

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

In the Matter of a Remedial Program for

ORDER ON CONSENT

DEC Site Name: Stauffer Management Company CO 7-20260107-1
Skaneateles Falls Site

DEC Site No.: 734010
Site Address: 4512 Jordan Road, Onondaga
County, Skaneateles Falls, New
York

Hereinafter referred to as "Site"

by: **SUNN 1017 LLC,**

Hereinafter referred to as "Respondent"

1. The New York State Department of Environmental Conservation ("Department") is responsible for inactive hazardous waste disposal site remedial programs pursuant to Article 27, Title 13 of the Environmental Conservation Law ("ECL") and Part 375 of Title 6 of the Official Compilation of Codes, Rules and Regulations ("6 NYCRR") and may issue orders consistent with the authority granted to the Commissioner by such statute.
2. The Department is responsible for carrying out the policy of the State of New York to conserve, improve and protect its natural resources and environment and control water, land, and air pollution consistent with the authority granted to the Department and the Commissioner by Article 1, Title 3 of the ECL, and resource management under Article 27, Title 6 of the ECL Part 375 of 6 NYCRR.
3. This Order is issued pursuant to the Department's authority under, *inter alia*, ECL Article 27, Title 13 and ECL 3-0301, and resolves Respondents' liability, if any, to the State as provided at 6 NYCRR 375-1.5(b)(5).
4. The Site is listed in the Registry of Inactive Hazardous Waste Disposal Sites in New York State (the "Registry") as Site Number 734010, with a Classification of 4 pursuant to ECL 27-1305.
5. The "Site" for purposes of this Order shall mean the entire Stauffer Management Company – Skaneateles Falls Site, an approximately 68.21-acre former chemical manufacturing facility located at 4512 Jordan Road, Skaneateles Falls, Onondaga County, New York (identified as a portion of Block 04 Lot 31.1 on Skaneateles Tax Map #018), as more fully described in the recorded Environmental Easement and

metes and bounds ALTA Survey in Appendix A of the Site Management Plan ("SMP"), to be implemented by Stauffer Management Company LLC ("Stauffer").

6. The Site was historically used to manufacture potassium and sodium silicates, detergents, and organic intermediates (including toluic acids), with all manufacturing activities ceasing in 1985. It is bounded by mixed residential/commercial uses to the west and north, residential properties to the south, and vacant land to the east, and contains multiple Areas of Environmental Concern ("AECs") and Areas of Investigation ("AOIs") managed under the SMP with engineering and institutional controls
7. Based upon the results of a Remedial Investigation/Feasibility Study ("RI/FS") of the Site, the Department selected a remedy for the Site that was described in a Record of Decision, dated March 1996 (as amended in 2001 and March 2013). The remedy consisted of excavation and off-site disposal of contaminated soils and debris across multiple AECs/AOIs; creek sediment remediation and culvert/retaining wall encapsulation; groundwater extraction and treatment with subsequent shutdown as conditions improved; installation and maintenance of soil cover systems and other engineering controls; and implementation of institutional controls under an Environmental Easement with long-term monitoring and reporting. The SMP was finalized on September 2014 and revised April 2019.
8. Respondent represents that it is a solar developer, that it has entered into a Solar Ground Lease Agreement dated December 19, 2025, by and between it and Stauffer. Pursuant to the Lease Agreement, the Developer has control over a portion of the Site, as specifically identified in Exhibit A of this Order (the "Leased Area"), for which it intends to install solar energy generating infrastructure at the Site, and that it has no connection with any prior operations and/or contamination now or previously at the Site.
9. Stauffer is the owner of the Site, and is responsible for, among other things, the obligations at the Site associated with its Registry listing and its ongoing operation, maintenance, and management of the engineering and institutional controls for the Site.
10. Respondent and the Department agree that the primary goals of this Order are to facilitate Respondent's solar energy development at the Leased Area portion of the Site, and to memorialize the obligations of Respondent to ensure that existing remedial measures, including engineering and institutional controls, are not harmed and their effectiveness is not reduced by activities at the Site, including the Leased Area, and if such harm or reduced effectiveness results from any activities, to memorialize the Respondent's obligations to perform corrective action to ensure the protection of public health and the environment, bring remedial measures back to full capacity, and if required, remediate as necessary any release of hazardous waste at or from the Site.

11. 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, agreement, requirement, or standard of care of any kind whatsoever; (ii) an acknowledgment that there has been a release or threatened release of hazardous waste at or from the Site; and/or (iii) an acknowledgment that a release or threatened release of hazardous waste at or from the Site constitutes a significant threat to the public health or environment, except as governed by any other agreement, consent order, consent decree, settlement, or other document.
12. Solely regarding 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 consent to and agrees not to contest the authority or jurisdiction of the Department to issue or enforce this Order and agrees not to contest the validity of this Order or its terms or the validity of data submitted to the Department by Respondent pursuant to this Order. The parties recognize that this Order is mutually acceptable, fair, reasonable, and in the public interest.

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

I. Real Property

The Site subject to this Order has been assigned number 734010 and consists of approximately 68.21 acres, and is further described as follows:

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

Section, Block, and Lot: a portion of Section 018, Block 04, Lot 31.1

Site Address: 4512 Jordan Road, Onondaga County, Skaneateles Falls, New York

Notwithstanding the Order reference to the entirety of the Site, the obligations of Respondent are only applicable to the Leased Area, and only as it applies to actual operational considerations (and not any ongoing operation, monitoring, and maintenance obligations tied to site controls, including as identified in the SMP, unless such obligations are implicated by the solar development), as well as any area of ingress/egress or area used for the purpose of allowing for the construction and operation of the solar photovoltaic facility and attendant operations, including storage facilities at the Site, as more specifically discussed herein.

II. Stauffer's Obligations

Notwithstanding anything potentially to the contrary in this Order, all provisions of the Order on Consent, Index No. A7-0347-9610, attached hereto as Exhibit B, between the Department and Stauffer, and related Amendments, workplans, and other controlling documents, remain in full force and effect.

III. Respondent's Obligations

- A. Respondent shall not interfere with or cause to be interfered with any and all obligations of any entity under any and all agreements, orders, decrees, plans, governing documents, regulations, and statutes related to the Site.
- B. Respondent shall not interfere with or cause to be interfered with any and all engineering controls ("ECs"), now on site or placed on the site in the future, and allow said ECs to be operated and maintained, and inspected at a frequency and in a manner as specified in the Site's SMP.
- C. Respondent shall ensure any environmental or public health monitoring required by the SMP related to the Respondent's activities at the Site be performed in accordance with the Site's SMP. All data and information must be reported at the frequency and in the manner as defined in the Site's SMP.
- D. Respondent shall ensure that any and all of its activities that may affect the remedy must be conducted in a manner not to diminish the effectiveness of the remedy in any way.
- E. Respondent shall ensure that no actions by Respondent or any entity on or at the Site as a result of Respondent's actions, whether accessing, working, or otherwise, diminish the effectiveness of, damage, interfere with, or in any way negatively affect the remedy.
- F. All activities at the Site must be conducted in accordance with the Site's SMP.
- G. Respondent shall provide notice to the Department of any activities by Respondent at the Site thirty (30) days prior to said activities.
- H. Access to the Leased Area must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner and Respondent.
 - 1. The Department, its employees, or other dually authorized representatives shall have access to and be able to observe any and all activities at the Site, including but not limited to those related to renewable energy infrastructure, generation, development, transmission, and other related activities.
 - 2. Access to the Department, its employees, or other representatives shall be provided for the implementation of response actions at and near the Leased Area under applicable federal and state law, including but not limited to all activities authorized under ECL §§ 27-1309(3) – (4) and ECL § 27-1313(8). The Department retains all its authorities and rights, including enforcement authorities thereto, under CERCLA, Article 27, Title 13 of the ECL or pursuant to any other provision of state or federal statutory or common law with respect to such access.

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

I. In addition to and separate from any costs that may be required to be paid to the State pursuant to this Order related to damage to or interference with remediation at the Leased Area by Respondent, Respondent shall pay to the Department a lump sum payment of \$25,000 to address the State's costs related to overseeing the planned solar development, including review of workplans, site visits, and other activities ("Oversight Costs") related to the development, installation, generation, use or other activities related to renewable energy at the Leased Area during the installation and initial start-up of the solar energy infrastructure. The Department and Respondent agree that this is all the monies that will be due and owing to the State, absent any other response or oversight action, as identified within this Order, and that general State oversight costs associated with ensuring compliance with the remedy would be the obligation of Stauffer. Notwithstanding this Order, in the instance of an actual threat to the public health or the environment, oversight and response costs will be billed to the Respondent.

1. Invoices shall be sent to Respondent at the following address:

700 West Metro Park
Rochester, New York 14623

2. 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 pursuant to this Order. Failure to timely pay any invoice will be subject to late payment charge and interest at a rate of 9% from the date the payment is due until the date the payment is made.

3. 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.

4. Each such payment shall be made payable to the "Commissioner of NYSDEC" 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

5. The Department shall provide written notification to the Respondent of any change in the foregoing address. The Respondent shall provide written notification to the Department (at the foregoing address) of any changes to the invoice contact and address provided under Paragraphs III or IV of the Consent Order.

6. 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.

7. 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 this Order, the ECL, and 6 NYCRR 375-2.11(a)(4).

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

K. Respondent agrees to immediately stop work upon verbal or written notice from the Department if the Department suspects there are violations of this Order, significant interference with a proposed, ongoing, or completed remedial program at the Site, and/or threats to public health or the environment. If verbal notice is provided, written notice shall follow within 24 hours. This work stoppage will be in place until the Department determines that violations have been cured or threats have been eliminated

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

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

2. Respondent must provide final as-built plans upon completion of the solar installation when available after substantial completion.
 3. Respondent must develop for Department approval a Health & Safety Plan to be in place during and following construction and shall coordinate with the Department to develop emergency contact information, reporting procedures, and a notification list.
 4. Respondent must develop for Department approval a monitoring and maintenance plan for the solar energy gathering, generating, distribution, and other related infrastructure. Any plan must be submitted at least 30 days prior to the expected completion date of the solar installation. Alternatively, any existing operation and maintenance plan shall be updated to include this requirement, if applicable.
- M. Respondent shall ensure all design documents, other reports, or plans regarding the solar energy development to be submitted to the Department are stamped by a New York State licensed Professional Engineer.
- N. Respondent or their consultant or agent shall provide engineering oversight by a New York State licensed Professional Engineer during the construction of the solar energy generating infrastructure, including on-site oversight. Such oversight shall include, but not be limited to, adherence to design, conformance to construction plans, on-site monitoring of construction, and confirmation there is no damage to engineering controls or any other component of the remedy.
- O. Respondent shall comply with any land use restrictions and institutional controls on the Site. If Respondent or its successors and assigns propose to change the use of the Site, as defined in ECL 27-1317 and 6 NYCRR Part 375-2.2(a), Respondent must comply with the notice requirements of 6 NYCRR Part 375-1.11(d), as applicable.
- P. Respondent shall exercise due care and shall comply with all applicable local, state and federal laws and regulations with respect to the existing contamination at the Site. Respondent recognizes that the implementation of the response actions at the Site may interfere with Respondent's use of the Site and may require closure of its operations or a part thereof. Respondent agrees to cooperate fully with the Department in the implementation of response actions at the Site and further agrees not to interfere with such response actions. The Department agrees, consistent with its responsibilities under applicable law, to use reasonable efforts to minimize any interference with Respondent's operations by entry and implementation of response actions. In the event Respondent becomes aware of any action or occurrence which causes or threatens a release of hazardous waste, pollutants or contaminants at or from the Site that constitutes an emergency situation or may present an immediate threat to public health or the environment, Respondent shall promptly take appropriate action to prevent, abate or minimize such release or threat of release, and shall, in addition to complying

with any applicable notification requirements, or any other law, immediately notify the Department of such release or threatened release.

IV. Communications

A. Respondent shall coordinate with the Department regarding the installation of solar infrastructure, which may be conducted through various forms, including, but not limited to, phone calls, conference calls, and/or site visits.

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

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

D. Communication from Respondents shall be sent to:

John Armitage, DER Project Manager
New York State Department of Environmental Conservation
625 Broadway, Albany, NY, 12233-1500
john.armitage@dec.ny.gov

Leia Schmidt, Esq. (correspondence only), Project Attorney
New York State Department of Environmental Conservation
Office of General Counsel
625 Broadway, Albany, NY, 12233-1500
Leia.schmidt@dec.ny.gov

E. Communication from the Department to Respondents shall be sent to:

SUNN 1017 LLC
700 West Metro Park
Rochester, NY 14623
Attention: Andrew van Doorn
E-mail: andrew.vandoorn@powerbankcorp.com

F. 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 Respondent provide more than one paper copy of any work plan or report.

G. Each party shall notify the other within ninety (90) days after any change in the addresses listed in Paragraphs III or IV. See Appendix A Paragraph VI.D for instruction on notification of invoice contact and address changes.

V. Liability Release

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

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

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

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

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

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

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

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

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

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

VI. Reservation of Rights

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

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

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

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

VII. Indemnification

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

VIII. Parties Bound/Transfer of Covenant Not to Sue

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

B. In the event of an assignment or transfer of interest in Respondent's solar energy infrastructure at the Site, the assignor or transferor shall continue to be bound by all of the terms and conditions, and subject to all the benefits, of this Order except as the Department and the assignor or transferor agree otherwise and modify this Order, in writing, accordingly. Moreover, prior to or simultaneously

with any assignment or transfer of interest, the assignee or transferee must consent in writing to be bound by the terms of this Order.

IX. Disclaimer

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

X. Termination

A. Should the Release and Covenant Not to Sue set forth in Paragraph VI herein become null and void, ab initio, in the event of fraud relating to the execution or implementation of this Order or in the event of Respondent's failure to materially comply with any provision of this Order, then 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, to the extent applicable.

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

XI. Miscellaneous

A. Penalties

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.

3. 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.

i. 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.

a. 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 regarding timely notification.

b. 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).

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

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

C. The terms of this Order shall constitute the complete and entire Order between the Department and Respondent concerning the implementation of the activities required by this Order. No term, condition, understanding, order 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.

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

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

F. 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 herein.

G. 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.

H. 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.

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

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

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

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

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

DATED: January 28, 2026

AMANDA LEFTON
COMMISSIONER
NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: Andrew Guglielmi
Andrew Guglielmi, Director
Division of Environmental Remediation

CONSENT BY RESPONDENT

Index No. 7-20260107-1

Respondent, **SUNN 1017 LLC**, hereby consents to the issuance of the foregoing order without further notice, waives its right to a hearing herein, and agrees to be bound by the terms, provisions, and conditions contained herein.

SUNN 1017 LLC


By [Signature]:

Name [Print]:

Title:

Date:

Email:


ANDREW VAN DOORN
PRESIDENT
JAN 6, 2026
ANDREW.VANDOORN@POWERBARKCORP.COM

Proveed
Acknowledgment

Arden
STATE OF Arden)

) ss:

County of
COUNTY OF Arden)

City of
On the 6 day of January, in the year 2026, before me, the undersigned, personally appeared before me, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

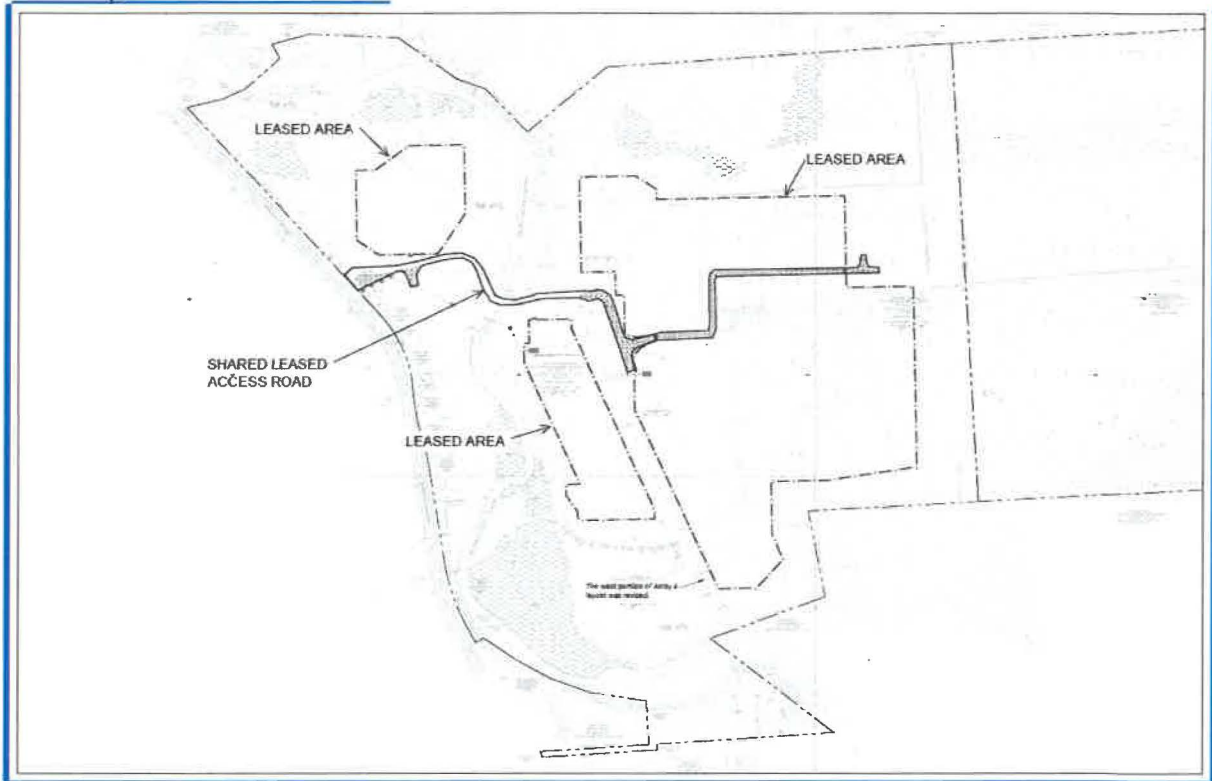

Notary Public



EXHIBIT "A"

Map

Developer SUNN 1017 LLC

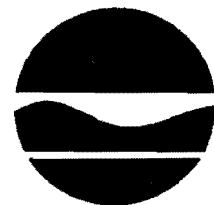


Solar Order between SUNN 1017 LLC and NYS Department of Environmental Conservation
Site Name: Stauffer Management Company Skaneateles Falls Site No.: 734010

EXHIBIT "B"

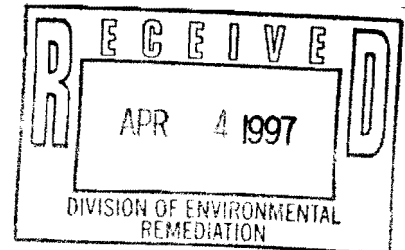
Order on Consent, Index No. A7-0347-9610

New York State Department of Environmental Conservation
Division of Environmental Enforcement
Central Field Unit
50 Wolf Road, Albany, New York 12233-5500
Telephone (518) 457-7938
FAX Number (518) 485-8478



John P. Cahill
Acting Commissioner

April 2, 1997



Michael P. Kelly, Esq.
Stauffer Management Company
1800 Concord Pike
Wilmington, Delaware 19850-5438

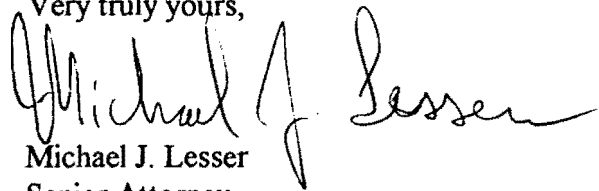
RE: ICI Stauffer Inactive Hazardous Waste Site #734010
Order on Consent

Dear Mr. Kelly:

Enclosed please find a copy of a fully executed Order on Consent for the above-referenced inactive hazardous waste site for your records.

Thank you for your courtesy and cooperation throughout the Consent Order negotiation process. Please contact me if you have any further questions.

Very truly yours,


Michael J. Lesser
Senior Attorney

Enclosure

cc: C. Jackson
S. Priore (w/attachment)
C. Sullivan

STATE OF NEW YORK : 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,
Title 13 and Article 71, Title 27 of
the Environmental Conservation Law
of the State of New York by

ORDER
ON
CONSENT
INDEX #A7-0347-9610

Stauffer Management Company
Respondent

Site Code #734010

WHEREAS,

1. The New York State Department of Environmental Conservation (the "Department") is responsible for enforcement of Article 27, Title 13 of the Environmental Conservation Law of the State of New York ("ECL"), entitled "Inactive Hazardous Waste Disposal Sites." This Order is issued pursuant to the Department's authority under, inter alia, ECL Article 27, Title 13 and ECL 3-0301.
2. Stauffer Management Company ("Respondent") is a corporation organized and existing under the laws of the State of Delaware, is doing business in the State of New York and has contractually assumed certain environmental liabilities with respect to Stauffer Chemical Company ("Stauffer"). Stauffer owned and operated a manufacturing plant located in Skaneateles Falls Onondaga County, New York between 1967 and 1985 (the "Site"). Atkemix Thirty-Seven Inc. is a wholly owned subsidiary of Respondent and is the current owner of the Site. A map of the Site is attached and appended hereto as Appendix "A".
3. During the course of Stauffer's operation of the Site, the Department alleges that hazardous wastes including but not limited to volatile organic compounds were released to the Site and underlying groundwater. Respondent denies that allegation.
4. The Department maintains that the Site is an inactive hazardous waste disposal site, as that term is defined at ECL 27-1301.2, and presents a significant threat to the public health or environment. The Site has been listed in the Registry of Inactive Hazardous Waste Disposal Sites in New York State as Site number 734010. The Department has classified the Site as a Classification "2" pursuant to ECL 27-1305.4.b.

5. A. Pursuant to ECL 27-1313.3.a, whenever the Commissioner of Environmental Conservation (the "Commissioner") "finds that hazardous wastes at an inactive hazardous waste disposal site constitute a significant threat to the environment, he may order the owner of such site and/or any person responsible for the disposal of hazardous wastes at such site (i) to develop an inactive hazardous waste disposal site remedial program, subject to the approval of the department, at such site, and (ii) to implement such program within reasonable time limits specified in the order."

B. Any person under order pursuant to ECL 27-1313.3.a has a duty imposed by ECL Article 27, Title 13 to carry out the remedial program committed to under order. ECL 71-2705 provides that any person who fails to perform any duty imposed by ECL Article 27, Title 13 shall be liable for civil, administrative and/or criminal sanctions.

C. The Department also has the power, inter alia, to provide for the prevention and abatement of all water, land, and air pollution. See, e.g., ECL 3-0301.1.i.

6. In March 1991, Respondent and the Department entered into an Order on Consent for the performance of a remedial investigation and feasibility study (Index #A7-0101-8612).

7. Following a period of public comment, the Department selected a final remedial alternative for the Site in a Record of Decision ("ROD"). The ROD, attached to this Order as Appendix "B", is incorporated as an enforceable part of this Order.

8. The Department and Respondent agree that the goals of this Order are for Respondent to (i) develop and implement, in accordance with the ROD, a remedial program ("Remedial Program") for the Site that shall include design and implementation, and operation, maintenance and monitoring of the selected remedial alternative; and (ii) reimburse the State's administrative costs.

9. Respondent, having waived Respondent's right to a hearing herein as provided by law, without admitting any wrongdoing or any liability, and having consented to the issuance and entry of this Order, 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.

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

I. Remedial Design Contents

A. Within such period of time after the ROD is signed that the Department shall prescribe in writing, Respondent shall submit to the Department a remedial design to implement the remedial alternative for the Site selected by the Department in the ROD (the "Remedial Design"). The Remedial Design shall be prepared by and have the signature and seal of a professional engineer who shall certify that the Remedial Design was prepared in accordance with this Order.

B. The Remedial Design shall include the following:

1. A detailed description of the remedial objectives and the means by which each element of the selected remedial alternative will be implemented to achieve those objectives, including when applicable, but not limited to:

- a. the construction and operation of any structures;
- b. the collection, destruction, treatment, and/or disposal of hazardous wastes and substances and their constituents and degradation products, and of any soil or other materials contaminated thereby;
- c. the collection, destruction, treatment, and/or disposal of contaminated groundwater, leachate, and air;
- d. physical security and posting of the Site;
- e. quality control and quality assurance procedures and protocols to be applied during implementation of the Remedial Construction; and
- f. monitoring which integrates needs which are present on-Site and off-Site during implementation of the Department-selected remedial alternative.

2. "Biddable Quality" documents for the Remedial Design including, but not limited to, documents and specifications prepared, signed, and sealed by a professional engineer. These plans shall satisfy all applicable local, state and federal laws, rules and regulations;

3. A time schedule to implement the Remedial Design;

4. The parameters, conditions, procedures, and protocols to determine the effectiveness of the Remedial Design, including a schedule for periodic sampling of groundwater monitoring wells on-Site and off-Site;

5. A description of operation, maintenance, and monitoring activities to be undertaken after the Department has approved construction of the Remedial Design, including the number of years during which such activities will be performed (where appropriate) and a specific description of the criteria to be used to decide when an operation of the remedy may be discontinued.

6. A contingency plan to be implemented if any element of the Remedial Design fails to achieve any of its objectives or otherwise fails to protect human health or the environment;

7. A health and safety plan for the protection of persons at and in the vicinity of the Site during construction and after completion of construction. This plan shall be prepared in accordance with 29 CFR 1910 by a certified health and safety professional; and

8. A citizen participation plan which incorporates appropriate activities outlined in the Department's publication, "New York State Inactive Hazardous Waste Citizen Participation Plan," dated August 30, 1988, and any subsequent revisions thereto, and 6 NYCRR Part 375.

II. Remedial Construction

A. Within such period of time after the Department's approval of the Remedial Design as the Department shall prescribe, Respondent shall commence construction of the Department-approved Remedial Design.

B. Respondent shall implement the Remedial Design in accordance with the Department-approved Remedial Design.

C. During implementation of all construction activities identified in the Remedial Design, Respondent shall have on-Site a full-time representative who is qualified to supervise the work done.

D. Within 90 days after completion of the construction activities identified in the Department-approved Remedial Design, Respondent shall submit to the Department a detailed post-remedial operation and maintenance plan ("O&M Plan"); "as-built" drawings and a final engineering report (each including all changes made to the Remedial Design during construction); and a certification that the Remedial Design was implemented and that all construction activities were completed in accordance with the Department-approved Remedial Design and were personally witnessed by him or her or by a person under his or her direct supervision. The O&M Plan, "as built" drawings, final engineering report, and certification must be prepared, signed, and sealed by a professional engineer.

Before its acceptance and approval of the engineer's certification that construction was completed in accordance with the approved Remedial Design, the Department may require Respondent to modify the Remedial Design and Construction if the Department determines that such modification is necessary due to:

(1) environmental conditions on-Site or off-Site which are related to the presence of hazardous wastes at the Site and were unknown to the Department at the time of its approval of the Remedial Investigation Report, or

(2) information received, in whole or in part, after the Department's approval of the Remedial Investigation Report, where such unknown environmental conditions or such information indicates that the Remedial Program is not protective of human health or the environment

E. Upon the Department's approval of the O&M Plan, Respondent shall implement the O&M Plan in accordance with the requirements of the Department-approved O&M Plan.

F. After receipt of the "as-built" drawings, final engineering report, and certification, the Department shall notify Respondent in writing whether the Department is satisfied that all construction activities have been completed in compliance with the Department-approved Remedial Design.

G. If the Department concludes that any element of the Department-approved Remedial Program fails to achieve its objectives or otherwise fails to protect human health or the environment, the Department shall promptly notify Respondent as soon as possible and Respondent shall thereafter submit a proposal designed to address the Department's concerns, and to meet the objectives of the Remedial Program.

III. Progress Reports

Respondent shall submit to the parties identified in subparagraph XII.B in the numbers specified therein copies of written monthly progress reports that:

A. describe the actions which have been taken toward achieving compliance with this Order during the previous month;

B. include all results of sampling and tests and all other data received or generated by Respondent or Respondent's contractors or agents in the previous month, a summary of quality assurance/quality control information, whether conducted pursuant to this Order or conducted independently by Respondent;

C. identify all work plans, reports, and other deliverables required by this Order that were completed and submitted during the previous month;

D. describe all actions, including, but not limited to, data collection and implementation of work plans, that are scheduled for the next month and provide other information relating to the progress at the Site;

E. include information regarding percentage of completion, unresolved delays encountered or anticipated that may affect the future schedule for implementation of Respondent's obligations under the Order, and efforts made to mitigate those delays or anticipated delays;

F. summarize any modifications to any work plans that Respondent has proposed to the Department or that the Department has approved; and

G. describe all activities undertaken in support of the Citizen Participation Plan during the previous month and those to be undertaken in the next month. Respondent shall submit these

progress reports to the Department by the fifteenth day of every month following the effective date of this Order.

Respondent also shall allow the Department to attend, and shall provide the Department at least seven days advance notice of, any of the following: prebid meetings, job progress meetings, substantial completion meeting and inspection, and final inspection and meeting.

IV. Review of Submittals

A. 1. The Department shall review each of the submittals Respondent makes pursuant to this Order to determine whether it was prepared, and whether the work done to generate the data and other information in the submittal was done, in accordance with this Order and generally accepted technical and scientific principles. The Department shall notify Respondent in writing of its approval or disapproval of the submittal, except for the submittals discussed in Subparagraph I.B.7. All Department-approved submittals shall be incorporated into and become an enforceable part of this Order.

2. a. If the Department disapproves a submittal, it shall so notify Respondent in writing and shall specify the reasons for its disapproval. Within 30 days after receiving written notice that Respondent's submittal has been disapproved, Respondent shall make best efforts to revise the submittal to the Department that addresses and resolves all of the Department's stated reasons for disapproving the first submittal.

b. After receipt of the revised submittal, the Department shall notify Respondent in writing of its approval or disapproval. If the Department disapproves the revised submittal, Respondent shall revise and submit the submittal in accordance with the Department's comments within 15 business days of the Department's notice unless an alternative time is agreed to by the Department. In the event Respondent disagrees with the Department's objection, the parties shall confer to resolve their differences. If after conferring, there remains a dispute between the Department and respondent, the matter shall be resolved in accordance with the dispute resolution procedures set forth in Paragraph V of this Order. If the Department approves the revised submittal, it shall be incorporated into and become an enforceable part of this Order.

B. Respondent shall modify and/or amplify and expand a submittal upon the Department's direction to do so if the Department determines, as a result of reviewing data generated by an activity required under this Order or as a result of reviewing any other data or facts, that further work is necessary in accordance with Paragraphs IV and V of this Order.

V. Dispute Resolution

If subsequent to the procedures set forth in Subparagraph IV.2.b. herein the Department continues to disapprove a revised submittal, Respondent shall be in violation of this Order unless, within 10 days of receipt of the Department's notice of disapproval Respondent serves on the Department's Director of Hazardous Waste Remediation ("the Director") a written statement of the issues in dispute, the relevant facts upon which the dispute is based, and factual data, analysis

or opinion supporting its position, and all supporting documentation on which Respondent relies (hereinafter called the "Statement of Position"). The Department shall serve its Statement of Position, including supporting documentation no later than ten business (10) days after receipt of Respondent's Statement of Position. Respondent shall have five (5) business days after receipt of the Department's Statement of Position within which to serve upon the Department a reply to the Department's State of Position, and in the event Respondent serves such a reply, the Department shall have five (5) business days after receipt of Respondent's reply to the Department's Statement of Position within which to serve upon Respondent the Department's reply to Respondent's reply to the Department's Statement of Position. In the event that the periods for exchange of Statements of Position and replies may cause a delay in the work being performed under this Order, the time periods may be shortened upon and in accordance with notice by the Department as agreed to be Respondent.

An administrative record of any dispute under this Paragraph shall be maintained by the Department. The record shall include the Statement of Position of each party served pursuant to the preceding Subparagraph, and any relevant information. The record shall be available for review of all parties and the public.

Upon review of the administrative record as developed pursuant to this Paragraph, the Director shall issue a final decision and order resolving the dispute. Respondent shall revise the submittal in accordance with the Department's specific comments, as may be modified by the Director and except for those which have been withdrawn by the Director, and shall submit a revised submittal. The period of time within which the submittal must be revised as specified by the Department in its notice of disapproval shall control unless the Director revised the time frame in the Director's final decision and order resolving the dispute.

After receipt of the revised submittal, the Department shall notify Respondent in writing of its approval or disapproval of the revised submittal.

If the revised submittal fails to address the Department's specific comments, as modified, and the Department disapproves the revised submittal for this reason, Respondent shall be in violation of this Order and the ECL.

In review by the Director of any dispute pursued under this Paragraph, Respondent shall have the burden of providing that there is no rational basis for the Department's position.

The invocation of the procedures stated in this Paragraph shall not extend, postpone, or modify Respondent's obligations under this Order with respect to any disputed items, unless and until the Department agrees or a court determined otherwise. Both parties shall retain all rights regarding the Director's final decision and order pursuant to applicable law, including but not limited to an appeal and/or petitions to a court of competent jurisdiction.

VI. 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 under this Order or be subject to any proceeding or action if it cannot comply with any requirement hereof because of war, riot, act of God or because of any condition or event demonstrably beyond the control of Respondent or its agent or agents carrying out Respondent's obligations under this Order. Respondent shall, within five days of when it obtains knowledge of any such condition, notify the Department in writing. Respondent shall include in such notice the measures taken and to be taken by Respondent to prevent or minimize any delays and shall request an appropriate extension or modification of this Order. Failure to give such notice within such five-day period constitutes a waiver of any claim that a delay is not subject to penalties. Respondent shall have the burden of providing that an event is a defense to compliance with this Order pursuant to Subparagraph VI.B.

VII. Release

If, after review, the Department accepts and approves the engineer's certification that construction of the Remedial Program was completed in accordance with the approved Remedial Design, then, unless a supplementary remedial program is required pursuant to Subparagraph I.B.6, and except for the provisions of Paragraph XI of this Order, and except for the future Operation and Maintenance of the Site, reimbursement of Department expenditures at the Site, and any Natural Resource Damage claims that may arise, such acceptance shall constitute a release for each and every claim, demand, remedy or action whatsoever Respondent, its directors, officers, employees, agents, successors and assigns, which the Department has or may have pursuant to Article 27, Title 13 of the ECL and CERCLA 42 USC section 9601 et seq. relative to or arising from the disposal of hazardous wastes at the Site; provided, however, that the Department specifically reserves all of its rights concerning, and any such release and satisfaction shall not extend to, any investigation or remediation the Department deems necessary due to:

(1) environmental conditions on-Site or off-Site which are related to the disposal of hazardous wastes at the Site and were unknown to the Department at the time of its approval of the Remedial Investigation Report; or

(2) information received, in whole or in part, after the Department's approval of the Remedial Investigation Report, and such unknown environmental conditions or information indicates that the Remedial Program is not protective of human health or the environment. The Department shall notify Respondent of such environmental conditions or information and its basis for determining that the Remedial Program is not protective of human health and the environment.

This release shall inure only to the benefit of Respondent, its directors, officers, employees, agents, successors and assigns.

Nothing herein shall be construed as barring, diminishing, adjudicating or in any way affecting any legal or equitable rights or claims, actions, suits, causes of action or demands whatsoever that the Department may have against anyone other than Respondent, its directors, officers, employees, agents, successors and assigns.

VIII. Entry Upon Site

Respondent hereby consents to the entry upon the Site or areas in the vicinity of the Site which may be under the control of Respondent by any duly designated employee, consultant, contractor, or agent of the Department or any State agency for purposes of inspection, sampling, and testing and to ensure Respondent's compliance with this Order. During Remedial Construction, Respondent shall provide the Department with suitable office space at the Site, including access to a telephone, and shall permit the Department full access to all records relating to matters addressed by this Order and job meetings.

IX. Payment of State Costs

Within 60 days after receipt of an itemized invoice from the Department, Respondent shall either object to those expenditures to which if in good faith objects or it shall pay to the Department a sum of money which shall represent reimbursement for the State's expenses including, but not limited to, direct labor, fringe benefits, indirect costs, travel, analytical costs, and contractor costs incurred by the State of New York for work related to the Site to the effective date of this Order, as well as for reviewing and revising submittals made pursuant to this Order, collecting and analyzing samples, and if Respondent's objections cannot be resolved by the parties within thirty days of receipt of Respondent's written objections, Respondent shall pay the undisputed amount. Disputed costs that are unresolved at the end of the thirty day negotiation period shall be resolved pursuant to the dispute resolution procedures set forth in Paragraph V of this Order. Payments shall be made by certified check payable to the Department of Environmental Conservation and shall be sent to:

Bureau of Program Management
Division of Hazardous Waste Remediation
New York State Department of Environmental Conservation
50 Wolf Road
Albany, NY 12233-7010

Personal service costs shall be documented by reports of Direct Personal Service, which shall identify the employee name, title, biweekly salary, and time spent (in hours) on the project during the billing period, as identified by an assigned time and activity code. Approved agency fringe benefit and indirect cost rates shall be applied. Non-personal service costs shall be summarized by category of expense (e.g., supplies, materials, travel, contractual) and shall be documented by expenditure reports.

X. Department 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 civil, criminal, or administrative rights or authorities.

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

XI. Indemnification

Respondent shall indemnify and hold the Department, the State of New York, and their representatives and employees harmless for all claims, suits, actions, damages, and costs of every name and description arising out of or resulting from the fulfillment or attempted fulfillment of this Order by Respondent and/or any of Respondent's directors, officers, employees, servants, agents, successors, and assigns.

XII. Public Notice

A. Within 30 days after the effective date of this Order, Respondent shall file a Declaration of Covenants and Restrictions and/or such institutional controls and/or deed restrictions required pursuant to the ROD with the Clerk of the County wherein the Site is located to give all parties who may acquire any interest in the Site notice of this Order.

B. If Respondent proposes to convey the whole or any part of Respondent's ownership interest in the Site, Respondent shall, not fewer than 60 days before the date of conveyance, notify the Department in writing of the identity of the transferee and of the nature and proposed date of the conveyance and shall notify the transferee in writing, with a copy to the Department, of the applicability of this Order.

XIII. Communications

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

1. Communication from Respondent shall be sent to:

Edward Belmore, Bureau Chief, Western Remedial Bureau
Division of Hazardous Waste Remediation
New York State Department of Environmental Conservation
50 Wolf Road
Albany, NY 12233-7010

with copies to:

Director, Bureau of Environmental Exposure Investigation
New York State Department of Health
2 University Place
Albany, NY 12203

Henri Hamel
Public Health Specialist II
New York State Department of Health
Office of Public Health
217 South Salina Street
Syracuse, NY 13202-1380

Charles Branagh
Regional Hazardous Waste Remediation Engineer
Region IV
New York State Department of Environmental Conservation
615 Erie Boulevard West
Syracuse, NY 13204-2400

Michael J. Lesser, Esq.
Central Field Unit
New York State Department of Environmental Conservation
50 Wolf Road
Albany, NY 12233-5500

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

Joseph MacArthur
Stauffer Management Company
ESO - Hanley 1
Wilmington, Delaware 19897

and

Michael P. Kelly, Esq.
Stauffer Management Company
1800 Concord Pike
FOP 3
Wilmington, Delaware 19897

C. The Department and Respondent reserve the right to designate additional or different addresses for communication or written notice to the other.

XIV. Miscellaneous

A. 1. All activities and submittals required by this Order shall address Respondent's legally required obligations to remedy both on-Site and off-Site contamination resulting from the disposal of hazardous wastes at the Site, as alleged by the Department and as set forth in the ROD.

2. All activities Respondent is required to undertake under this Order are ordinary and necessary expenses for the continued operation of Respondent.

B. Respondent shall retain professional consultants, contractors, laboratories, quality assurance/quality control personnel, and third party data validators acceptable to the Department to perform the technical, engineering, and analytical obligations required by this Order. The experience, capabilities, and qualifications of the firms or individuals selected by Respondent shall be submitted to the Department within 30 days after the effective date of this Order. The Department's approval of these firms or individuals shall be obtained before the start of any activities for which Respondent and such firms or individuals will be responsible. The responsibility for the performance of the professionals retained by Respondent shall rest solely with Respondent.

C. The Department shall have the right to obtain split samples, duplicate samples, or both, of all substances and materials sampled by Respondent, and the Department also shall have the right to take its own samples. Respondent shall make available to the Department the results of all sampling and/or tests or other data generated by Respondent with respect to implementation of this Order and shall submit these results in the progress reports required by this Order.

D. Respondent shall notify the Department at least 10 working days in advance of any field activities to be conducted pursuant to this Order.

E. Respondent shall obtain all permits, easements, rights-of-way, rights-of-entry, approvals, or authorizations necessary to perform Respondent's obligations under this Order.

F. Respondent and Respondent's officers, directors agents, servants, employees, successors, and assigns shall be bound by this Order. Any change in ownership or corporate status of Respondent including, but not limited to, any transfer of assets or real or personal property shall in no way alter Respondent's responsibilities under this Order. Respondent's officers, directors, employees, servants, and agents shall be obliged to comply with the relevant provisions of this Order in the performance of their designated duties on behalf of Respondent.

G. Respondent shall provide a copy of this Order to each contractor hired to perform work required by this Order and to each person representing Respondent with respect to the Site and shall condition all contracts reentered into in order to carry out the obligations identified in this Order upon performance in conformity with the terms of this Order. Respondent or

Respondent's contractors shall provide written notice of this Order to all subcontractors hired to perform any portion of the work required by this Order. Respondent shall nonetheless be responsible for ensuring that Respondent's contractors and subcontractors perform the work in satisfaction of the requirements of this Order.

H. The Department agrees that Respondent has satisfactorily complied with all remediation and field obligations undertaken pursuant to the 1991 Order on Consent concerning the conduct of the RI/FS and related activities.

I. Respondent and its affiliates reserve all rights that they may have to assert any claim against their insurers or any third party from matters arising from this action, including, without limitation, claims for breach of contract, contribution, tortious conduct, indemnity and CERCLA Section 113(f)(3).

J. In consideration of, and contingent upon, Respondent's compliance with the provisions of this Order, the Department covenants not to sue, execute judgment, or take any civil, judicial or administrative action under federal or state law (other than enforcement of this Order) against Respondent arising out of or relating to the past release of any chemical substances at the site, except that the Department will not be precluded from pursuing its claim for oversight costs, or any rights that may accrue pursuant to Paragraphs IV, V, VII, X and XI herein.

K. Upon entry of this Order, and subject only to continued compliance with the material terms of this Order, it shall be deemed that Respondent has resolved its liability to the Department for purposes of contribution protection provided by CERCLA Section 113(f)(2). Specifically, if the material obligations set forth in this Order are met, Respondent shall not be liable for any claim for contribution regarding matters addressed in this Order.

L. None of the Respondent's obligations under this Order shall be deemed to constitute any type of fine or penalty.

M. All references to "professional engineer" in this Order are to an individual registered as a professional engineer in accordance with Article 145 of the New York State Education Law. If such individual is a member of a firm, that firm must be authorized to offer professional engineering services in the State of New York in accordance with Article 145 of the New York State Education Law.

N. All references to "days" in this Order are to calendar days unless otherwise specified.

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

P. 1. The terms of this Order constitute the complete and entire Order concerning the Site's remediation as an inactive hazardous waste disposal site. 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 regarding any report, proposal, plan, specification, schedule, or any other submittal shall be construed as relieving Respondent or Respondent's obligation to obtain such formal approvals as may be required by this Order.

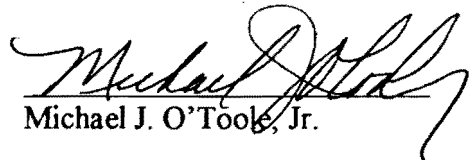
2. If Respondent desires that any provision of this Order be changed, Respondent shall make timely written application, signed by Respondent, to the Commissioner setting forth reasonable grounds for the relief sought. Copies of such written application shall be delivered or mailed to Michael J. Lesser, Central Field Unit, NYSDEC and Edward Belmore, Chief, Western Remedial Bureau, Division of Environmental Remediation, NYSDEC.

Q. The effective date of this Order is the date the Commissioner or his designee signs it.

DATED: 3/27, New York
, 1997

JOHN P. CAHILL
Acting Commissioner
New York State Department of
Environmental Conservation

By:


Michael J. O'Toole, Jr.

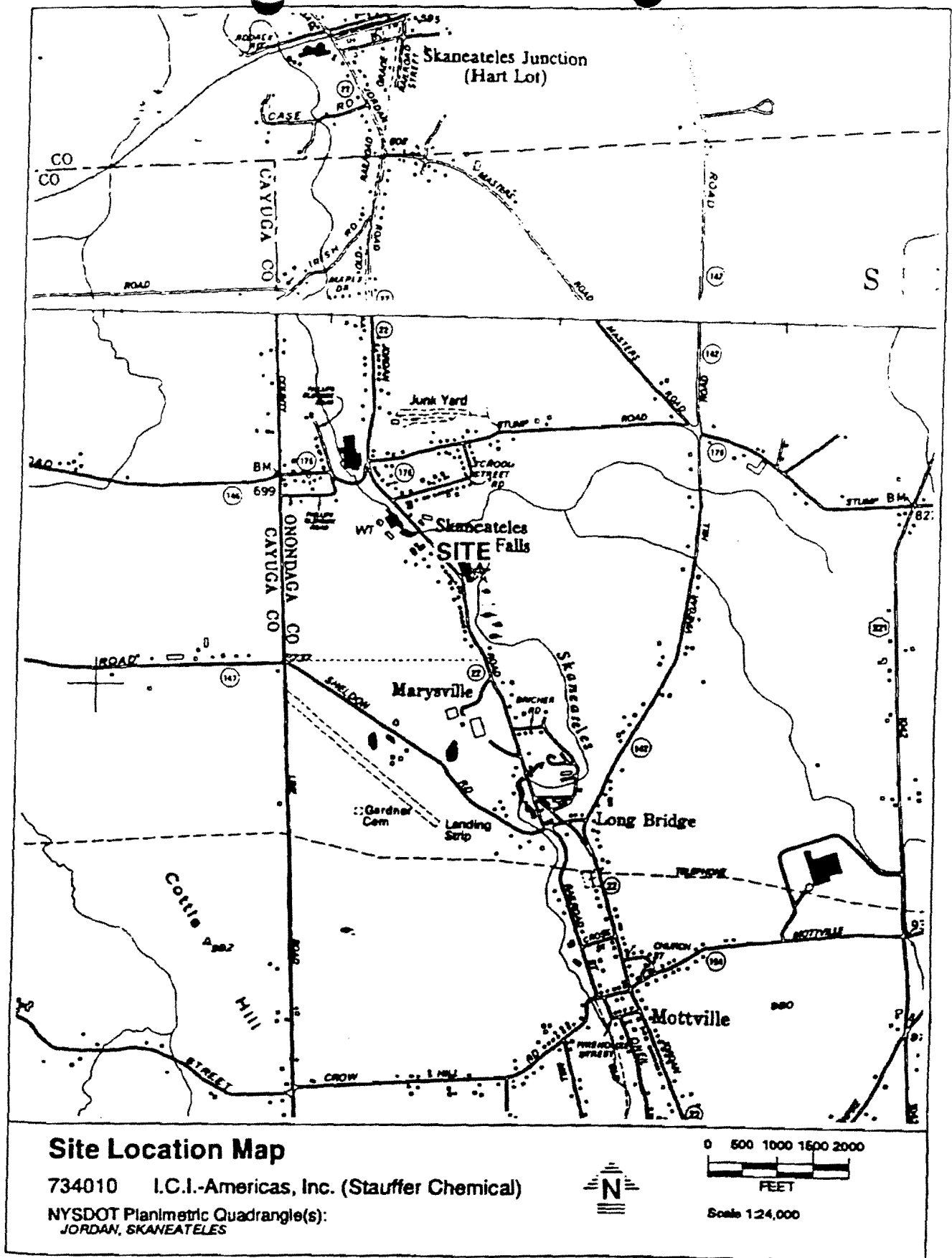
Respondent hereby consents to the issuing and entering of this Order, waives Respondent's right to a hearing as provided by law, and agrees to be bound by this Order.

Title: President, Stauffer Management Company

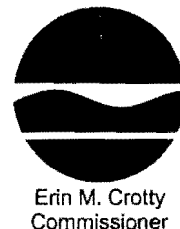
Date: 3/20/97

On this _____ day of _____, 1997, before me personally came Brian A. Spiller, to me known, who being duly sworn, did depose and say that he resides in Chester County, PA: that he is the President of Stauffer Management Company the corporation described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation and that he signed his name thereto by like Order.

Mr P Kelly / att la 2d
Notary Public



New York State Department of Environmental Conservation
Division of Environmental Enforcement
Central Field Unit
625 Broadway, Albany, New York 12233-5500
Phone: (518) 402-9507 • **FAX:** (518) 402-9019
Website: www.dec.state.ny.us



June 10, 2002

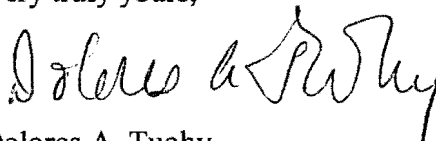
Michael P. Kelly, Esq.
McCarter & English, LLP
Mellon Bank Center
P.O. Box 111
Wilmington, Delaware 19899

RE: Stauffer - Skaneateles Falls Site
Site No. 734010

Dear Mike:

Enclosed is a fully executed original copy of the Amendment to Order on Consent
A7-0347-9610.

Very truly yours,



Dolores A. Tuohy
Associate Attorney

cc(w/ amendment): Ken Lynch
M.J. Peachey
Sal Priore
Dave Chiusano
John May
Supervisor Bill Pavlus

STATE OF NEW YORK: 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, Title 13 and Article 71,
Title 27, of the Environmental Conservation Law
of the State of New York by:

AMENDMENT
TO
ORDER ON CONSENT

Index # A7-0347-9610

Stauffer Management Company LLC,

Respondent

Site Code # 734010

WHEREAS,

1. Stauffer Management Company consented to the issuance of a Remedial Program Order on Consent Index # A7-0347-9610 ("Order"), signed by a representative of the Department of Environmental Conservation (the "Department") on March 27, 1997.
2. The Order committed Stauffer Management Company to develop and implement a remedial program for the Stauffer - Skaneateles Falls inactive hazardous waste disposal site (the "Site") in accordance with a Record of Decision issued by the Department in March of 1996.
3. On December 8, 2000, Stauffer Management Company, a corporation, merged into Stauffer Management Company LLC ("Respondent"). Respondent, a limited liability company, was formed pursuant to the laws of the State of Delaware and is located at 1800 Concord Pike, Wilmington, Delaware 19850. Respondent is doing business in the State of New York. By virtue of the merger, Respondent acquired the liabilities of Stauffer Management Company, including its consent to the issuance of the Order and its commitment to be bound by the Order's terms.
4. The Department issued an Amended Record of Decision for the Site in December 2001. A copy of the Amended Record of Decision is attached to this Amendment as Appendix "A," and is incorporated as an enforceable part of the Amended Order.
5. The Department and Respondent desire to amend the Order to provide for Respondent to develop and implement a remedial program for the site in accordance with the Amended Record of Decision.
6. Respondent, having waived Respondent's right to a hearing herein as provided by law, without admitting any wrongdoing or liability, and having consented to the issuance and entry of this Amendment, agrees to be bound by its terms. Respondent consents to and agrees not to contest the authority or jurisdiction of the Department to issue and enforce this

Amendment, and agrees not to contest the validity of this Amendment or its terms.

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

I. The above-referenced Order shall be amended as indicated herein effective on the date the Amendment to Order on Consent is signed by the Commissioner of Environmental Conservation or her designee.

II. For the purposes of construing the provisions of the Order which are not modified by the Amendment, the provisions of the Order modified by the Amendment, and the Amendment, the term "Respondent" shall mean Stauffer Management Company LLC.

III. Paragraph 8 of the Order is hereby amended to read as follows:

The Department and Respondent agree that the goals of this Order are for Respondent to (i) develop and implement, in accordance with the Amended Record of Decision, a remedial program ("Remedial Program") for the Site that shall include design and implementation, and operation, maintenance and monitoring of the selected remedial alternative; and (ii) reimburse the State's administrative costs.

IV. The first sentence of Paragraph I.A of the Order is hereby amended to read as follows:

Within 15 days after the execution of this Amendment, Respondent shall submit to the Department a remedial design to implement the remedial alternative for the Site selected by the Department in the Amended Record of Decision (the "Remedial Design").

V. Paragraph VII of the Order is hereby amended to read as follows:

If, after review, the Department accepts and approves the engineer's certification that construction of the Remedial Program was completed in accordance with the approved Remedial Design, then, unless a supplementary remedial program is required pursuant to Subparagraph I.B.6, and except for the provisions of Paragraph XI of this Order, and except for the future operation and maintenance of the Site, reimbursement of Department expenditures at the Site, and any Natural Resource Damage claims that may arise, such acceptance shall constitute a release for each and every claim, demand, remedy or action whatsoever against Respondent, its directors, officers, employees, agents, successors and assigns, which the Department has or may have pursuant to Article 27, Title 13 of the ECL and CERCLA 42 USC section 9601 et seq. relative to or arising from the disposal of hazardous wastes at the Site; provided, however, that the Department

specifically reserves all of its rights concerning, and any such release and satisfaction shall not extend to, any investigation or remediation the Department deems necessary due to:

(1) environmental conditions on-Site or off-Site which are related to the disposal of hazardous wastes at the Site and were unknown to the Department at the time of its approval of the Final Focused Feasibility Study; or

(2) information received, in whole or in part, after the Department's approval of the Final Focused Feasibility Study,

and such unknown environmental conditions or information indicates that the Remedial Program is not protective of human health or the environment.

The Department shall notify Respondent of such environmental conditions or information and its basis for determining that the Remedial Program is not protective of human health and the environment.

This release shall inure only to the benefit of Respondent, its directors, officers, employees, agents, successors and assigns.

Nothing herein shall be construed as barring, diminishing, adjudicating or in any way affecting any legal or equitable rights or claims, actions, suits, causes of action or demands whatsoever that the Department may have against anyone other than Respondent, its directors, officers, employees, agents, successors and assigns.

Nothing herein shall be construed as barring, diminishing, adjudicating or in any way affecting any legal or equitable rights or claims, actions, suits, causes of action or demands whatsoever that Respondent or its directors, officers, employees, agents, successors and assigns may have against any party other than the Department.

VI. Paragraph XIII of the Order is hereby amended to read as follows:

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

1. Communication from Respondent shall be sent to:

Bureau Chief, Western Remedial Bureau
Division of Environmental Remediation
New York State Department of Environmental Conservation
625 Broadway, 11th Floor
Albany, New York 12233-7017

until such date as the Remedial Design is approved by the Department. Following the Department's approval of the Remedial Design, communication from Respondent shall be sent to:

Director, Bureau of Construction Services
Division of Environmental Remediation
625 Broadway, 12th Floor
Albany, New York 12233-7013

Prior to and following the Department's approval of the Remedial Design, copies shall be sent to:

Director, Bureau of Environmental Exposure Investigation
New York State Department of Health
547 River Street
Troy, New York 12180-2216

Henriette Hamel
Regional Toxics Coordinator
New York State Department of Health
Office of Public Health
217 South Salina Street
Syracuse, New York 13202-1380

Kenneth Lynch, Esq.
Region VII Regional Director
New York State Department of Environmental Conservation
615 Erie Boulevard West
Syracuse, New York 13204-2400

Dolores A. Tuohy, Esq.
New York State Department of Environmental Conservation
Division of Environmental Enforcement
625 Broadway, 14th Floor
Albany, New York 12233-5500

Salvatore Priore, P.E.
New York State Department of Environmental Conservation
Division of Environmental Remediation
625 Broadway, 11th Floor
Albany, New York 12233-7017

David Chiusano
New York State Department of Environmental Conservation
Division of Environmental Remediation
625 Broadway, 12th Floor
Albany, New York 12233-7013

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

Lee Erickson
Stauffer Management Company
ESO-Bancroft Building
Wilmington, Delaware 19897

With copies to:

Thomas Haldas, P.E.
Stauffer Management Company
ESO-Bancroft Building
Wilmington, Delaware 19897

and

Michael P. Kelly, Esq.
McCarter and English LLP
919 Market Street
Wilmington, Delaware 19801

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

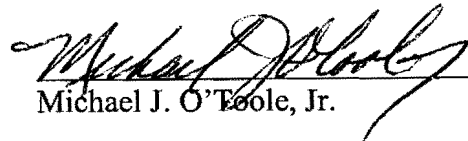
VII. All other provisions of the Order remain in full force and effect and shall be binding on Respondent.

DATED: Albany, New York

June 6, 2002

ERIN M. CROTTY
Commissioner
New York State Department
of Environmental Conservation

By:


Michael J. O'Toole, Jr.

CONSENT BY RESPONDENT

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

By: Brian A. Spiller *mpk*
Brian A. Spiller

Title: President, Stauffer Management Company LLC

Date: May 22, 2002

STATE OF DELAWARE)
COUNTY OF NEW CASTLE) s.s.:

On the 22nd day of May, in the year 2002, before me, the undersigned, personally appeared BRIAN A. SPILLER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Paulette L. Hendrix
Signature and Office of individual
taking acknowledgment

PAULETTE L. HENDRIX
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires March 10, 2006