

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

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

Village of Cuba

**ORDER ON CONSENT
and
ADMINISTRATIVE
SETTLEMENT**

Index #B9-0461-94-09

Site #902012

Respondent.

WHEREAS,

1. A. The New York State Department of Environmental Conservation ("Department") is responsible for inactive hazardous waste disposal site remedial programs pursuant to Article 27, Title 13 of the Environmental Conservation Law ("ECL") and Part 375 of Title 6 of the Official Compilation of Codes, Rules and Regulations ("6 NYCRR") and may issue orders consistent with the authority granted to the Commissioner by such statute.

B. The Department is 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.

C. This Order is issued pursuant to the Department's authority under, *inter alia*, ECL Article 27, Title 13 and ECL 3-0301, and resolves Respondent's alleged liability to the State as provided at 6 NYCRR 375-1.5(b)(5).

2. A. The Village of Cuba is a New York State municipal corporation with offices at Village Hall, 17 East Main Street, Cuba, New York, and is the owner of the former municipal landfill known as the Cuba Municipal Waste Disposal Site. The Village will hereinafter be referred to as "Respondent." The former landfill is located on Jackson Hill Road in the Village of Cuba, Allegany County (hereinafter the "Site"). Exhibit "A" is a survey of the Site.

B. After completion of remedial construction, sub-surface contamination remains at the Site which requires long-term management and monitoring. Respondent will undertake site management and monitoring activities in accordance with "Village of Cuba Landfill Site, Site Management Plan" August 2011 ("SMP").

C. A Declaration of Covenants and Restrictions was recorded in the Office of the Allegany County Clerk October 11, 2011 to restrict future land use of the Site and to protect the remedy.

3. The Site is currently listed in the *Registry of Inactive Hazardous Waste Disposal Sites in New York State* as Site Number 902012 with a Classification "4" pursuant to ECL 27-1305.

4. Respondent consents to the issuance of this Order without (i) an admission or finding of liability, responsibility, 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.

5. Solely with regard to the matters set forth below, Respondent hereby waives any right to a hearing as may be provided by law, consents to the issuance and entry of this Order, and agrees to be bound by its terms. Respondent consents to and agrees not to contest the authority or jurisdiction of the Department to issue or enforce this Order, and agrees not to contest the validity of this Order or its terms.

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

I. Implementation of Site Management and Payments

Respondent shall fulfill the following obligations:

A. implementation of the SMP commencing five (5) days after the effective date of this Order, including periodic groundwater monitoring, maintenance of the cover system and access roads, and periodic inspection and reporting; Respondent shall assume site management activities in accordance with the regularly scheduled site management tasks specified in the SMP,

B. continued compliance with the SMP and any revisions, and with the Declaration of Covenants and Restrictions,

C. i. commencing July 1, 2014, and due annually on the same date thereafter through the completion of Site Management, payment of the amount of \$500.00 to the Department in settlement of the Department annual costs associated with future State oversight of the management and monitoring of the Site,

ii. Payments should be made payable to the Department of Environmental Conservation and shall be sent to:

Bureau of Program Management
Division of Environmental Remediation

New York State Department of Environmental Conservation
625 Broadway
Albany, New York 12233-7010,

D. authorization of access to the Property by the Department or the Relevant Agency.

II. Release and Covenant Not to Sue

In consideration of and conditioned upon Respondent's continued fulfillment of the obligations in Section I above, the Department hereby releases Respondent from payment of costs associated with the Site incurred by the Department, and the Department hereby releases and covenants not to sue for each and every claim, demand, remedy or action whatsoever against Respondent and its employees, agents, servants, successors and assigns (except successors and assigns who are otherwise responsible under law for development and implementation of a remedial program at the Site), and their respective secured creditors, which the Department has or may have pursuant to Article 27, Title 13 of the ECL or pursuant to any other provision of State or Federal statutory or common law, including but not limited to CERCLA § 107(a), 42 U.S.C. § 9607(a), involving or relating to investigative or remedial activities 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 covenant not to sue shall not extend to any further investigation or remediation the Department deems necessary due to newly discovered environmental conditions or information related to the disposal of hazardous wastes at the Site which indicate that the Remedial Program is not protective of public health and/ or the environment, or due to failure to implement the provisions of this Order on Consent and Administrative Settlement to the Department's satisfaction.

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 (i) Respondent may have against anyone other than the Department, including but not limited to rights of contribution under section 113(f)(3)(B) of CERCLA, 42 U.S.C. §9613(f)(3)(B), and (ii) the Department may have against anyone other than the Respondent and its employees, agents, servants, successors and assigns, and their respective secured creditors.

This release and covenant not to sue shall be null and void in the event of the failure to materially comply with any provision of this Order on Consent and Administrative Settlement.

III. Penalties

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.

IV. Entry upon Site

Respondent 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, implementing the Site's remedial program and any other activities necessary to ensure Respondent's compliance with this Order.

V. Reservation of Rights

A. Except as to Respondent, 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.

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, responsibility, 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).

VI. Public Notice

A. Within thirty (30) Days after the effective date of this Order, Respondent shall provide notice as required by 6 NYCRR 375-1.5(a). Within sixty (60) Days of such filing, Respondent shall provide the Department with a copy of such instrument certified by the recording officer to be a true and faithful copy.

B. If Respondent proposes to transfer by sale or lease the whole or any part of Respondent's interest in the Site, or becomes aware of such transfer, Respondent shall, not fewer than forty-five (45) Days before the date of transfer, or within forty-five (45) Days after becoming

aware of such conveyance, notify the Department in writing of the identity of the transferee and of the nature and proposed or actual date of the conveyance, and shall notify the transferee in writing, with a copy to the Department, of the applicability of this Order. However, such obligation shall not extend to a conveyance by means of a corporate reorganization or merger or the granting of any rights under any mortgage, deed, trust, assignment, judgment, lien, pledge, security agreement, lease, or any other right accruing to a person not affiliated with Respondent to secure the repayment of money or the performance of a duty or obligation.

VII. 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:

Martin Doster
Division of Environmental Remediation
New York State Department of Environmental Conservation
270 Michigan Avenue
Buffalo, New York 14203
716-851-7220
mldoster@gw.dec.state.ny.us

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

Mayor, Village of Cuba
Village Hall
17 East Main Street
Cuba, New York 14727

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

VIII. Dispute Resolution

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).

IX. Miscellaneous

A. 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.

B. 1. The terms of this Order shall constitute the complete and entire agreement between the Department and Respondent. 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. 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 address listed in Subparagraph VII.A.1.

ii. 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.

C. Respondent shall be entitled to receive contribution protection and/or to seek contribution to the extent authorized by ECL 27-1421(6) and 6 NYCRR 375-1.5(b)(5).

D. 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.

E. 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.

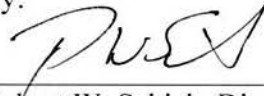
F. Respondent and Respondent's successors and assigns shall be bound by this Order. Any change in ownership or corporate status of Respondent shall in no way alter Respondent's responsibilities under this Order.

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

DATED: Albany, New York
~~MAY 22~~_____, 2014

JOSEPH J. MARTENS
COMMISSIONER
NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:



Robert W. Schick, Director
Division of Environmental Remediation

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.

Village of Cuba

By: Thomas Taylor

Title: Mayor

Date: 5/12/14

STATE OF NEW YORK)

) ss:

COUNTY OF)

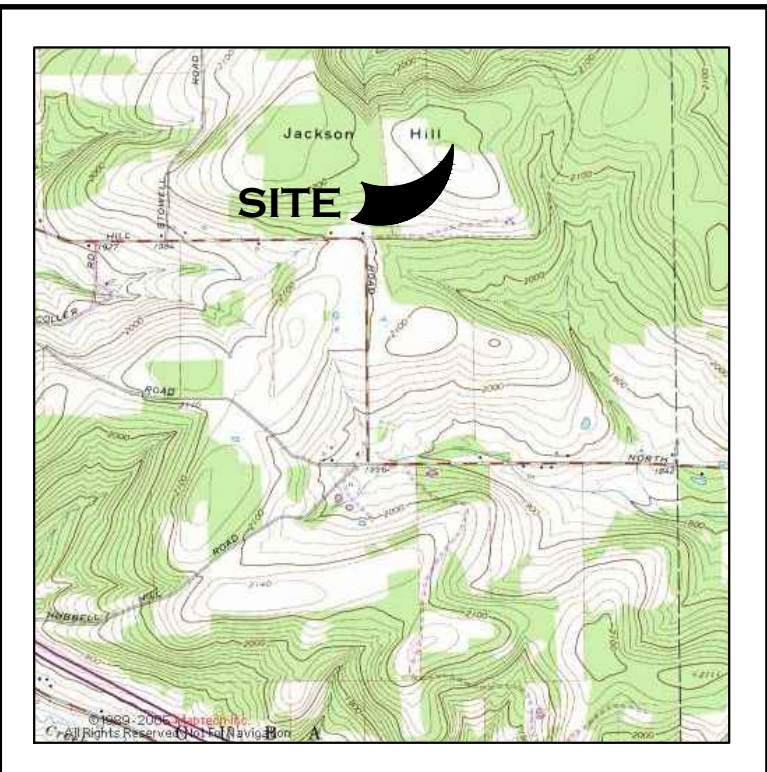
On the 12th day of MAY, in the year 2014, before me, the undersigned, personally appeared THOMAS TAYLOR, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they 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.

Diane Wilson
Signature and Office of individual
taking acknowledgment

EXHIBIT "A"

Survey of Site

APPENDIX "B"
LANDS SUBJECT TO DECLARATION OF COVENANT AND RESTRICTIONS
(TOWN OF CUBA TAX MAP PARCEL NOS. 155.00-1-7 AND 155.00-1-6.15)



VICINITY MAP
(NTS)

REFERENCES:

DEEDS:
L739, PG.39; L40, PG.428; L740, PG.119;
L426, PG.37; L740 PG.121; L567, PG.410;
L817 PG.40; L573, PG.45; L1008 PG.203;
L710, PG.117

MAPS:
MAP BY D. MICHAEL CANADA DATED FEBRUARY 3, 1981 AND ENTITLED "MAP OF PARCELS ALONG JACKSON HILL RD."; FILED IN L.817 OF DEEDS AT PG.42.

MAP BY SENECA DESIGN P.C. DATED JULY 27, 1995 AND ENTITLED "CUBA LANDFILL BOUNDARY AND TOPOGRAPHIC SURVEY", DWG. NO.95106 SU 1.

MAP BY YEC, INC. DATED AUGUST 2001 AND ENTITLED "CUBA LANDFILL SURVEY", JOB NO.A0133

TAX MAPS: SECTION 155.00; SECTION 168.00

AUTOCAD FILE CUBA LF FINAL AS-BUILT 6823088.DWG, SUPPLIED BY THE N.Y.S.D.E.C.

POPULI DESIGN GROUP, MONITORING WELLS LOCATION, DECEMBER 2101.

NOTES

1. PER LIEB 573 P. 45, DA CLEGHORN BARBER, HER HEIRS AND ASSIGNS, HAVE THE RIGHT TO USE THE EAST WEST DRIVEWAY RUNNING ACROSS THE SOUTHERLY PART OF THE 25 ACRE PARCEL FOR THE USE AND ACCESS TO OTHER FORMER CLEGHORN PREMISES.
2. PERMETER DRAIN (PD) SHOWN BASED ON PLAN INFORMATION, ONLY INVERTS SHOT WERE FROM FIELD LOCATION BASED UPON "AS-BUILT" MAP PROVIDED BY THE N.Y.S.D.E.C.
3. HORIZONTAL CONTROL: NORTH AS SHOWN ON THIS MAP IS REFERENCE TO NAD 83/COG 863, NEW YORK STATE PLANE COORDINATE SYSTEM (3103 WEST)
4. VERTICAL CONTROL: ELEVATIONS AS SHOWN ON THIS MAP ARE BASED ON NAVD 1989 SOURCE BENCHMARK PBM #1 RAIL ROAD SPIKE IN NW FACE OF 12" TREE ELEVATION = 2102.74. (TAKEN FROM CONSTRUCTION DRAWING) AT THE INTERSECTION OF SNOW ROAD AND JACKSON HILL ROAD.
5. CONTOUR INTERVAL IS ONE FOOT, INDEX CONTOUR IS FIVE FEET.
6. PER ORIGINAL SURVEY BY SENECA DESIGN PC, DEEP SNOW ROAD IS AN UNPAVED ROAD, THE CENTERLINE WAS COMPUTED FROM LOCATION OF THE TRAVELED WAY/LONGTIME RESIDENTS DICK NAPIER, VILLAGE OF CUBA PUBLIC WORKS SUPERINTENDENT, AND DAINE WILSON, VILLAGE OF CUBA CLERK, DO NOT RECOLLECT THE ROAD BEING IN OTHER THAN ITS PRESENT LOCATION.

CERTIFICATION

TO NEW YORK STATE DEPARTMENT OF CONSERVATION AND CHICAGO TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 4, 5, 8, 9, 13, 14, 16, 18, OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 06/30/2011.

DATE OF PLAT OR MAP: 06/30/2011

GREGG WITLUFF, PLS
REGISTRATION NO.050193

THE ENGINEERING AND INSTITUTIONAL CONTROLS FOR THIS DEED RESTRICTIONS ARE SET FORTH IN THE SITE MANAGEMENT PLAN (SMP). A COPY OF THE SMP MUST BE OBTAINED BY ANY PARTY WITH AN INTEREST IN THE PROPERTY. THE SMP CAN BE OBTAINED FROM NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION, DIVISION OF ENVIRONMENTAL REMEDIATION, SITE CONTROL SECTION, 625 BROADWAY, ALBANY, NEW YORK 12223 OR AT derweb@gw.dec.state.ny.us.

DEED RESTRICTIONS
DESCRIPTION-PARCEL "A"
SITE NO.902012

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF CUBA, COUNTY OF ALLEGANY AND STATE OF NEW YORK, BEING PART OF LOT 7, TOWNSHIP 3 AND RANGE 2 OF THE HOLLAND LAND COMPANY'S SURVEY, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN WITH AN ALUMINUM CAP ON THE WEST LINE OF LOT 7 DISTANT 522.96 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 7 SAID POINT BEING THE SOUTHWEST CORNER OF LANDS CONVEYED TO THE CUBA VILLAGE, AS RECORDED IN THE ALLEGANY COUNTY CLERK'S OFFICE UNDER LIEB 740 OF DEEDS AT PAGE 117; THENCE N.010615°W. ALONG THE WESTERLY LINE OF SAID LOT 7, A DISTANCE OF 550.00 FEET TO THE CUBA VILLAGE; THENCE S.89°42'19"W. ALONG THE WESTERLY LINE OF SAID LANDS CONVEYED TO THE CUBA VILLAGE A DISTANCE OF 550.00 FEET TO AN ALUMINUM CAP ON THE NORTHWEST CORNER OF SAID LANDS CONVEYED TO THE CUBA VILLAGE; THENCE S.89°42'19"W. ALONG THE NORTHERLY LINE OF SAID LANDS CONVEYED TO THE CUBA VILLAGE A DISTANCE OF 1988.42 FEET TO AN ALUMINUM CAP ON THE NORTHEAST CORNER OF SAID LANDS CONVEYED TO THE CUBA VILLAGE; THENCE S.010736°E. ALONG THE EASTERLY LINE OF SAID LANDS CONVEYED TO THE CUBA VILLAGE A DISTANCE OF 550.00 FEET TO AN IRON PIN WITH AN ALUMINUM CAP ON THE SOUTHEAST CORNER OF SAID LANDS CONVEYED TO THE CUBA VILLAGE; THENCE N.89°42'19"W. ALONG THE SOUTHERLY LINE OF LOT(S) 7 & 15 AND THE SOUTHERLY LINE OF SAID LANDS CONVEYED TO THE CUBA VILLAGE A DISTANCE OF 1988.19 FEET TO THE POINT OF BEGINNING, CONTAINING 24.844 ACRES MORE OR LESS.

EXCEPTING AND RESERVING TO SAID GRANTOR, ANY RIGHT-OF WAYS, AND EASEMENTS OF RECORD

DEED RESTRICTIONS
DESCRIPTION-PARCEL "A"
SITE NO.902012

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF CUBA, COUNTY OF ALLEGANY AND STATE OF NEW YORK, BEING PART OF LOT(S) 7 & 15, TOWNSHIP 3 AND RANGE 2 OF THE HOLLAND LAND COMPANY'S SURVEY, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN WITH AN ALUMINUM CAP ON THE SOUTH LINE OF LOT 15 DISTANT 522.96 FEET EAST OF THE WESTERLY LINE OF LANDS NOW OR FORMERLY CONVEYED TO OLIVER N. CLEGHORN AS RECORDED IN THE ALLEGANY COUNTY CLERK'S OFFICE UNDER LIEB 426 OF DEEDS AT PAGE 37, SAID POINT BEING THE SOUTHWEST CORNER OF LANDS CONVEYED TO THE CUBA VILLAGE, AS RECORDED IN THE ALLEGANY COUNTY CLERK'S OFFICE UNDER LIEB 573 OF DEEDS AT PAGE 45; THENCE N.010615°W. ALONG THE WESTERLY LINE OF SAID LANDS CONVEYED TO THE CUBA VILLAGE A DISTANCE OF 550.00 FEET TO AN ALUMINUM CAP ON THE NORTHWEST CORNER OF SAID LANDS CONVEYED TO THE CUBA VILLAGE; THENCE S.89°42'19"W. ALONG THE NORTHERLY LINE OF SAID LANDS CONVEYED TO THE CUBA VILLAGE A DISTANCE OF 1988.42 FEET TO AN ALUMINUM CAP ON THE NORTHEAST CORNER OF SAID LANDS CONVEYED TO THE CUBA VILLAGE; THENCE S.010736°E. ALONG THE EASTERLY LINE OF SAID LANDS CONVEYED TO THE CUBA VILLAGE A DISTANCE OF 550.00 FEET TO AN IRON PIN WITH AN ALUMINUM CAP ON THE SOUTHEAST CORNER OF SAID LANDS CONVEYED TO THE CUBA VILLAGE; THENCE N.89°42'19"W. ALONG THE SOUTHERLY LINE OF LOT(S) 7 & 15 AND THE SOUTHERLY LINE OF SAID LANDS CONVEYED TO THE CUBA VILLAGE A DISTANCE OF 1988.19 FEET TO THE POINT OF BEGINNING, CONTAINING 24.844 ACRES MORE OR LESS.

SUBJECT TO RIGHT-OF-WAY TO BE USED IN COMMON WITH THE CUBA VILLAGE, ITS SUCCESSORS AND ASSIGNS AND WITH GRANTOR AND HER HEIRS, EXECUTORS AND ASSIGNS, FROM THE PUBLIC HIGHWAY SITUATE WESTERLY OF THE PREMISES HEREBY CONVEYED AND BEING 33 FEET IN WIDTH AND RUNNING ALONG THE SOUTH BOUNDARY OF LOT 15 FROM SAID HIGHWAY TO SAID 24.844 ACRE PARCEL HEREBY CONVEYED FOR ALL PURPOSES OF INGRESS AND EGRESS TO AND FROM SAID 24.844 ACRE PARCEL.

EXCEPTING AND RESERVING UNTO SAID GRANTOR, HER HEIRS AND ASSIGNS, THE RIGHT TO USE THE DRIVEWAY RUNNING GENERALLY EAST AND WEST ACROSS THE SOUTH PART OF THE SAID 24.844 ACRE PARCEL, SAID RIGHT TO USE SUCH DRIVEWAY TO BE IN COMMON WITH THE SAID CUBA VILLAGE, ITS SUCCESSORS AND ASSIGNS, AND TO BE FOR GRANTOR, HER HEIRS AND ASSIGNS, FOR USE AND ACCESS TO OTHER FORMER CLEGHORN PREMISES AROUND SAID 24.844 ACRE PARCEL.

DESIGNED BY:
DRAWN BY: GCW
CHECKED BY:
DATE: 06/30/2011

WARNING:
ALTERING THIS DOCUMENT IS IN VIOLATION OF THE LAW EXCEPTING AS PROVIDED IN SECTION 1708, PART 2 OF THE NEW YORK STATE EDUCATION LAW. © COPYRIGHT 2010 WM. SCHUTT & ASSOCIATES P.C.

TOWN OF CUBA
COUNTY OF ALLEGANY, STATE OF NEW YORK
PART OF LOT(S) 7 & 15, TOWNSHIP 3, RANGE 2
HOLLAND LAND COMPANY'S SURVEY

JACKSON HILL ROAD
ALTA/ACSM LAND TITLE SURVEY

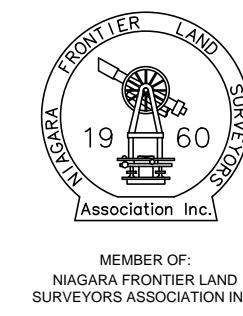
WM SCHUTT
ASSOCIATES

37 CENTRAL AVE.
LANCASTER, NY 14086-2143
PH. 716-683-5961
FAX 716-683-0169
WWW.WMSCHUTT.COM

BS-1

DRAWING SCALE 1"=100'
SURVEY FILE: E/1126-01
WSA PROJECT NO. 11126

DRAWING REVISIONS		
ITEM	DATE	DESCRIPTION
1	08/25/2011	ADDED MONITORING WELLS 11,12 & 13



CUBA MUNICIPAL WASTE DISPOSAL SITE
NYSDEC SITE CODE 902012

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN UP-TO-DATE ABSTRACT OF TITLE AND IS SUBJECT TO ANY STATE OF FACTS THAT MAY BE REVEALED BY AN EXAMINATION OF SUCH.

0 100 200 300 400
SCALE: 1"=100'
GRAPHIC SCALE IN FEET