

OFFICE OF GENERAL COUNSEL

Deputy Commissioner & General Counsel

New York State Department of Environmental Conservation

625 Broadway, 14th Floor, Albany, New York 12233-1010

Phone: (518) 402-9401 • Fax: (518) 402-9016

www.dec.ny.gov

October 21, 2015

SENT VIA FIRST CLASS MAIL and by
ELECTRONIC MAIL

Mr. David S. Glass, P.E.
TRC Engineers, Inc.
1430 Broadway
10th Floor
New York, NY 10018

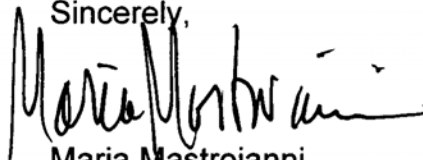
RE: Order on Consent and Administrative Settlement
Star Anchors & Fasteners (Star Expansion)
Site No. 336008

Dear Mr. Glass:

To complete your files, enclosed is a copy of the fully executed Order on Consent and Administrative Settlement, referencing Star Anchors & Fasteners site located 20 Industry Drive, Mountainville, NY and Cornwall Properties, LLC.

If you have any further questions or concerns relating to this matter, please contact attorney Patrick Foster at 518-402-9185.

Sincerely,



Maria Mastroianni
Legal Assistant
Bureau of Remediation
Office of General Counsel

Enclosure

ec: Deb Franzen, NYSDEC



Department of
Environmental
Conservation

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
STATE SUPERFUND PROGRAM
ECL §§ 27-0900 *et seq.* and 27-1301 *et seq.*

In the Matter a Remedial Program for

**ORDER ON CONSENT AND
ADMINISTRATIVE SETTLEMENT**
Index No. CO 3-20150226-27

DEC Site Name: Star Anchors & Fasteners (Star Expansion)

DEC Site No.: 336008

Site Address: 20 Industry Drive
Mountainville, NY 10953-0001
Orange County

Hereinafter referred to as "Site"

by: Cornwall Properties, LLC

Hereinafter referred to as "Respondent"

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 and ECL 3-0301, and resolves Respondent's liability to the State as provided at 6 NYCRR 375-1.5(b)(5).

E. Respondent is the current owner of the Site, but was not the owner or operator of the RCRA units at the time of disposal. Respondent acquired the Site following the bankruptcy of the former owner and operator.

2. The Site is currently listed in the Registry of Inactive Hazardous Waste Disposal Sites in New York State as Site Number 336008 with a Classification of 2 pursuant to ECL 27-1305 and whereon Respondent owns a facility (EPA ID No. NYD001223338) that is subject to the conditions in RCRA Post Closure Permit No. 3-3324-00024-0.

3. The purpose of this Order includes the following:

A. Identification of the area subject to the RCRA Post Closure Care requirements;

B. Evaluation of the existing investigation and remediation activities completed to date on the Site to determine whether areas within the Site boundaries may require additional investigation;

C. Delineation of the vertical extent of contamination and remediation of those areas, including development of a Site Management Plan;

D. Completion of the RCRA requirements for Post Closure Care for the facility;

E. Identification of the appropriate financial assurance for the required Post Closure Care for the facility;

F. Definition of the appropriate boundaries of the class 2 listed Inactive Hazardous Waste site; and

G. Confirmation that all of Respondent's obligations pursuant to any State law, rule, regulation, permit or program 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 applicable future obligations identified and which the Department and Respondent both agree should be incorporated herein, are governed by the Order.

4. Respondent consents to the issuance of this Order without (i) any 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) any acknowledgment that there has been a release or threatened release of any hazardous substances or wastes at or from the Site; and/or (iii) any acknowledgment that a release or threatened release of hazardous substances or wastes at or from the Site constitutes a significant threat to the public health or environment.

5. 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 336008, consists of approximately 37.000 acres, and is as follows:

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

Tax Map/Parcel No.: Section 033 Subsection 000 Block 0001 Lot 049 Sublot 000
Star Drive and State Highway 32
Mountainville, NY
Owner: Cornwall Properties, LLC

II. Initial Work Plan

The Remedial Investigation/Feasibility Study Work Plan shall be submitted to the Department within sixty (60) days after the effective date of this Order.

III. Payment of State Costs and RCRA Regulatory Fees

Invoices shall be sent to Respondent at the following address:

Zigmund Brach
Cornwall Properties, LLC
1600 63rd Street
Brooklyn, NY 11204

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, to the extent not already paid Respondent shall pay to the Department the sums set forth on Exhibit "C", which shall represent reimbursement for past State Costs totaling \$25,073.18 and settlement of RCRA regulatory fees totaling \$16,624.91 and incurred prior to the effective date of this Consent Order. Respondent shall make separate payments for past State Costs and RCRA regulatory fees. Per Paragraph VI.C of Appendix A, the \$25,073.18 past State Costs payment shall be remitted to:

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

Pursuant to invoices set forth in Exhibit "C", the \$16,624.91 RCRA regulatory fees payment shall be remitted to:

New York State Department of Environmental Conservation
Church Street Station
PO Box 3782
New York, NY 10008-3782.

Payment of RCRA regulatory fees in Exhibit "C" shall settle all past and future RCRA regulatory fees for this Facility while this Consent Order is in effect.

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. Financial Assurance

Respondent shall submit to the Department, within forty-five (45) calendar days of a Record of Decision issued by the Commissioner establishing corrective measures or post closure actions for the Site, a cost estimate for implementation of such corrective measures or post closure actions. Within 45 calendar days of the Department's modification or approval of such a cost estimate, Respondent shall submit to the Department updated financial assurance using one or more of the financial instruments in 6 NYCRR 373-2.8 in the net present amount sufficient to cover the cost of corrective measures or post closure actions for the Site.

V. 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:

Salvatore F. Priore, P.E. (1 hard copy (unbound for work plans) & 1 electronic copy)
Department of Environmental Conservation
Division of Environmental Remediation
625 Broadway
Albany, NY 12233
salvatore.priore@dec.ny.gov

David Crosby (electronic copy only)
Section Chief
Department of Environmental Conservation
Division of Environmental Remediation
625 Broadway
Albany, NY 12233
david.crosby@dec.ny.gov

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
krista.anders@doh.ny.gov

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

Zigmund Brach
Cornwall Properties, LLC
1600 63rd Street
Brooklyn, NY 11204

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.

VI. Miscellaneous

A. Appendix A – "Standard Clauses for All New York 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.

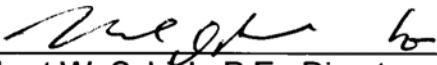
C. The effective date of this Order is the 10th day after it is signed by the Commissioner or the Commissioner's designee.

DATED:

OCT 21 2015

MARC GERSTMAN
ACTING COMMISSIONER
NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:



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

CONSENT BY RESPONDENT Cornwall Properties, LLC

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): [Signature]
Print Name: ZIGMOND BRACH
Title: Member
Date: 10/16/15

ACKNOWLEDGMENT

STATE OF New York ss:
COUNTY OF Kings

On the 16 day of Oct in the year 2015 before me personally came ZIGMOND BRACH to me known, who, being by me duly sworn, did depose and say that s/he resides in Manhasset Neck that s/he is the Member of Cornwall Properties, LLC 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.

[Signature]
Notary Public

Signature and Office of individual taking acknowledgment

Leonard Ledereich
Notary Public - State of New York
Qualified in Kings County
Registration #02LE4907867
Commission Expires Sept. 14, 2017

Leonard Ledereich
Notary Public - State of New York
Qualified in Kings County
Registration #02LE4907867
Commission Expires Sept. 14, 2017

EXHIBIT "A"

Map

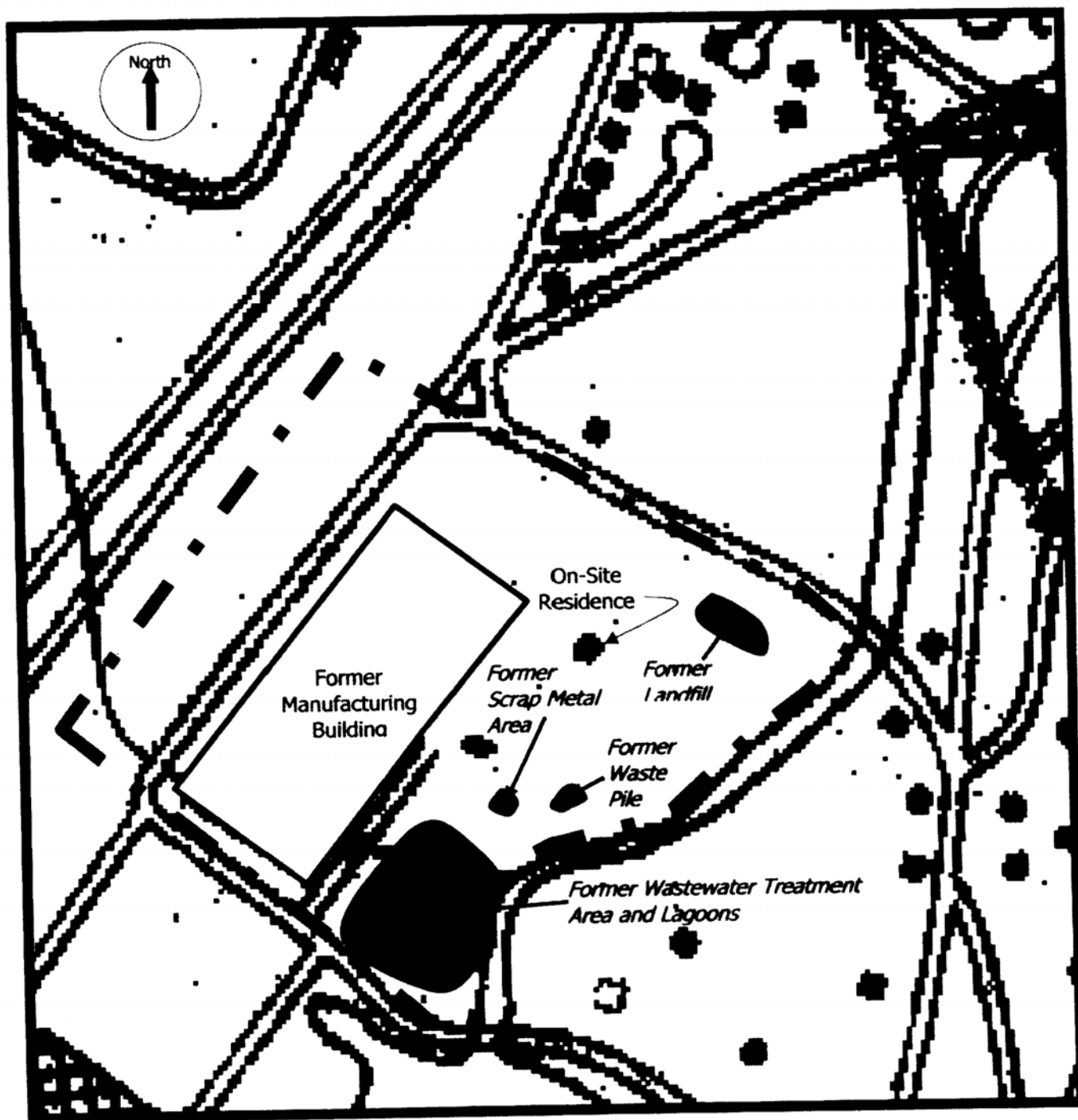


Figure 2
Approximate Boundaries Of Solid Waste
Management Units

Star Expansion Site – Mountainville, New York
EPA ID# NYD001223338

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 and available 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 related to the site.
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
 - (iv) 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: Star Anchors & Fasteners (Star Expansion)
 SITE NO.: 336008
 TIME FRAME: DEC Life - 05/06/15
 TIME FRAME: DOH Life - 07/01/15

COST CATEGORY	AMOUNTS	EXHIBIT NO.
DIRECT PERSONAL SERVICES	\$2,809.71	
FRINGE	\$1,289.29	
INDIRECT	<u>\$1,208.43</u>	
<i>PERSONAL SERVICES SUBTOTAL</i>	<i>\$5,307.43</i>	II.A & II.B
CONTRACTUAL	\$4,200.00	III
TRAVEL	\$0.00	
OTHER NPS	\$0.00	
<i>NON-PERSONAL SERVICES SUBTOTAL</i>	<i>\$4,200.00</i>	
DEC TOTAL	\$9,507.43	
DOH TOTAL	\$15,565.75	IV
MINUS PREVIOUSLY REIMBURSED AMOUNT (IF APPLICABLE)	<u>N/A</u>	
<i>DEC & DOH TOTAL</i>	<i>\$25,073.18</i>	
COST CAP (IF APPLICABLE)	<u>N/A</u>	
GRAND TOTAL	\$25,073.18	

T&A Period	T&A Code	Description	Item No.	Payroll Header (Cost Center)	Name	Title	Prgrm & Loc Code	Average Biweekly Salary	Time Hours	Amount (Including Leave)
Time & Activity Code : A176										
6/08/1988	A176	336008 A17733	47850	230728 L2 88	PINE	BURTON L	PRIN ENGRG TECH S W M	QC/00	1.50	26.79
8/30/1989	A176	336008 A17733	47265	430221 L2 89	HARDY	JAMES	ASSNT SANI ENGR	QC/30	2.00	48.73
0/25/1989	A176	336008 A17733	47265	430221 L2 89	HARDY	JAMES	ASSNT SANI ENGR	QC/30	2.00	48.40
6/02/1993	A176	336008 A17733	47153	430221 L2 93	SWARTWOUT JR	JOHN	ENVIRNL ENGINEER 3	QC/00	3.00	102.57
					B					
7/28/1993	A176	336008 A17733	47265	430221 L2 93	MASTRO	MELISSA B	ENVIRNL ENGINEER 1	QC/30	5.00	104.83
0/19/1994	A176	336008 A17733	47265	430221 L2 94	MASTRO	MELISSA B	ENVIRNL ENGINEER 1	QC/30	2.00	50.08
Subsubtotal *										
Subtotal **										
Total ***										
110.98										
Calculated Fringe Benefits Costs										
163.36										
Calculated Indirect Overhead Costs										
Total T&A Costs plus Fringe and Indirect										
655.74										

LATSnet

leave & accrual tracking system

PART OF CMA
HRnet

Cost Query - Ad Hoc

Criteria: Timecard Begin Date 3/24/2005 And Timecard End Date 5/6/2015 And Task Code D936

Leave Charges: Included

Cost Indicator: Direct

Rate Type: Non-Federal

[Download Excel Report](#)[Print](#)Jump To Employee: ☒

Pay Period	Pay Period Dates	Check Date	Cost Center	Variable	Budget Year	Employee	Title Description	Work Location Code	Work Location Description	Billable Hourly Rate	State Fringe	State Indirect	Hours	Cost
Task: D936 - 336006 STAR ANCHORS & FASTENERS														
2005/11	08/25/2005 - 09/07/2005	09/21/2005	238807	M8	2005	CZUHANICH, ALEX	ENGRG GEOLOGIST 1	615127	Central Office - 625 Broadway	30.72	138.98	143.76	10.00	307.20
2005/12	09/08/2005 - 09/21/2005	10/05/2005	238807	M8	2005	CZUHANICH, ALEX	ENGRG GEOLOGIST 1	615127	Central Office - 625 Broadway	28.45	489.09	505.92	38.00	1,081.10
2005/13	09/22/2005 - 10/05/2005	10/19/2005	238807	M8	2005	CZUHANICH, ALEX	ENGRG GEOLOGIST 1	615127	Central Office - 625 Broadway	30.72	27.80	28.75	2.00	61.44
2009/10	08/06/2009 - 08/19/2009	09/02/2009	430221	L6	2009	Dieter, Gail	ENVIRNL CHEMIST 2	634619	R4 - SUNY East	44.65	29.39	27.27	1.50	66.98
2014/26	03/12/2015 - 03/25/2015	04/08/2015	615716	J2	2007	Foster, Patrick	SENR ATTORNEY	615127	Central Office - 625 Broadway	49.64	84.68	55.83	3.00	148.92
2015/1	03/26/2015 - 04/08/2015	04/22/2015	615716	J2	2007	Foster, Patrick	SENR ATTORNEY	615127	Central Office - 625 Broadway	50.43	42.27	26.82	1.50	75.65
2015/2	04/09/2015 - 04/22/2015	05/06/2015	615059	J5	2007	Foster, Patrick	SENR ATTORNEY	615127	Central Office - 625 Broadway	50.43	239.54	151.95	8.50	428.66
2015/3	04/23/2015 - 05/06/2015	05/20/2015	615059	J5	2007	Foster, Patrick	SENR ATTORNEY	615127	Central Office - 625 Broadway	50.43	56.36	35.75	2.00	100.86
2009/11	08/20/2009 - 09/02/2009	09/16/2009	430221	L6	2009	Hackett, Robin	ENVIRNL CHEMIST 1	634619	R4 - SUNY East	37.47	20.55	19.07	1.25	46.84
2005/17	11/17/2005 - 11/30/2005	12/14/2005	430336	L6	2005	Pergadia, Ramanand	ENVIRNL ENGINEER 3	317729	R3 - New Paltz - Regional HQ	53.64	36.40	37.65	1.50	80.46
2009/14	10/01/2009 - 10/14/2009	10/28/2009	430221	L6	2009	Ryan, Michael	ENVIRNL ENGINEER 3	615127	Central Office - 625 Broadway	60.40	13.25	12.30	0.50	30.20
										Report Total:	1,178.31	1,045.07	69.75	2,428.31

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

EXHIBIT III

Date: 10/13/2015

Page No.: 1

Site ID: 336008 - Star Anchors & Fasteners(Star Expansion)

Project Type	Fund Source	Contract No.	WA No.	Contractor Name	Encumbered Amount	Payment Amount
Site Characterization	HWRF	D001550		G&H	\$2,992.00	\$2,992.00
Site Characterization	86 EQBA	D001550		G&H	\$1,208.00	\$1,208.00
Sub. Total on Proj. Type:					\$4,200.00	\$4,200.00
Total Enc. Amt:					\$4,200.00	\$4,200.00

EXHIBIT IV

New York State Department of Health Cost Recovery

Star Expansion

336008

<u>Fiscal Year</u>	<u>Personal Service</u>	<u>State Fringe</u>	<u>Indirect*</u>
FY 14/15	\$0.00	\$0.00	\$0.00
FY 13/14	\$101.90	\$56.53	\$25.35
FY 12/13	\$59.18	\$30.58	\$16.16
FY 11/12	\$0.00	\$0.00	\$0.00
FY 10/11	\$62.56	\$30.30	\$13.84
FY 09/10	\$911.47	\$399.95	\$276.71
FY 08/09	\$0.00	\$0.00	\$0.00
FY 07/08	\$0.00	\$0.00	\$0.00
FY 06/07	\$0.00	\$0.00	\$0.00
FY 05/06	\$1,816.65	\$821.85	\$530.34
FY 04/05	\$399.61	\$167.80	\$109.51
FY 03/04	\$185.00	\$67.04	\$45.62
FY 02/03	\$2,752.77	\$934.84	\$689.58
FY 01/02	\$31.94	\$10.18	\$8.80
FY 00/01	\$81.38	\$24.54	\$22.88
FY 99/00	\$0.00	\$0.00	\$0.00
FY 98/99	\$119.96	\$35.51	\$39.80
FY 97/98	\$0.00	\$0.00	\$0.00
FY 96/97	\$46.54	\$15.82	\$15.59
FY 95/96	\$0.00	\$0.00	\$0.00
FY 94/95	\$0.00	\$0.00	\$0.00
FY 93/94	\$2,737.30	\$834.88	\$918.05
FY 92/93	\$0.00	\$0.00	\$0.00
FY 91/92	\$0.00	\$0.00	\$0.00
FY 90/91	\$65.76	\$19.04	\$15.35

Personal Service, Fringe, and Indirect Costs: \$15,548.46
Travel Costs: \$17.29
Laboratory Costs: \$0.00

TOTAL COSTS: \$15,565.75

Fringe and Indirect Rates are as follows:

<u>Fiscal Year</u>	<u>State Fringe rate</u>	<u>Indirect rate</u>
FY 14/15	56.88%	12.00%
FY 13/14	55.48%	16.00%
FY 12/13	51.88%	18.00%
FY 11/12	47.91%	13.70%
FY 10/11	48.43%	14.90%
FY 09/10	43.88%	21.10%
FY 08/09	45.55%	19.70%
FY 07/08	48.98%	20.20%
FY 06/07	45.81%	20.30%
FY 05/06	45.24%	20.10%
FY 04/05	41.99%	19.30%
FY 03/04	36.24%	18.10%
FY 02/03	33.98%	18.70%
FY 01/02	31.86%	20.90%
FY 00/01	30.16%	21.80%
FY 99/00	30.17%	27.40%
FY 98/99	29.80%	25.80%
FY 97/98	32.66%	24.20%
FY 96/97	34.00%	25.00%
FY 95/96	31.27%	24.80%
FY 94/95	30.72%	25.70%
FY 93/94	30.50%	25.70%
FY 92/93	28.61%	28.50%
FY 91/92	24.44%	18.10%
FY 90/91	28.98%	18.10%

* Indirect amount is calculated per DOH policy as follows: (Personal Services + (Personal Services x Fringe rate)) x Indirect rate

**New York State Department of Health
CEH Leave and Accrual Tracking Report
Site Cost Recovery Report Ordered by Pay End Date
(336008) STAR EXPANSION**

For the period April 1, 1990 thru July 1, 2015

<u>Fiscal Year</u>	<u>Pay End Date</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>	<u>Employee</u>	<u>Title</u>
1990	05/09/1990	4.00	\$16.44	\$65.76	Miles, Donald	
Total Hours and Cost		4.00		\$65.76		
1993	06/30/1993	9.50	\$14.72	\$139.84	Vickerson, Timothy	
1993	07/14/1993	12.50	\$15.63	\$195.38	Vickerson, Timothy	
1993	07/28/1993	3.50	\$31.16	\$109.06	Bates, Steven M	
1993	07/28/1993	10.50	\$14.73	\$154.67	Vickerson, Timothy	
1993	08/11/1993	7.50	\$69.58	\$521.85	Knudsen, Mark	
1993	08/11/1993	19.50	\$13.70	\$267.15	Vickerson, Timothy	
1993	08/25/1993	7.00	\$30.63	\$214.41	Knudsen, Mark	
1993	08/25/1993	2.00	\$30.43	\$60.86	Vickerson, Timothy	
1993	09/22/1993	3.00	\$39.55	\$118.65	Knudsen, Mark	
1993	10/06/1993	3.00	\$60.05	\$180.15	Bates, Steven M	
1993	10/06/1993	4.00	\$14.90	\$59.60	Vickerson, Timothy	
1993	10/20/1993	3.75	\$39.10	\$146.63	Knudsen, Mark	
1993	11/17/1993	5.00	\$39.70	\$198.50	Bates, Steven M	
1993	12/01/1993	3.00	\$19.25	\$57.75	Vickerson, Timothy	
1993	12/15/1993	19.50	\$15.22	\$296.79	Vickerson, Timothy	
1993	01/26/1994	1.00	\$16.01	\$16.01	Vickerson, Timothy	
Total Hours and Cost		114.25		\$2,737.30		
1996	03/05/1997	2.00	\$23.27	\$46.54	Vickerson, Timothy	
Total Hours and Cost		2.00		\$46.54		
1998	09/02/1998	5.50	\$21.81	\$119.96	Crua, Joseph P	
Total Hours and Cost		5.50		\$119.96		
2000	02/14/2001	2.50	\$32.55	\$81.38	Knudsen, Mark	
Total Hours and Cost		2.50		\$81.38		
2001	09/12/2001	1.00	\$31.94	\$31.94	Gilday, William	
Total Hours and Cost		1.00		\$31.94		
2002	07/03/2002	.50	\$34.18	\$17.09	Hettrick, Dawn	
2002	07/31/2002	3.00	\$34.18	\$102.54	Hettrick, Dawn	
2002	10/23/2002	2.00	\$35.51	\$71.02	Hettrick, Dawn	
2002	11/06/2002	16.00	\$36.70	\$587.20	Knudsen, Mark	PUBLIC H REP 4
2002	11/20/2002	11.00	\$36.70	\$403.70	Knudsen, Mark	PUBLIC H REP 4
2002	12/04/2002	12.00	\$36.70	\$440.40	Knudsen, Mark	PUBLIC H REP 4
2002	12/18/2002	11.25	\$36.70	\$412.88	Knudsen, Mark	PUBLIC H REP 4
2002	01/29/2003	11.25	\$38.29	\$430.76	Knudsen, Mark	PUBLIC H REP 4
2002	02/12/2003	7.50	\$38.29	\$287.18	Knudsen, Mark	PUBLIC H REP 4
Total Hours and Cost		74.50		\$2,752.77		
2003	08/13/2003	4.50	\$41.11	\$185.00	Knudsen, Mark	HPA 2
Total Hours and Cost		4.50		\$185.00		
2004	09/22/2004	.75	\$23.51	\$17.63	Boyd, Bridget K	PUBLIC H SP 2 ENVIRM
2004	11/17/2004	2.50	\$27.90	\$69.75	Boyd, Bridget K	PUBLIC H SP 2 ENVIRM

**New York State Department of Health
CEH Leave and Accrual Tracking Report
Site Cost Recovery Report Ordered by Pay End Date
(336008) STAR EXPANSION**

For the period April 1, 1990 thru July 1, 2015

<u>Fiscal Year</u>	<u>Pay End Date</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>	<u>Employee</u>	<u>Title</u>
2004	11/17/2004	7.50	\$41.63	\$312.23	Crua, Joseph P	PUBLIC H SP 3 ENVIRM
Total Hours and Cost		10.75		\$399.61		
2005	06/01/2005	2.75	\$30.07	\$82.69	Boyd, Bridget K	PUBLIC H SP 2 ENVIRM
2005	06/15/2005	5.25	\$30.07	\$157.87	Boyd, Bridget K	PUBLIC H SP 2 ENVIRM
2005	06/29/2005	.50	\$30.08	\$15.04	Boyd, Bridget K	PUBLIC H SP 2 ENVIRM
2005	07/13/2005	1.00	\$28.35	\$28.35	Boyd, Bridget K	PUBLIC H SP 2 ENVIRM
2005	07/27/2005	1.25	\$28.35	\$35.44	Boyd, Bridget K	PUBLIC H SP 2 ENVIRM
2005	08/10/2005	13.00	\$28.35	\$368.55	Boyd, Bridget K	PUBLIC H SP 2 ENVIRM
2005	08/24/2005	.25	\$28.36	\$7.09	Boyd, Bridget K	PUBLIC H SP 2 ENVIRM
2005	09/07/2005	3.75	\$28.35	\$106.31	Boyd, Bridget K	PUBLIC H SP 2 ENVIRM
2005	09/21/2005	1.00	\$28.35	\$28.35	Boyd, Bridget K	PUBLIC H SP 2 ENVIRM
2005	10/05/2005	1.00	\$26.28	\$26.28	Boyd, Bridget K	PUBLIC H SP 2 ENVIRM
2005	10/05/2005	1.00	\$48.48	\$48.48	Rivara, Michael F	PUBLIC H SP 4 ENVIRM
2005	10/19/2005	8.25	\$26.28	\$216.81	Boyd, Bridget K	PUBLIC H SP 2 ENVIRM
2005	10/19/2005	2.50	\$19.31	\$48.28	McBride, Cathleen R	KEYBOARD SPEC 2
2005	10/19/2005	3.00	\$48.48	\$145.44	Rivara, Michael F	PUBLIC H SP 4 ENVIRM
2005	11/02/2005	11.75	\$26.28	\$308.79	Boyd, Bridget K	PUBLIC H SP 2 ENVIRM
2005	11/02/2005	4.00	\$19.31	\$77.24	McBride, Cathleen R	KEYBOARD SPEC 2
2005	11/30/2005	1.00	\$48.48	\$48.48	Rivara, Michael F	PUBLIC H SP 4 ENVIRM
2005	12/14/2005	.25	\$26.28	\$6.57	Boyd, Bridget K	PUBLIC H SP 2 ENVIRM
2005	04/05/2006	2.25	\$26.93	\$60.59	Boyd, Bridget K	PUBLIC H SP 2 ENVIRM
Total Hours and Cost		63.75		\$1,816.65		
2009	07/08/2009	1.50	\$41.43	\$62.15	Kulow, Kristin X	PUBLIC H SP 2 ENVIRM
2009	08/05/2009	1.50	\$65.91	\$98.87	VanValkenburg, Mark E	PUBLIC H SP 4 ENVIRM
2009	09/02/2009	8.75	\$41.43	\$362.51	Kulow, Kristin X	PUBLIC H SP 2 ENVIRM
2009	09/02/2009	4.00	\$65.91	\$263.64	VanValkenburg, Mark E	PUBLIC H SP 4 ENVIRM
2009	09/16/2009	2.50	\$41.43	\$103.58	Kulow, Kristin X	PUBLIC H SP 2 ENVIRM
2009	09/30/2009	.50	\$41.44	\$20.72	Kulow, Kristin X	PUBLIC H SP 2 ENVIRM
Total Hours and Cost		18.75		\$911.47		
2010	11/10/2010	1.25	\$41.70	\$52.13	Kulow, Kristin X	PUBLIC H SP 2 ENVIRM
2010	11/24/2010	.25	\$41.72	\$10.43	Kulow, Kristin X	PUBLIC H SP 2 ENVIRM
Total Hours and Cost		1.50		\$62.56		
2012	06/06/2012	1.50	\$39.45	\$59.18	Kulow, Kristin X	PUBLIC H SP 2 ENVIRMT
Total Hours and Cost		1.50		\$59.18		
2013	05/22/2013	1.50	\$36.70	\$55.05	Kulow, Kristin X	PUBLIC H SP 2 ENVIRMT
2013	08/28/2013	1.00	\$46.85	\$46.85	Kulow, Kristin X	PUBLIC H SP 2 ENVIRMT
Total Hours and Cost		2.50		\$101.90		
Total Entire Period		307.00		\$9,372.02		

September 25, 2015
10:49 AM

**New York State Department of Health
CEH Purchase and Travel Expenditure Report
Site Travel Cost Report Ordered by Date
(336008) STAR EXPANSION
For the period April 1, 1990 thru July 1, 2015**

Page 1 of 1

<u>Travel Date(s)</u>	<u>Staff</u>	<u>Amount</u>
06/03/2005	Boyd, Bridget K	\$12.29
08/09/2005	Boyd, Bridget K	\$5.00
	Total Travel Expenses	<hr/> \$17.29



Department of Environmental Conservation

Customer Number 42743
Invoice 9990009049617

Environmental Conservation Law (ECL) Article 72 and 6NYCRR Part 481 of this Department provide that all persons who require a permit, certificate, or approval pursuant to a State environmental regulatory program, or who are subject to regulation under a State environmental regulatory program, are required to submit an annual fee to this Department.

Remittance must be received by the payment due date shown on the invoice to avoid interest and penalty charges. Interest rates are set by the Commissioner of Taxation and Finance, and assessed pursuant to Article 72 of the Environmental Conservation Law. Penalties are assessed based on the amount of the payment deficiency at a rate of five percent of that deficiency per month, not to exceed twenty-five percent. NOTE: The penalty rate for the Operating Permit Program may differ and is shown on your invoice, if applicable.

DISPUTES: Please take notice that pursuant to 6 NYCRR 481.9(c) challenges to a Regulatory Program Fee may be rejected under the following circumstances; (1) failure to make a request for a recalculation of the fee within 30 business days of the date of the Department's original invoice; or (2) failure to make payment in full of the undisputed amount of the annual program fee; or (3) failure to give a specific reason for challenging the fee. A new fee recalculation request must be submitted for each year's assessment, regardless of the status of the previous years recalculation request.

IF A DETERMINATION IS MADE IN FAVOR OF THE DEPARTMENT, DISPUTED AMOUNTS NOT PREPAID AT THE TIME OF DISPUTE ARE SUBJECT TO INTEREST AND PENALTY CHARGES, RETROACTIVE FROM THE DUE DATE.

If you have any questions regarding this bill, you may call the Regulatory Fee Determination Unit's INFORMATION LINE (518) 402-9343 between 9:00am-12:00pm and 1:30pm-4:00pm Monday through Friday.

Dispute Forms, Change of Address Forms and Permit Transfer Forms can all be requested at any Regional DEC Office or you may download them directly at <http://www.dec.ny.gov/about/45325.html>

To:
CORNWALL PROPERTIES LLC
1600 63RD STREET
BROOKLYN, NY 11204

Checks should be made payable to:
NYS Department of Environmental Conservation.
Please include a copy of this invoice along with your payment.

Remit To:
NYS DEPARTMENT OF ENVIRONMENTAL
CONSERVATION
CHURCH STREET STATION
PO BOX 3782
NEW YORK, NY 10008-3782

SubTotal (\$)	3,000.00
Interest (\$)	684.07
Penalties (\$)	750.00
Payments (\$)	0.00
Credits (\$)	0.00

Outstanding balance as of 26-Jun-2015 in USD	4,434.07
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Customer Number 42743
 Invoice 9990009049617

42743

Transaction
 9990009049617
 Billing Date
 29-Jan-2010
 EPA ID Number
 NYD001223338

Terms Due Date Customer Contact
 30 NET 28-Feb-2010

Contact Phone

Description	Billing Year	Quantity	Unit Price	Fees
HW: TREATMENT, STORAGE, & DISPOSAL ADD-ON: POST-CLOSURE	2009	1	3,000.00	3,000.00

Special Instructions

All payments must be in U.S. dollars only.

SubTotal (\$)	3,000.00
Interest (\$)	684.07
Penalties (\$)	750.00
Payments (\$)	0.00
Credits (\$)	0.00

Outstanding balance 4,434.07
 as of 26-Jun-2015 in
 USD



Department of Environmental Conservation

Customer Number 42743
Invoice 9990010127203

Environmental Conservation Law (ECL) Article 72 and 6NYCRR Part 481 of this Department provide that all persons who require a permit, certificate, or approval pursuant to a State environmental regulatory program, or who are subject to regulation under a State environmental regulatory program, are required to submit an annual fee to this Department.

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BROOKLYN, NY 11204

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NYS DEPARTMENT OF ENVIRONMENTAL
CONSERVATION
CHURCH STREET STATION
PO BOX 3782
NEW YORK, NY 10008-3782

SubTotal (\$)	3,000.00
Interest (\$)	435.90
Penalties (\$)	750.00
Payments (\$)	0.00
Credits (\$)	0.00

Outstanding balance as of 26-Jun-2015 in USD	4,185.90
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Customer Number

Please include a copy of this
page with all payments.

Customer Number 42743
Invoice 9990010127203

42743

Transaction
9990010127203
Billing Date
28-Dec-2011
EPA ID Number
NYD001223338

Terms Due Date Customer Contact
30 NET 27-Jan-2012

Contact Phone

Description	Billing Year	Quantity	Unit Price	Fees
HW: TREATMENT, STORAGE, & DISPOSAL ADD-ON: POST-CLOSURE	2010	1	3,000.00	3,000.00

Special Instructions

All payments must be in U.S. dollars only.

SubTotal (\$) 3,000.00
Interest (\$) 435.90
Penalties (\$) 750.00

Payments (\$) 0.00
Credits (\$) 0.00

Outstanding balance 4,185.90
as of 26-Jun-2015 in
USD



Department of Environmental Conservation

Customer Number 42743
Invoice 9990011166302

Environmental Conservation Law (ECL) Article 72 and 6NYCRR Part 481 of this Department provide that all persons who require a permit, certificate, or approval pursuant to a State environmental regulatory program, or who are subject to regulation under a State environmental regulatory program, are required to submit an annual fee to this Department.

Remittance must be received by the payment due date shown on the invoice to avoid interest and penalty charges. Interest rates are set by the Commissioner of Taxation and Finance, and assessed pursuant to Article 72 of the Environmental Conservation Law. Penalties are assessed based on the amount of the payment deficiency at a rate of five percent of that deficiency per month, not to exceed twenty-five percent. NOTE: The penalty rate for the Operating Permit Program may differ and is shown on your invoice, if applicable.

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NYS DEPARTMENT OF ENVIRONMENTAL
CONSERVATION
CHURCH STREET STATION
PO BOX 3782
NEW YORK, NY 10008-3782

SubTotal (\$)	3,000.00
Interest (\$)	338.79
Penalties (\$)	750.00
Payments (\$)	0.00
Credits (\$)	0.00
Outstanding balance as of 26-Jun-2015 in USD	4,088.79

Customer Number

Please include a copy of this
page with all payments.

Customer Number 42743
 Invoice 9990011166302

42743

Transaction
 9990011166302
 Billing Date
 27-Sep-2012
 EPA ID Number
 NYD001223338

Terms Due Date Customer Contact
 30 NET 27-Oct-2012

Contact Phone

Description	Billing Year	Quantity	Unit Price	Fees
HW: TREATMENT, STORAGE, & DISPOSAL ADD-ON: POST-CLOSURE	2011	1	3,000.00	3,000.00

Special Instructions

All payments must be in U.S. dollars only.

SubTotal (\$) 3,000.00
 Interest (\$) 338.79
 Penalties (\$) 750.00

Payments (\$) 0.00
 Credits (\$) 0.00

Outstanding balance 4,088.79
 as of 26-Jun-2015 in
 USD



Department of Environmental Conservation

Customer Number 42743
Invoice 9990013207099

Environmental Conservation Law (ECL) Article 72 and 6NYCRR Part 481 of this Department provide that all persons who require a permit, certificate, or approval pursuant to a State environmental regulatory program, or who are subject to regulation under a State environmental regulatory program, are required to submit an annual fee to this Department.

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CONSERVATION
CHURCH STREET STATION
PO BOX 3782
NEW YORK, NY 10008-3782

SubTotal (\$)	3,000.00
Interest (\$)	166.15
Penalties (\$)	750.00
Payments (\$)	0.00
Credits (\$)	0.00

Outstanding balance as of 26-Jun-2015 in USD	3,916.15
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Customer Number

Please include a copy of this
page with all payments.

Customer Number 42743
Invoice 9990013207099

42743

Transaction
9990013207099
Billing Date
11-Jan-2014
EPA ID Number
NYD001223338

Terms Due Date Customer Contact
30 NET 10-Feb-2014

Contact Phone

Description	Billing Year	Quantity	Unit Price	Fees
HW: TREATMENT, STORAGE, & DISPOSAL ADD-ON: POST-CLOSURE	2012	1	3,000.00	3,000.00

Special Instructions

All payments must be in U.S. dollars only.

SubTotal (\$)	3,000.00
Interest (\$)	166.15
Penalties (\$)	750.00
Payments (\$)	0.00
Credits (\$)	0.00

Outstanding balance 3,916.15
as of 26-Jun-2015 in
USD

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 sixty (60) 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 relevant 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. Subject to Subparagraph III.E.3, 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 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. Subject to Subparagraph III.E.3 and 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 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 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 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 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.

3. Nothing in this Order, in any submittal, or in any work plan(s) submitted pursuant to this Order shall modify, expand, reduce, or otherwise change the remedial activities (including site management) required by a ROD issued by the Department.

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 Majeure 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, 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 a late payment charge and interest at a rate of 9% from the date the payment is due until the date 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 costs 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. Any time limitations set forth in Section 113(g)(1) of CERCLA, as amended, 42 U.S.C. § 9613(g)(1), Section 1012(h)(2) of the Oil Pollution Act, as amended, 33 U.S.C. § 2712(h)(2), the Federal Water Pollution Control Act, the New York Navigation Law, the New York Environmental Conservation Law, or any other federal or state statute or regulation with respect to potential claims

for natural resource damages against Respondent or any other time limitations for the filing of potential natural resource damages claims against Respondent under any other applicable state or federal law are tolled in their entirety from the effective date of this Order until termination of this Order.

I. 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.

J. 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.

K. 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.

L. 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.



1430 Broadway
10th Floor
New York, NY 10018

October 19, 2015

New York State Department of Environmental Conservation
Church Street Station
PO Box 3782
New York, NY 10008-3782

Re: Payment for RCRA Regulatory Fees
Star Anchors & Fasteners, DEC Site No.: 336008
20 Industry Drive
Mountainville, New York

Dear Sir/Madam:

Enclosed please find a check in the amount of \$16,624.91. The enclosed is being forward to you on behalf of Cornwall Properties, LLC and is payment for RCRA Regulatory Fees associated with the above-referenced Site in accordance with Order on Consent and Administrative Settlement Index No. CO 3-20150226-27.

Please provide written confirmation of receipt and proof of payment.

Please do not hesitate to contact me via email (david.glass@ctrc.com), via phone at the office ((212) 221-7822) or on my mobile phone ((516) 330-2671) if you have any questions.

Very truly yours,
TRC ENGINEERS, INC.

A handwritten signature in dark ink, appearing to read "David S. Glass", written over a faint horizontal line.

David S. Glass, P.E.
Vice President

Cc: Z. Brach
P. Foster
K. McGuinness

CORNWALL PROPERTIES LLC

1137

50-7044/2219

DATE 1/11/11

PAY
TO THE
ORDER OF

\$

DOLLARS

Provident Bank
110 - NEW YORK CITY, N.Y.

FOR

Zygmund Bruch

⑈001137⑈ ⑆221970443⑆ 100000924797⑈



1430 Broadway
10th Floor
New York, NY 10018

October 19, 2015

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

Re: Payment for Past State Costs
Star Anchors & Fasteners, DEC Site No.: 336008
20 Industry Drive
Mountainville, New York

Dear Director:

Enclosed please find a check in the amount of \$25,073.18. The enclosed is being forward to you on behalf of Cornwall Properties, LLC and is payment for Past State Costs associated with the above-referenced Site in accordance with Order on Consent and Administrative Settlement Index No. CO 3-20150226-27.

Please provide written confirmation of receipt and proof of payment.

Please do not hesitate to contact me via email (dglass@trcengineers.com), via phone at the office ((212) 221-7822) or on my mobile phone ((516) 330-2671) if you have any questions.

Very truly yours,
TRC ENGINEERS, INC.

A handwritten signature in dark ink, appearing to read "David S. Glass", is written over a faint, circular embossed seal.

David S. Glass, P.E.
Vice President

Cc: Z. Brach
P. Foster
K. McGuinness

CORNWALL PROPERTIES LLC

1136

50-7044/2219

DATE

PAY
TO THE
ORDER OF

\$

DOLLARS

Provident Bank
110 - NEW YORK CITY, N.Y.

FOR

Zygmund Bruch

⑈001136⑈ ⑆221970443⑆ 100000924797⑈