

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 AND
ADMINISTRATIVE
SETTLEMENT**

DEC Site Name: Town of Salina

DEC Site No.: 734036

Site Address: 1533 Brewerton Road, Salina, NY

Index No.

Hereinafter referred to as "Site"

R7-Solar734036-05-25

by: Town of Salina
201 School Road, Liverpool, New
York

and

AC Power 27, LLC
915 Broadway, Suite
801
New York, NY 10010

Hereinafter referred to as "Respondents"

1. A. The New York State Department of Environmental Conservation ("Department") is responsible for inactive hazardous waste disposal site remedial programs pursuant to Article 27, Title 13 of the Environmental Conservation Law ("ECL") and Part 375 of Title 6 of the Official Compilation of Codes, Rules and Regulations ("6 NYCRR") and may issue orders consistent with the authority granted to the Commissioner by such statute.
- B. The Department is responsible for carrying out the policy of the State of New York to conserve, improve and protect its natural resources and environment and control water, land, and air pollution consistent with the authority granted to the Department and the Commissioner by Article 1, Title 3 of the ECL, and Resource management under Article 27, Title 6 of the ECL Part 360 of 6 NYCRR.
- C. This Order on Consent ("Order") is issued pursuant to the Department's authority under, *inter alia*, ECL Article 27, Title 13 and ECL 3-0301, and is consistent with the Department's goals pursuant to Policy DMM-4 Guidance for Photovoltaic Solar Projects at Closed Solid Waste Landfills ("DMM-4"), and resolves Respondents' liability to the State as provided at 6 NYCRR 375-1.5(b)(5).
2. The "Site" shall mean the entire landfill which totals approximately 55 acres, as per Onondaga County Tax Map, 56.78-acre property that is located between the New York

State Thruway and Ley Creek, on Brewerton Street in the Town of Salina, County of Onondaga, State of New York. The Site is currently listed in the Registry of Inactive Hazardous Waste Disposal Sites in New York State as Site Number 734036, with a Classification of 2 pursuant to ECL §27-1305.

3. On or about October 29, 1997, the Town of Salina (the “Town”) entered an Order on Consent with the Department to perform a remedial investigation/feasibility study (“RI/FS”), remedial design, and remedial action for the Site (“Order on Consent Index #D-7-0002-97-06”). Based upon the results of the RI/FS of the Site, the Department selected a remedy for the Site that was described in an EPA Amended Record of Decision (“AROD”) for the Site on September 30, 2010. The remedy consisted of excavation of the landfilled wastes located south of Ley Creek and consolidation of those wastes on the landfill area north of Ley Creek, design and construction of a groundwater/leachate collection and pre-treatment system (if warranted), and design and construction of a 6 NYCRR Part 360 cap over the entire landfill area north of Ley Creek.
4. The Town began physical on-site construction of remedial action at the Site on or about January 19, 2010. The remedial actions at the Site were completed on or about April 30, 2015.
5. The Town and AC Power 27, LLC (“ACP27”) entered into a Solar and Storage Lease Agreement, dated October 7, 2024 (the “Lease”), that applies to a portion of the Site, as depicted on the attached Exhibit A (the “Lease Area”), for the purpose of allowing for the construction and operation of a ballasted solar photovoltaic facility and attendant operations, including potential storage facilities.
6. The Town and ACP27 (collectively, the “Respondents”) and the Department agree that the primary goals of this Order are to (1) continue any ongoing obligations of the Town of Salina related to the Site; (2) to maintain existing engineering and institutional controls, including the environmental easement(s) recorded on the Site, to ensure that the Remedial Program protects human health and the environment; and, (3) allow for the development of a photovoltaic solar facility by ACP27, along with attendant uses, including potential storage facilities.
7. Respondents consent to the issuance of this Order without (i) an admission or finding of liability, fault, wrongdoing, or violation of any law, regulation, permit, order, requirement, or standard of care of any kind whatsoever; (ii) an acknowledgment that there has been a release or threatened release of hazardous waste at or from the Site; and/or (iii) an acknowledgment that a release or threatened release of hazardous waste at or from the Site constitutes a significant threat to the public health or environment, except as governed by any other agreement, consent order, consent decree, settlement, or other document.
8. As it pertains to ACP27, the Department acknowledges that ACP27 is entering into this Order solely on the basis of its status as a lessee at the Site after implementation of on-site remedial action and implementation of site engineering

controls (“ECs”) and institutional controls (“ICs”), for which this Order is intended to address ACP27’s obligations associated with future compliance with Site ECs and ICs to account for its proposed development and operational activities, as allowed for by the Lease, which are consistent with DMM-4.

9. Solely regarding the matters set forth herein, Respondents hereby waive 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. Respondents consent to and agree 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 Respondents 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 consists of the entire portion that has been assigned Superfund Site Number 734036, consists of approximately 56.78 acres, and is further described as follows:

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

Section, Block, and Lot: 073-01-10.1; 073-01-10.2; 073-01-10.4; 073-01-13.0; 074-03-03.3; 073.-01-09.1; 073.-01-09.2

Latitude: 4309007067

Longitude: -76.15464426

Notwithstanding the applicability of the Order to the entirety of the Site, the obligations of ACP27 are only applicable to the Lease Area, and only as it applies actual operational considerations and not any ongoing operation, monitoring, and maintenance obligations tied to Site institutional and engineering controls, 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. **Respondent Town of Salina’s Obligations**

- a. The Town shall continue any respective obligations under any and all agreements, orders, decrees, plans, governing documents, regulations, and statutes.
- b. All ECs now on site or placed on the site in the future, must be operated and maintained, and inspected at a frequency and in a manner as specified in the Site’s SMP.
- c. All environmental or public health monitoring must be performed as defined in 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. All activities that may affect the remedy in any fashion must be conducted in a manner not to diminish the

effectiveness of the remedy in any way.

- d. The Town shall ensure that no actions by any entity accessing, working, or otherwise at the Site diminish the effectiveness of, damage, interfere with, or in any way negatively affect the issued Site remedy.
- e. All activities that may affect any part of the remedy must be conducted in accordance with the Site's SMP.
- f. The Town shall ensure that the Department is made aware of any activities at the Site thirty (30) days prior to any activities that may affect any part of the remedy, except in the case of an emergency, except in the case of an emergency, in which case the Town shall provide as much notice to the Department as is reasonably practicable.
- g. The Town and/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.
- h. The Town acknowledges that additional charges may be billed at a later date for State Costs incurred pursuant to this Order.
- i. Within forty-five (45) days after receipt of an itemized invoice from the Department, the Town shall pay to the Department a sum of money which shall represent reimbursement for State Costs as provided by 6 NYCRR 375-1.5 (b)(3)(i). Failure to timely pay any invoice will be subject to late payment charge and interest at a rate of 9% from the date the payment is due until the date the payment is made.
- j. 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.
- k. If the Town 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.
- l. 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.

III. **Respondent AC Power 27, LLC's Obligations**

- a. ACP27 shall ensure that no actions by any entity accessing, working, or otherwise at the Site diminish the effectiveness of, damage, interfere with, or in any way negatively affect the issued Site remedy.
- b. All activities that may affect any part of the issued Site remedy must be conducted in accordance with the Site's SMP, to the extent applicable.
- c. ACP27 shall ensure that the Department is made aware of any activities at the Site thirty (30) days prior to any activities that may affect any part of the remedy, except in the case of an emergency, in which case ACP27 shall provide as much notice to the Department as is reasonably practicable.
- d. ACP27 shall provide plans as required in the sub-sections below prior to commencement of construction of the solar installation in the Lease Area:
 - i. To provide the Department with design plans, as well as sufficient information as required under DMM-4, for review and approval 30 days before the start of any work at the Site, for which the Department shall timely provide any comments or concurrence with design plan details. The array structure design should keep a 10-foot radial buffer from any monitoring wells, vents and ports at the site in order to provide access for landfill maintenance and repair. This plan should also include techniques and strategies for protecting the remedy, including any cover system, which will not interfere with the function of the existing landfill cover system and ongoing maintenance, as well as not result in inappropriate potential for erosion for ongoing maintenance of the landfill cover as called for in the amended closure plan or unauthorized release of landfill gas at the Site and landfill area during solar installation and other on-site activities by the Respondents.
 - ii. ACP27 must provide final as-built plans once available.
 - iii. Develop, for Department approval, a site-specific Health & Safety Plan to be in place during and following construction activities in the Lease Area. ACP27 shall coordinate with the Department to develop emergency contact information, reporting procedures, and a notification list, as may be applicable.
 - iv. Develop for Department approval a monitoring and maintenance plan, to be imbedded in the Engineering Plan to be submitted to the Department, for the solar energy gathering, generating, distribution, and other related infrastructure for both during and after construction. 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 managed by the Town shall be updated to include this requirement.

- e. ACP27 shall provide evidence of procurement of a general liability insurance policy, to include a \$1 million per occurrence, \$2 million in the aggregate limits, with a \$4 million umbrella coverage, adding the Department and the Town as additional insureds, in order to address potential damage to the landfill cover system during installation and any impact after the installation along with documents required in accordance with DMM-4.
- f. 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, ACP27 shall pay to the Department a lump sum payment of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) to address the State's costs of FOUR (4) months of the oversight ("Oversight Costs") related to the development, installation, generation, use or other activities related to renewable energy at the Site during the proposed four month installation timeframe. In the event that the installation takes longer than four months, additional oversight costs will be billed at a cost not to exceed FIVE THOUSAND DOLLARS (\$5000) per month. This amount does not include decommissioning and removal of the solar photovoltaic facility including removal of any and all related equipment, structures, or storage facilities ("Decommissioning Costs"). Decommissioning Costs will be billed at the time of Decommissioning. The Department and Respondent agree that this is all monies that will be due and owing to the State, absent Decommissioning Costs and 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 the Town.

IV. **Respondents' Joint Obligations**

- a. Respondents shall ensure all design documents, other reports, or plans submitted to the Department for the Site and/or Lease Area are stamped by a New York State licensed Professional Engineer, except as may be stamped or certified by another Qualified Environmental Professional pursuant to Division of Environmental Remediation-10 Technical Guidance for Site Investigation and Remediation given the nature of the submittal.
- b. Access to the Site must be provided to agents, employees, or other representatives of the State of New York, with reasonable prior notice to the property owner.
 - i. The Department, its employees, or other 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, subject to any site-specific health and safety requirements. In doing so, the Department agrees, on behalf of itself and its employees and other representatives, not to unreasonably interrupt or interfere with, or damage, any of the on-site operations occurring at the Site, subject to

its legal authority described elsewhere in this Order.

- ii. Access to the Department, its employees, or other representatives shall be provided for the implementation of response actions at and near the Site 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.
- iii. The Department shall coordinate with Respondents related to access to the Site, except in the instance of a response to an imminent or actual threat to public health or the environment at or emanating from the Site, in which case the Department will make reasonable efforts to coordinate with Respondent, and will provide notification of access within 24 hours, or within 72 hours if such 24 hours is not possible.
- c. Invoices due to each of the Respondents pursuant to the terms of this Order will be at the following addresses, as may be applicable:

Town of Salina
201 School Road
Liverpool, New York 13088
Attn: Town Supervisor

AC Power 27, LLC
915 Broadway, Suite 801
New York, New York 10010
Attn: Manager/General Counsel

- d. Each payment made to the Department pursuant to this Order 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

- e. The Department shall provide written notification to the Respondents of any change in the foregoing address. The Respondents shall provide written notification to the Department (at the foregoing address) of any changes to the invoice contact and address provided under Paragraph IV(c) of the Order.
- f. If Respondents object to any invoiced costs issued pursuant to 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.

- g. 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 the terms of this Order or the Department may commence an enforcement action for non-compliance with ECL '27-1423 and ECL 71-4003.
- h. In no way diminishing or contravening Respondents' obligations under law, Respondents are responsible for and agree to remedy and/or pay for any and all responses to conduct that will or may tend to prevent or significantly interfere with a proposed, ongoing, or completed remedial program at the Site, including but not limited to damage to ECs within the Site, provided that ACP27 shall have no obligation to address any damage to ECs outside of the Lease Area absent a showing of direct causation and responsibility. Respondents shall cooperate with the Department and, at Respondents' sole cost and expense, correct any impacts and establish any controls reasonably required in connection with such modifications. Respondents shall develop for Department approval a contingency plan in accordance with DMM-4.
- i. Respondents agree to immediately stop work upon verbal or written notice from the Department if the Department suspects there are violations of this Order, prevention or significant interference with a proposed, ongoing, or completed remedial program 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 or threats have been cured.

V. Site Access/Notice to Successors in Interest

- a. If the Town proposes to convey the whole or any part of its ownership interest in the Site or becomes aware of such conveyance, the Town shall, not fewer than forty-five (45) days before the date of conveyance 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 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 the granting of any rights under any mortgage, deed, trust, assignment, judgment, lien, pledge, security order, lease or any other right accruing to a party not affiliated with the Respondents to secure repayment of money or the performance of a duty or obligation.
- b. Respondents shall require that assignees, successors in interest, lessees and sublessees of the Site shall provide the same access and cooperation with the Department. Respondents shall not be responsible for any such parties' failure to comply. The Respondents shall ensure that a copy of this Order is provided to any current lessee or sublessee on the Site as of the effective date of this Order and shall ensure that any subsequent leases, assignments or transfers of the Site or an interest in the Site are consistent with this Paragraph of this

Order.

- c. Respondents shall comply with any land use restrictions and ICs on the Site in connection with the remedial program for the Site. If Respondents or their 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), Respondents must comply with the notice requirements of 6 NYCRR Part 375-1.11(d), excepting any change in use authorized by this Order.
- d. Upon sale or other conveyance of the Site or any part thereof, Respondents shall notify, in writing, any grantee, transferee or other holder of an interest in the Site or any part thereof of the requirement that they must and shall provide access and cooperation to the Department, its authorized officers, employees, representatives, and all other persons implementing the remedial program for the Site under the Department's oversight. Respondents shall require that each grantee, transferee or other holder of an interest in the Site or any part thereof shall comply with any land use restrictions and institutional controls on the Respondents' portions of the Site in connection with the remedial program for the Site.

VI. **Communications**

- a. Respondents shall coordinate with the Department regarding the installation of solar infrastructure, including, but not limited to, phone calls, conference calls, and site visits, as agreed to amongst the parties.
- b. Respondents shall communicate to the Department if the Respondents and/or any of their contractors encounter anything unexpected, unusual, or questionable at the Site, and provide said notices no later than 24 hours after discovery to the Department, unless a shorter time period is required by applicable law.
- c. Respondent shall coordinate with the Department to develop emergency contact information, reporting procedures, and a notification list for purposes of the solar photovoltaic and/or energy storage facility systems to be installed pursuant to this Order.
- d. All written communications required by this Order shall be transmitted by electronic means, whenever possible. Paper copies should be provided upon request.

Communication from Respondents shall be sent to:

Jacky Luo, Project Manager
 New York State Department of Environmental Conservation
 625 Broadway
 Albany, New York 12207
 Jacky.Luo@dec.ny.gov

Mark Sergott, Public Health Specialist
New York State Department of Health
Corning Tower
Empire State Plaza
Albany, New York 12237
Mark.Sergott@health.ny.gov

For correspondence only:

Margaret A. Sheen, Project Attorney
New York State Department of
Environmental Conservation
Office of General Counsel
5786 Widewaters Parkway
Syracuse, New York 13214
Margaret.Sheen@dec.ny.gov

Communication from the Department to Respondents shall be sent to:

Town of Salina
201 School Road
Liverpool, New York 13088
Attn: Town Attorney

AC Power 27, LLC
915 Broadway, Suite 801
New York, New York 10010
Attn: Manager/General Counsel

- e. The Department and Respondents 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 Respondents provide more than one paper copy of any work plan or report.
- f. Each party shall notify the other within ninety (90) days after any change in the addresses listed in Paragraphs IV or VI. See Appendix A Paragraph VI.D for instruction on notification of invoice contact and address changes.

VII. **Miscellaneous**

- a. Appendix A - "Standard Clauses for All New York State, State Superfund Orders" is attached to and hereby made a part of this Order as if set forth fully herein. Appendix A applies to the Town for compliance with Registry of Inactive Hazardous Waste Disposal Site obligations, including those obligations applicable to the Lease Area, keeping in mind that some of these

obligations may be delegated to ACP27 pursuant to the Lease or by virtue of its ongoing operations in such area.

b. Penalties

- i. Respondents' 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 Respondents' right to contest any allegation that it has failed to comply with this Order.
- ii. Payment of any penalties shall not in any way alter Respondents' obligations under this Order.
 1. Respondents 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 reasonable 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 Respondents' economic inability to comply with any obligation, the failure of Respondents 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. Respondents 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. Respondents shall be deemed to know of any circumstance which it, any entity controlled by it, or its contractors knew or should have known.
 3. Respondents 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 Respondents' assertion that an event provides a defense to non-compliance with this Order pursuant to Subparagraph IV.B, Respondents shall be in violation of this Order unless it invokes dispute resolution pursuant to Paragraph XV and Respondents' position prevails.
- c. Respondents 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) and for any and all work related to solar energy, including its infrastructure, generation, and transmission.
 - 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. 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 Respondents of Respondents' 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). Respondents consent to and agree not to contest the authority and jurisdiction of the Department to enter into or enforce this Order.
 - f. Except as set forth herein, if Respondents desire that any provision of this Order be changed, Respondents shall make timely written application to the Commissioner with copies to the parties listed herein.
 - g. The obligations of each Respondent 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. The Department recognizes the roles of each Respondent, including the role of Respondent Town of Salina as the Responsible Party to its Superfund Site obligations.
 - 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. Respondents' 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. Respondents and Respondents' successors and assigns shall be bound by this Order. Any change in ownership or corporate status of Respondent shall in no way alter Respondent's responsibilities under this Order.
- k. This Order may be executed for the convenience of the parties hereto, individually or in combination, in one or more counterparts, each of which shall be deemed to have the status of an executed original and all of which shall together constitute one and the same, which may be provided electronically.
- 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: 3/30/2026

AMANDA LEFTON
COMMISSIONER
NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:

Andrew Guglielmi

Andrew Guglielmi, Director
Division of Environmental Remediation

CONSENT BY RESPONDENT

Respondent hereby consents to the issuance of the foregoing order, waives its right to a hearing herein, and agrees to be bound by the terms, provisions, and conditions contained herein.

Town of Salina

By [Signature]:

[Handwritten Signature]

Name [Print]:

Raul Huerta

Title:

Supervisor, Town of Salina

Date:

24 March 2026

Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF Onondaga)

On this 24 day of March 2026, before me personally came to me known, Raul Huerta, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity as the Town Supervisor of the Town of Salina, and that by his/her signature on the instrument the municipal corporation, upon behalf of which the individual acted, executed the instrument.

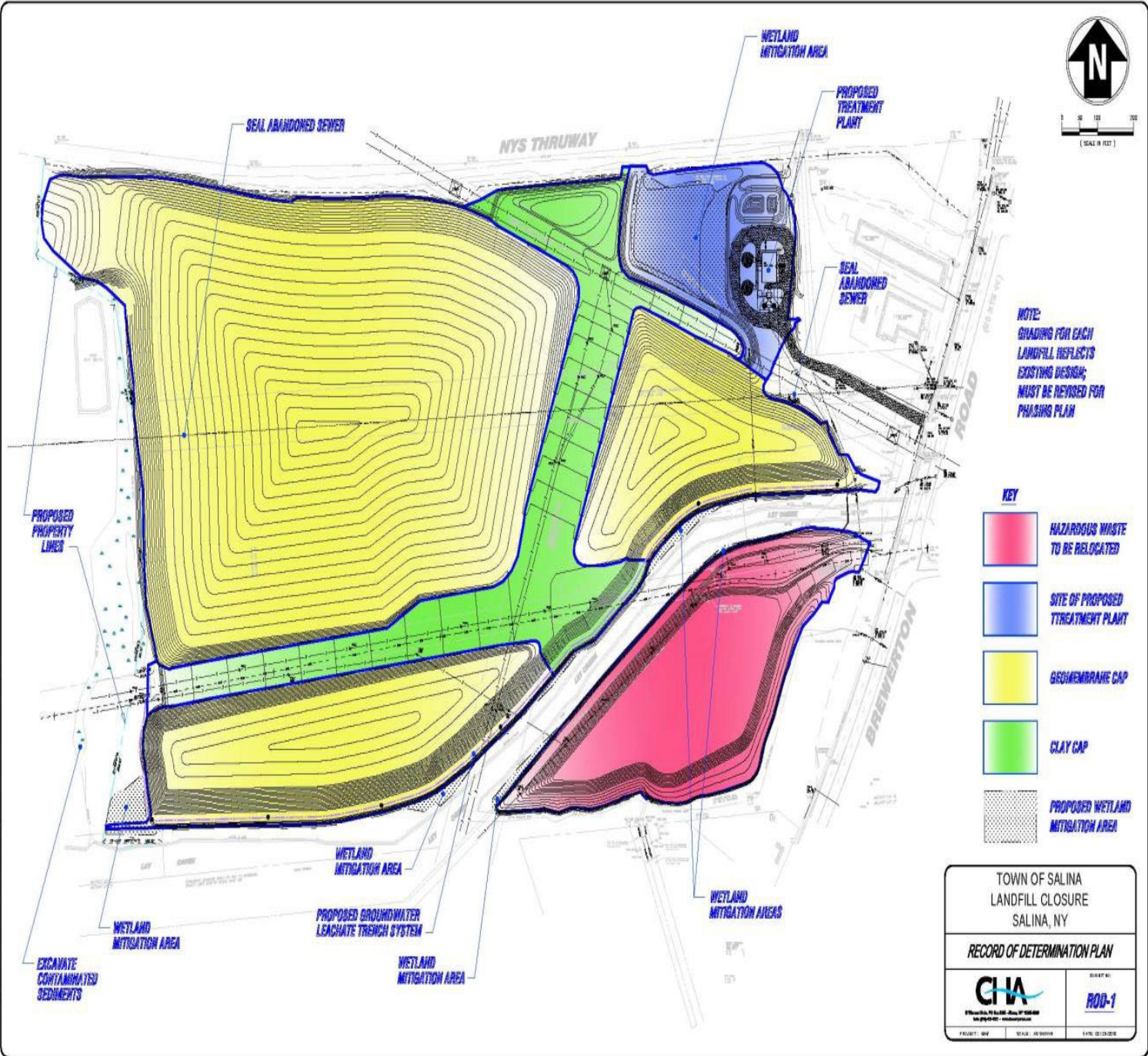
Paula Primerano
Notary Public

PAULA PRIMERANO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01PR0010802
Qualified in Onondaga County
Commission Expires July 10, 2027

EXHIBIT "A"

Site Map

File: C:\DOCUMENTS AND SETTINGS\3276_DESKTOP\6987_RECORD-OF-DETERMINATION_2010.DWG
 Saved: 2/24/2010 3:50:37 PM Plotted: 2/24/2010 3:55:20 PM User: Kona, Peter



APPENDIX "A"

**STANDARD CLAUSES FOR ALL NEW YORK STATE
STATE SUPERFUND ORDERS**

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

I. Citizen Participation Plan

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

II. Initial Submittal

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

III. Development, Performance, and Reporting of Work Plans

A. Work Plan Requirements

All activities at the Site that comprise any element of an Inactive Hazardous Waste Disposal Site Remedial Program shall be conducted pursuant to one or more Department-approved work plans ("Work Plan" or "Work Plans"). 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), and 375-6. All Department-approved Work Plans shall be incorporated into and become enforceable parts of this Order. Upon approval of a Work Plan by the Department, Respondent shall implement such Work Plan in accordance with the schedule contained therein. Nothing in this Subparagraph shall mandate that any particular Work Plan be submitted.

The Work Plans shall be captioned as follows:

1. "Site Characterization ("SC") Work Plan": a Work Plan which provides for the identification of the presence of any hazardous waste disposal at the Site;
2. "Remedial Investigation/Feasibility Study ("RI/FS") Work Plan": a Work Plan which provides for the investigation of the nature and extent of contamination within the boundaries of the Site and emanating from such Site and a study of remedial alternatives to address such on-site and off-site contamination;
3. "Remedial Design/Remedial Action ("RD/RA") Work Plan": a Work Plan which provides for the development and implementation of final plans and specifications for implementing the remedial alternative set forth in the ROD;
4. "IRM Work Plan" if the Work Plan provides for an interim remedial measure;
5. "Site Management Plan" if the Work Plan provides for the identification and implementation of institutional and/or engineering controls as well as any necessary monitoring and/or operation and maintenance of the remedy; or
6. "Supplemental" if additional work plans other than those set forth in III.A.1-5 of this Appendix A, 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 then 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 licensed and registered in New York State 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 an approved 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. Upon the Department's written approval of a Work Plan, such Department-approved Work Plan shall be deemed to be incorporated into and made a part of this Order and shall be implemented in accordance with the schedule contained therein.

ii. If the Department modifies or requests modifications to a submittal, it shall specify the reasons for such modification(s). Within fifteen (15) Days after the date of the Department's written notice that Respondent's submittal has been disapproved, Respondent shall notify the Department of its election in accordance with 6 NYCRR 375-1.6(d)(3). If Respondent elects to modify submittal in accordance with the Department's request or accept the Department's modifications to the submittal, Respondent shall make a revised submittal that incorporates all of the Department's modifications to the first submittal in accordance with the time period set forth in 6 NYCRR 375-1.6(d)(3). In the event that Respondent's revised submittal is disapproved, the Department shall set forth its reasons for such disapproval in writing and Respondent shall be in violation of this Order unless it invokes dispute resolution pursuant to Paragraph XV and its position prevails. Failure to make an election or failure to comply with the election is a violation of this Order.

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

iv. Respondent may have one re-submission following a modification, request for modification, or disapproval of a submission. If, in the Department's sole judgment, a re-submission needs further modifications or is again disapproved, the Department may develop a replacement for such submission, which, subject to dispute resolution pursuant to Paragraph XV, Respondent shall implement or be in 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. Pursuant to Section XV(C) of this Appendix A, the Department's issuance of a ROD is not subject to dispute under this Order.

2. Respondent shall notify the Department in writing whether it will implement the remedial activities required by such ROD within 60 days from the date of the Department's issuance of the 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 in accordance with this paragraph 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 workspace at the Site, including access to a telephone, to the extent available, and (ii) permit the Department full access to all non-privileged records relating to matters addressed by this Order. Raw data is not considered privileged and that portion of any privileged document containing raw data must be provided to the Department. In the event Respondent is unable to obtain any authorization from third-party property owners necessary to perform its obligations under this Order, the Department may, consistent with its legal authority, assist in obtaining such authorizations.

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

VI. Payment of State Costs

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

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

C. Each such payment shall be made payable to the "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

D. 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.

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

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.

XI. Change of Use & Transfer

A. Respondent 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 Respondent of such determination within forty-five (45) days of receipt of such notice.

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.

XII. Environmental Easement

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

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

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

XIII. Progress Reports

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

XIV. Termination of Order

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

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

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

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

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

XV. Dispute Resolution

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

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

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

XVI. Miscellaneous

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

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

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

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

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

E. 1. The terms of this Order shall constitute the complete and entire agreement between the Department and Respondent concerning the implementation of the activities required by this Order. No term, condition, understanding, or agreement purporting to modify or vary any term of this Order shall be binding unless made in writing and subscribed by the party to be bound. No informal advice, guidance, suggestion, or comment by the Department shall be construed as relieving Respondent of Respondent's obligation to obtain such formal approvals as may be required by this Order. In the event of a conflict between the terms of this Order and any Work Plan submitted pursuant to this Order, the terms of this Order shall control over the terms of the Work Plan(s). Respondent consents to and agrees not to contest the authority and jurisdiction of the Department to enter into or enforce this Order.

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

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

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

F. 1. If there are multiple parties signing this Order, the term "Respondent" shall be read in the plural, the obligations of each such party under this Order are joint and several, and the insolvency of or failure by any Respondent to implement any obligations under this Order shall not affect the obligations of the remaining Respondent(s) under this Order.

2. If Respondent is a partnership, the obligations of all general partners (including limited partners who act as general partners) under this Order are joint and several and the insolvency or failure of any general partner to implement any obligations under this Order shall not affect the obligations of the remaining partner(s) under this Order.

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

G. Respondent shall be entitled to receive contribution protection and/or to seek contribution to the extent authorized by ECL 27-1421(6), 6 NYCRR 375-1.5(b)(5), and Section 113(f)(2) of CERCLA, as amended, 42 U.S.C. § 9613(f)(2).

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.