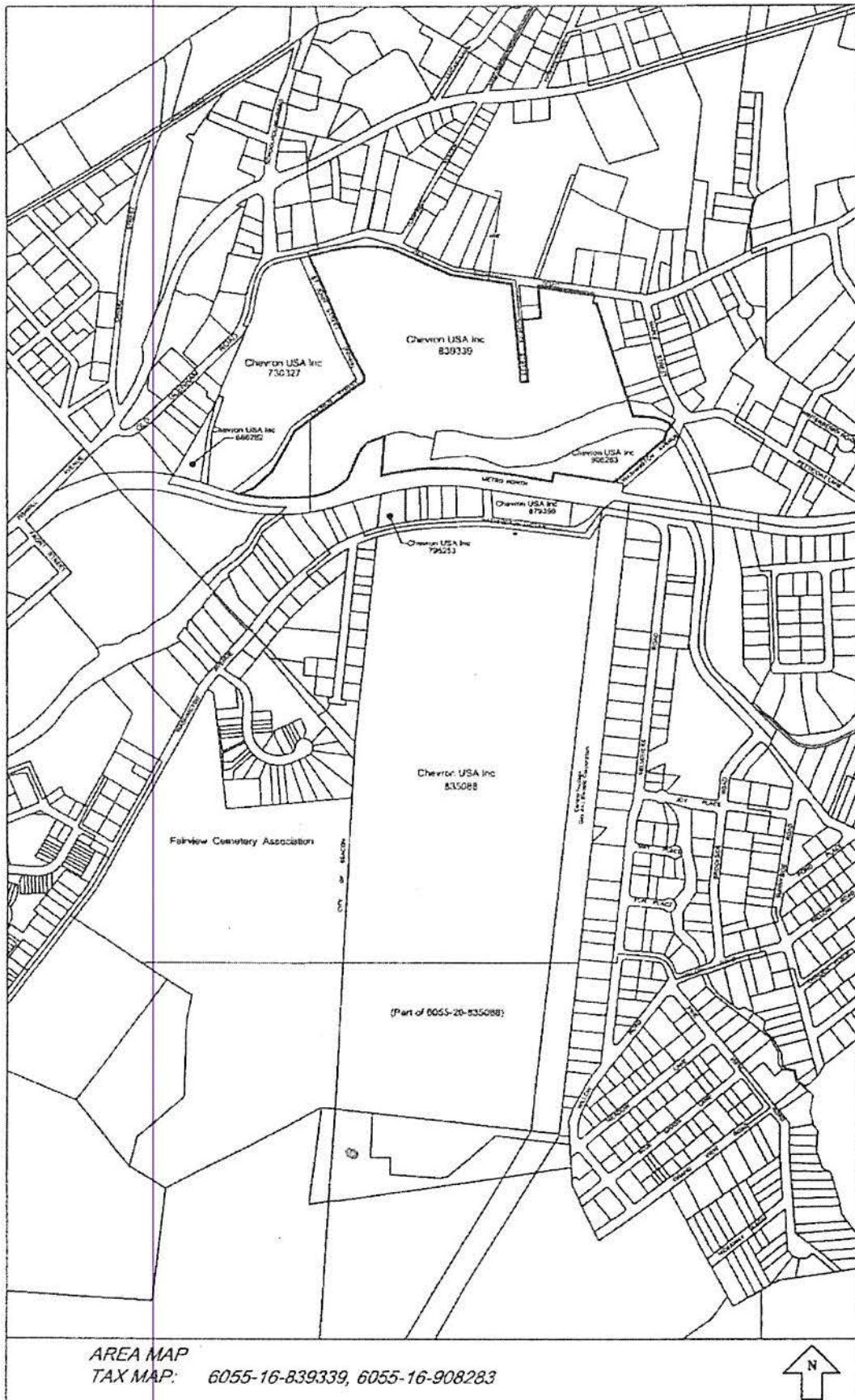
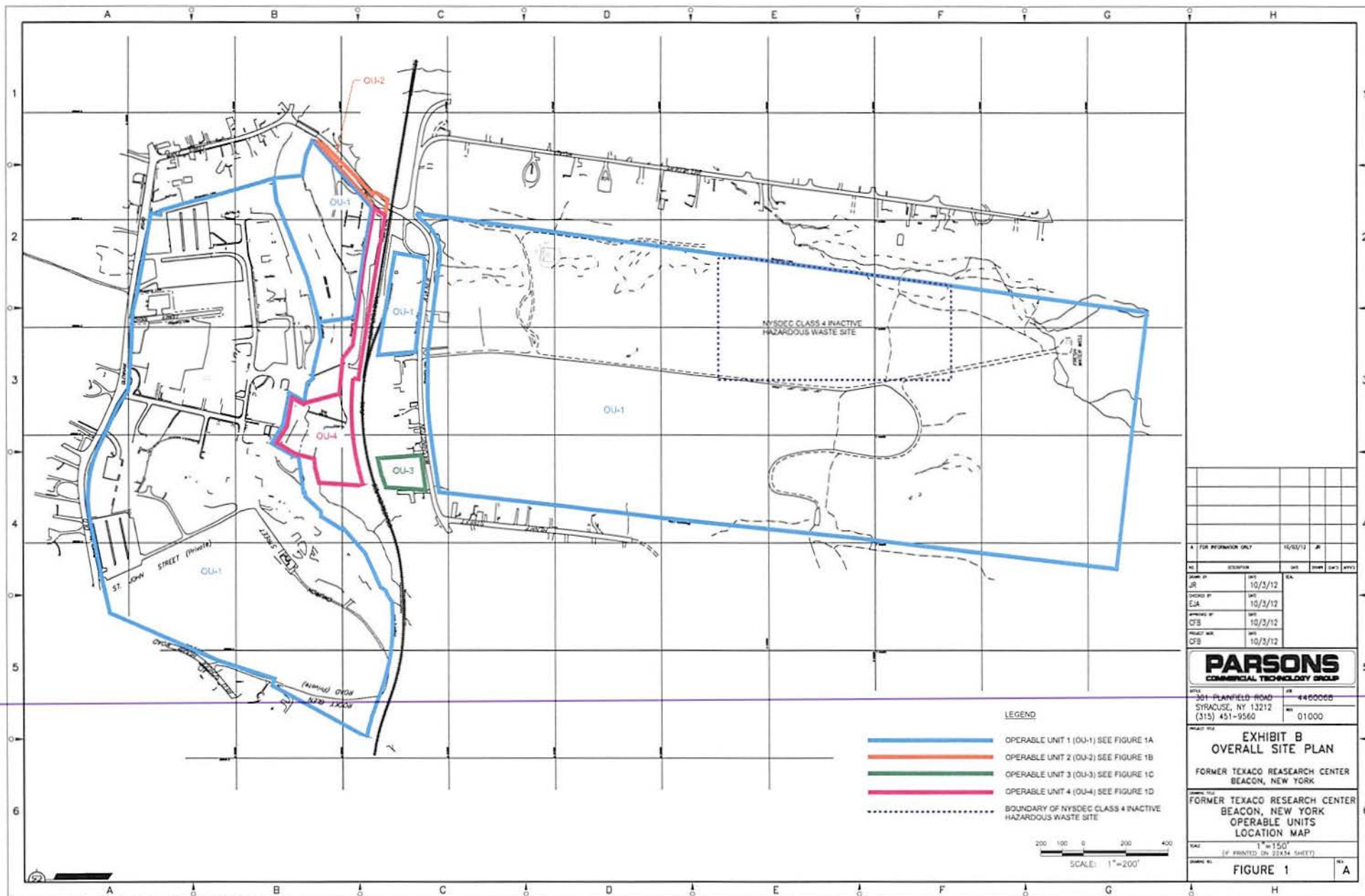


EXHIBIT "A"



A. FOR INFORMATION ONLY				10/03/12	11
NO.	DESCRIPTION	DATE	BY	CHKD	APPV
1	DRWN BY	10/3/12	JA		
2	CHKD BY	10/3/12			
3	APPROV BY	10/3/12			
4	PRJCT MGR	10/3/12			

PARSONS
COMMERCIAL TECHNOLOGY GROUP

301 PLAINFIELD ROAD
SYRACUSE, NY 13212
(315) 451-9560

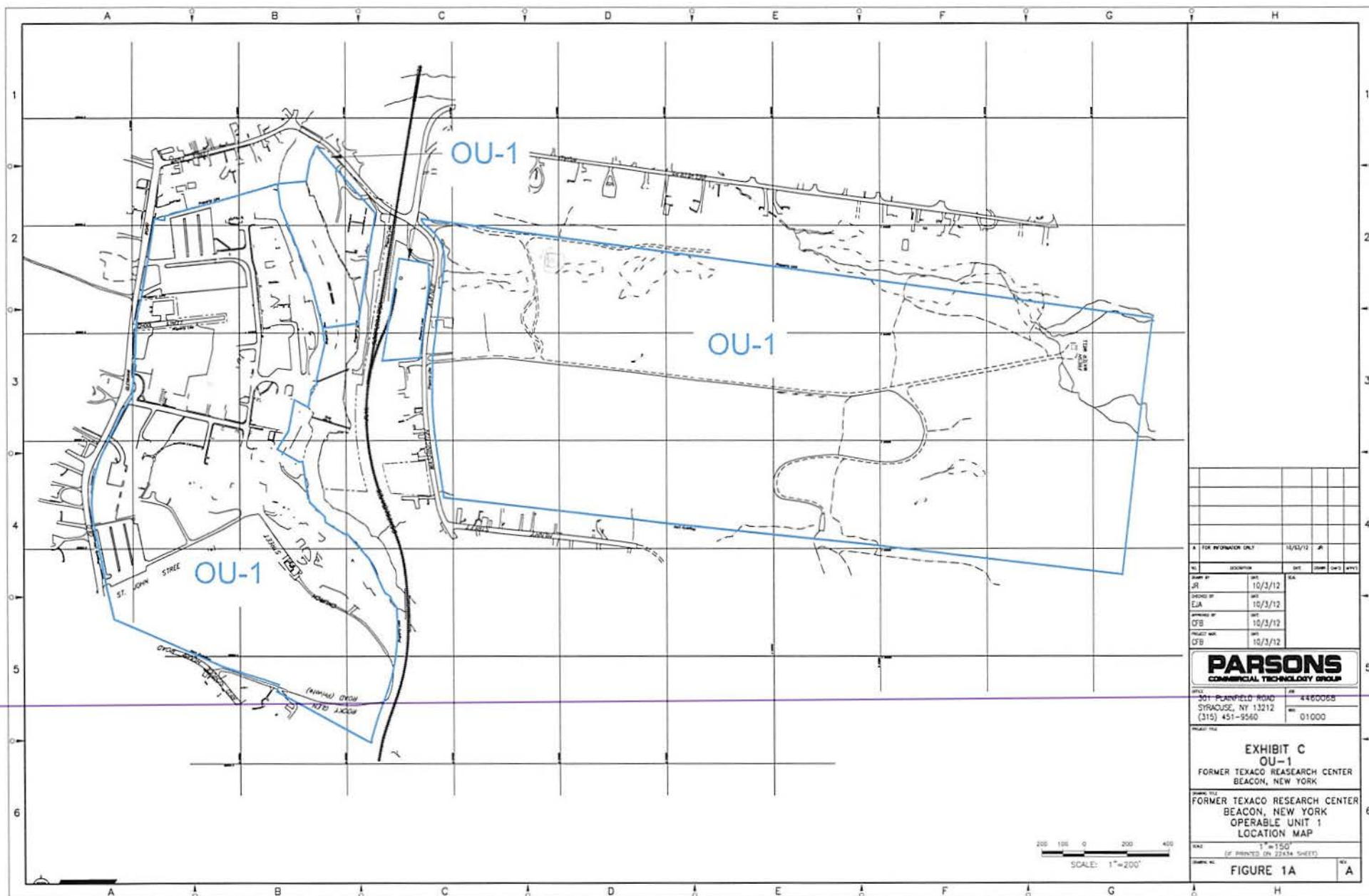
EXHIBIT B
OVERALL SITE PLAN
FORMER TEXACO RESEARCH CENTER
BEACON, NEW YORK

FORMER TEXACO RESEARCH CENTER
BEACON, NEW YORK
OPERABLE UNITS
LOCATION MAP

SCALE: 1"=150'
(IF PRINTED ON 22x34 SHEET)

FIGURE 1

A



FOR INFORMATION ONLY				
NO.	DESCRIPTION	DATE	STATUS	APPROVED
1	DESIGNED BY	DATE	DATE	DATE
2	CHECKED BY	DATE	DATE	DATE
3	APPROVED BY	DATE	DATE	DATE
4	PROJECT MAN.	DATE	DATE	DATE

PARSONS
COMMERCIAL TECHNOLOGY GROUP

301 PLAINFIELD ROAD
SYRACUSE, NY 13212
(315) 451-9560

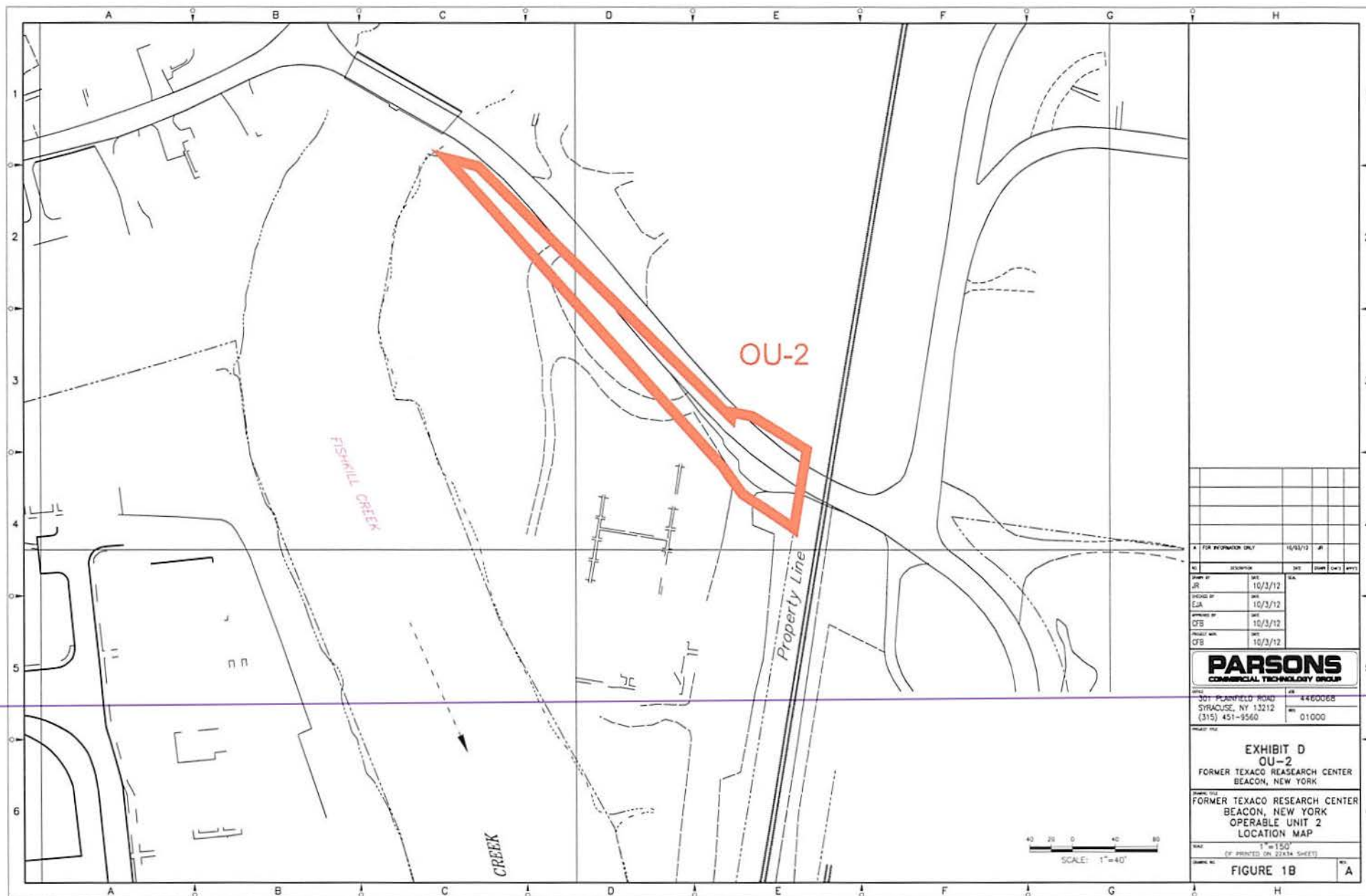
PROJECT NO. 01000

EXHIBIT C
OU-1
FORMER TEXACO RESEARCH CENTER
BEACON, NEW YORK

FORMER TEXACO RESEARCH CENTER
BEACON, NEW YORK
OPERABLE UNIT 1
LOCATION MAP

SCALE: 1"=150'
(IF PRINTED ON 22x34 SHEET)

FIGURE 1A



FOR INFORMATION ONLY				
NO.	DESCRIPTION	DATE	DATE	DATE
1	DRWN BY	JR	10/3/12	BA
2	CHKD BY	EJA	10/3/12	
3	APPROVED BY	CFS	10/3/12	
4	REVIEW BY	CFS	10/3/12	

PARSONS
COMMERCIAL TECHNOLOGY GROUP

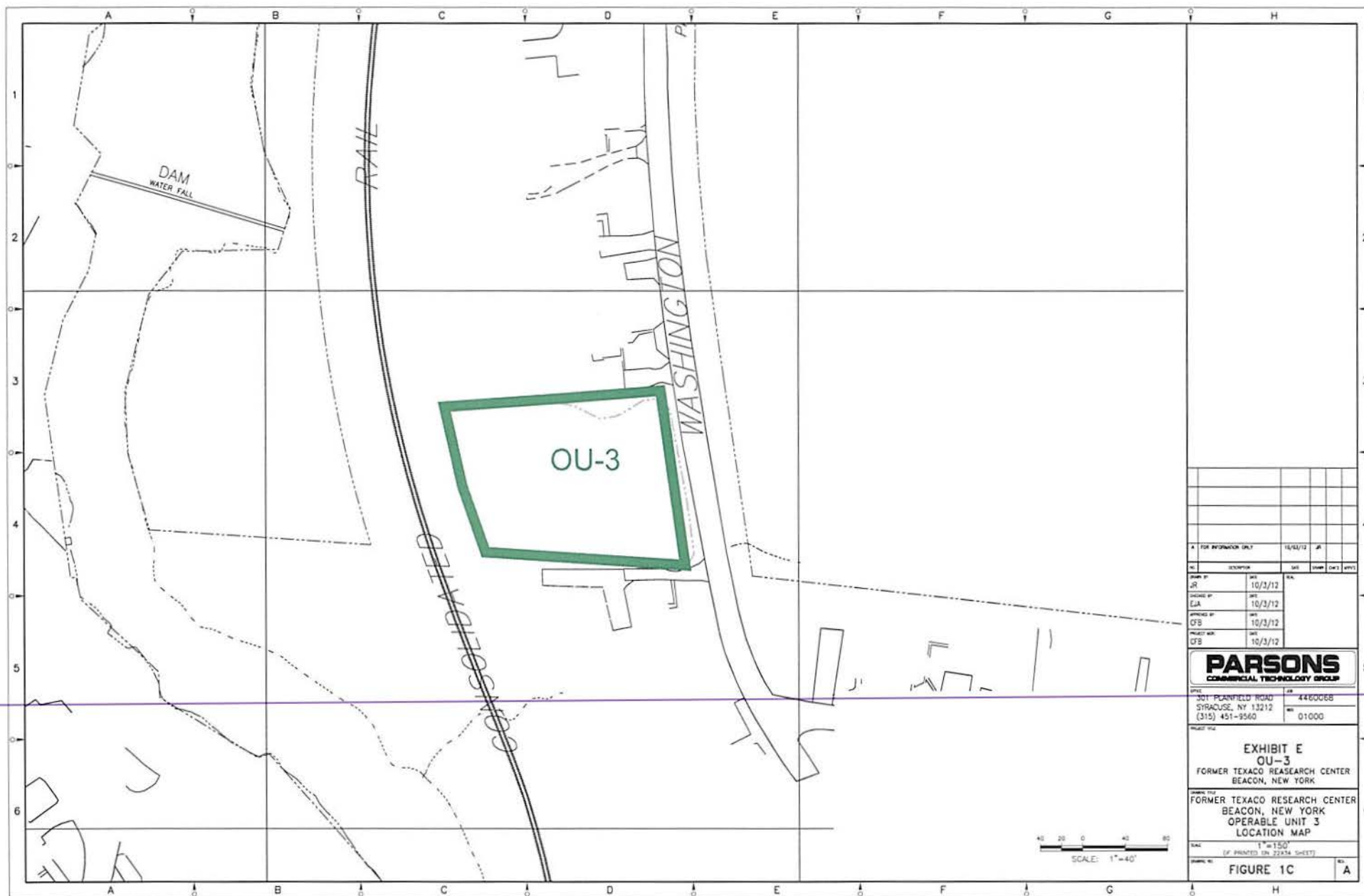
301 PLAINFIELD ROAD
SYRACUSE, NY 13212
(315) 451-5560

EXHIBIT D
OU-2
FORMER TEXACO RESEARCH CENTER
BEACON, NEW YORK

FORMER TEXACO RESEARCH CENTER
BEACON, NEW YORK
OPERABLE UNIT 2
LOCATION MAP

SCALE: 1" = 40'
(IF PRINTED ON 22x34 SHEET)

FIGURE 1B



A FOR INFORMATION ONLY		10/11/12	JA
NO	DESCRIPTION	NO	DATE
DRWN BY	JA	10/3/12	JA
CHECKED BY	EJA	10/3/12	
APPROVED BY	CFB	10/3/12	
PROJECT MGR	CFB	10/3/12	
PARSONS COMMERCIAL TECHNOLOGY GROUP			
DATE	301 PLAINFIELD ROAD SYRACUSE, NY 13212 (315) 451-9560	JA	4460068
PROJECT NO.		NO	01000
EXHIBIT E OU-3 FORMER TEXACO RESEARCH CENTER BEACON, NEW YORK			
FORMER TEXACO RESEARCH CENTER BEACON, NEW YORK OPERABLE UNIT 3 LOCATION MAP			
SCALE: 1"=40'		1"=150'	
(IF PRINTED ON 22x34 SHEET)			
FIGURE 1C		A	



Joe Martens
Commissioner

EXHIBIT "G"

Form Assignable Release and Covenant Not To Sue

Addressee

Unless otherwise specified in this letter, all terms used in this letter shall have the meaning assigned to them under the terms of the Consent Order (Index No. 03-1112-08-12, the "Order") entered into between the New York State Department of Environmental Conservation (the "Department") and Chevron U.S.A. Inc. ("Respondent").

The Department is pleased to report that the Department has approved the Interim Final Engineering Report for OU __, covering the remedial, corrective, and closure measures taken at address in the County of Dutchess, having the Dutchess County Tax Map Identifier number ____, as more particularly described on Appendix "A" attached hereto (the "Property").

The Department, therefore, effective the date of this notification hereby releases, covenants not to sue, and shall forbear from asserting or bringing any claim, action, proceeding, or suit against Respondent and Respondent's sublessees and Respondent's successors and assigns (inclusive of all who hereinafter receive an interest in any part of the Property) and their respective secured creditors, for the further Investigation and Remediation of the Property based upon the Release or threatened Release of any contamination at the property, provided that (a) timely payments of the amounts specified in Paragraph VI of the Order continue to be or have been made to the Department, (b) appropriate notices and environmental easements (if required) have been recorded in accordance with Paragraphs X and XI of the Order, (c) the groundwater underlying said premises shall not be used without treatment rendering it safe for drinking unless permission is obtained from NYSDEC or other entity which replaces NYSDEC, (d) the Respondent and/or Respondent's lessees, sublessees, successors, or assigns continue to or promptly implement the Department-approved Site Management Plan (SMP) or Post-Closure Plan (PCP), if any, and (e) the Respondent timely and appropriately completes the remaining investigation and remediation of the site and includes this OU in the Final SMP and Final Engineering Report for the entire site

Nonetheless, the Department hereby reserves all of its rights concerning, and such release, covenant not to sue, and forbearance shall not extend to natural resource damages nor to any further investigation or Remediation the Department deems necessary:

- due to environmental conditions related to the Property that were unknown to the Department at the time of its approval of the Interim Final Engineering Report which demonstrate that Property's conditions are not sufficiently protective of human health and the environment for the contemplated use for the Property;

- due to reliable information received, in whole or in part, after the Department's approval of the Interim Final Engineering Report, which demonstrates that the activities carried out in accordance with any remedial or corrective measures are not sufficiently protective of human health and the environment for the contemplated use of the Property;
- due to Respondent's failure to implement the Order to the Department's satisfaction; provided, however, that any such reservation of rights by the Department and any such determination by the Department not to extend the release, covenant not to sue, and forbearance, as set forth in Subparagraph III.G.2 of the Order, shall be upon notice to Respondent and shall be conditioned upon the Department's granting to Respondent 30 days to investigate and cure any failure to implement the Order that is alleged by the Department, but this notice and opportunity to cure shall not be available to the Respondent in the event of fraud; or
- due to fraud committed, or mistake made, by Respondent in demonstrating that the OU specific cleanup levels identified in, or to be identified in accordance with, the Interim Final Engineering Report were reached.

Additionally, the Department hereby reserves all of its respective rights concerning, and any such release, covenant not to sue, and forbearance shall not extend to:

- Respondent if Respondent causes a, or suffers the, Release or threat of Release, at the Property of any hazardous substance (as that term is defined at 42 USC 9601[14]) or petroleum (as that term is defined in Navigation Law § 172[15]), other than existing contamination, or if Respondent causes a, or suffers the use of the Property to change from the contemplated use to one requiring a lower level of residual contamination before that use can be implemented with sufficient protection of human health and the environment; nor to
- any of Respondent's lessees, sublessees, successors, or assigns who causes a, or suffers the, Release or threat of Release at the Property of any hazardous substance (as that term is defined at 42 USC 9601 [14]) or petroleum (as that term is defined in Navigation Law § 172(15)), other than existing contamination, or anyone who causes a, or suffers the use of the Property to, change from the contemplated use to one requiring a lower level of residual contamination before that use can be implemented with sufficient protection of human health and the environment; or who is otherwise a party responsible under law for the remediation of the existing contamination independent of any obligation that party may have respecting same established resulting solely from the Order's execution.

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, covenant not to sue, and forbearance shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributable solely to existing contamination.

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

- if with respect to the Property 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 release shall be construed, or deemed, to preclude the

State of New York from recovering such claim.

- except as provided in Subparagraph III.G of the Order and in this letter, nothing contained in the Order or in this letter shall be construed as barring, diminishing, adjudicating, or in any way affecting any of the Department's rights (including, but not limited to, nor exemplified by, the right to recover natural resources damages) with respect to any party, including Respondent.
- nothing contained in this letter shall prejudice any rights of the Department to take any investigatory action or remediation or corrective measures it may deem necessary if Respondent fails to comply with the Order or if contamination other than existing contamination is encountered at the Site.
- nothing contained in this letter shall be construed to prohibit the Commissioner or his duly authorized representative from exercising any summary abatement powers.
- nothing contained in this letter shall be construed to affect the Department's right to terminate the Order at any time during its implementation if Respondent fails to comply substantially with the Order's terms and conditions.

In conclusion, the Department is pleased to be part of this effort to return the Property to productive use of benefit to the entire community.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL
CONSERVATION

By: _____

cc: