SITE ACCESS AND INDEMNIFICATION AGREEMENT

This Site Access and Indemnification Agreement ("Agreement") is dated August 11, 2026, between the **Town of Arcadia** and **New York State Department of Environmental Conservation ("DEC").**

WHEREAS, DEC desires to access the property located at **233 Blackmar Street, Newark, New York, 14513**, which is owned by **Town of Arcadia**, to investigate and, if determined to be necessary by **DEC**, remediate the property, which is adjacent to Coventry Commons, Site No. 859036; and

WHEREAS, DEC has advised the **Town of Arcadia** that it will indemnify and hold the Town of Arcadia harmless from claims resulting from its investigation and, if determined to be necessary by **DEC**, remediation of the property as set forth below;

NOW, THEREFORE, in consideration of the **Town of Arcadia** allowing the **DEC** and/or its contractors to store equipment on, investigate, and if determined to be necessary by **DEC**, remediate **233 Blackmar Street, Newark, New York, 14513 ("Premises")**, which is adjacent to the Coventry Commons, Site No. 859036 **("Purposes"), DEC** and **the Town of Arcadia,** intending to be legally bound agree as follows:

1. **DEC** shall make every effort to minimize any adverse impact of its entry on and occupancy of the Premises.

2. Subject to the availability of lawful appropriations, and as provided by New York State's Court Of Claims Act and Section 17 of the New York State Public Officers Law, **DEC** hereby agrees to indemnify and hold harmless **the Town of Arcadia** for any and all causes of action in law or equity, arising directly from the negligence of **DEC** or its employees, agents, consultants, contractors, and subcontractors to the extent attributable to said negligence, in the use and access of the **Premises**, for the **Purposes** as described above.

   The duty to indemnify and hold harmless shall be conditioned upon delivery to the Attorney General by the **Town of Arcadia** of the original or a copy of any summons, complaint, process, notice, demand or pleading within five (5) days of receipt.

   DEC, for and on behalf of its employees, agents, consultants, contractors, and subcontractors hereby releases the **Town of Arcadia** from any liability directly arising from the use and access of the **Premises** to the extent said liability is directly attributable to the negligence of **DEC** or its employees, agents, consultants, contractors, and subcontractors.

   The Town of Arcadia hereby acknowledges that this indemnification, hold harmless, and release agreement is given in consideration of allowing **DEC** to use the **Premises** for the stated **Purposes**, and that the consideration is fair and adequate.

3. **DEC** is self-insured and shall provide a letter confirming its self-insurance upon request.

4. The terms of this Agreement constitute the entire agreement between the **Town of Arcadia** and **DEC**. No waiver or modification to these terms shall be binding unless agreed to in writing signed by the parties. The invalidity of any part hereof shall not affect the validity of the remainder. Except as provided herein, the failure of either party to assert any right at any time hereunder shall not prevent its subsequent assertion of the same or different rights.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

6. This Agreement represents a license that is limited in purpose and scope to the least amount of access and time reasonably required to undertake and complete the stated Purposes herein and does not represent a lease to or create in any interest in the **Premises** or any other property owned by the **Town of Arcadia** or create a partnership, joint venture or any association or relationship between the **Town of Arcadia** and **DEC**.

Dated: August 18, 2026

The Town of Arcadia

Andrew Guglielmi 9/2/2026

New York State
Department of Environmental Conservation