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174 WEST STREET

WATFIELD, MA 01035
UNITED STATES US

SHIP DATE: 12MAY24
ACTWGT: 1.00 LB
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BILL: RECIPIENT

TO CHERYL SALEM
NYSDEC CO
625 BROADWAY
14TH FLOOR - OGC
ALBANY NY 12233

58344C4589AE3

(518) 402-8599
INV:
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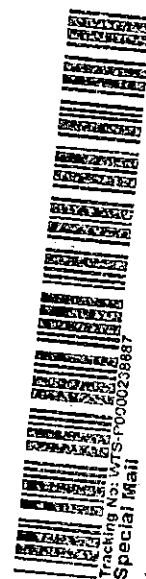
WED - 22 MAY 5:00P
EXPRESS SAVER

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Tracking # 776446380701

Dept LEGAL/GENERAL COUNSEL
Floor 6TH

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Package returned to NYSDEC by FedEx

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SHIP DATE: 09MAY24

CHEYL SALEM
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626 BROADWAY
14TH FLOOR - OGC
ALBANY, NY 12233
UNITED STATES US

ACTWGT: 1.00 LB
CAD: 25595370/INET4535

BILL SENDER

TO DANNY HARTMENT, PE, ENV ENG MGR

PO BOX 91

SUNDERLAND MA 01375

(518) 402-9495

REF: WT TERMINAL OSWEGO LLC

PO: C738QQA

DEPT: 1500

583J3/C137/9AE3



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TRK# 7763 1001 9700
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FRI - 10 MAY 5:00P
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AMENDMENT TO SITE ACCESS AGREEMENT

This **AMENDMENT TO SITE ACCESS AGREEMENT** (this "Amendment") is made effective this 26 day of April, 2024 by and between WT Terminal Oswego LLC ("WT"), having an address of 1 W. Van Buren Street, Oswego, NY 13126, c/o Danny Hartman, PE, Environmental Engineering Manager, P.O. Box 91, Sunderland, MA 01375, and the New York Department of Environmental Conservation ("NYDEC"), having an address at 625 Broadway, Albany, NY 12233.

RECITALS

WHEREAS, on September 6, 2022, WT and NYDEC entered into that certain Site Access Agreement (the "Existing Agreement"), pursuant to which WT granted to NYDEC access to the Site, as more particularly set forth in the Existing Agreement; and

WHEREAS, WT and NYDEC desire to extend the term of the Existing Agreement as hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree that the Existing Agreement shall be amended in accordance with the terms and conditions set forth below.

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated in this Amendment and made a part hereof by this reference.

2. **Definitions.** All capitalized terms not defined in this Amendment shall have the respective meanings ascribed to them in the Existing Agreement. In the event of a conflict between the provisions of the Existing Agreement and the provisions of this Amendment, the provisions of this Amendment shall control, and all other provisions of the Existing Agreement shall remain in full force and effect. The Existing Agreement, as amended by this Amendment, shall hereinafter be referred to as the "Agreement."

3. **Extension of Term.** The Existing Agreement is hereby amended to reflect that the term thereof set forth in Section 4 of the Existing Agreement shall be extended beyond December 31, 2023 until June 30, 2024.

4. **Ratification of Existing Agreement; Effect of Amendment.** The Existing Agreement, as amended by this Amendment, is hereby ratified and confirmed, and each and every provision, covenant, condition, obligation, right and power contained in and under, or existing in connection with, the Existing Agreement, as amended by this Amendment, shall continue in full force and effect. This Amendment is not intended to, and shall not be construed to, effect a novation, and, except as expressly provided in this Amendment, the Existing Agreement has not been modified, amended, canceled, terminated, surrendered, superseded or otherwise rendered of no force and effect. WT and NYDEC each acknowledge and agree that the Existing Agreement, as amended by

this Amendment, is enforceable against them in accordance with its terms. The Existing Agreement and this Amendment shall be construed together as a single instrument.

5. **Successors and Assigns.** This Amendment shall bind and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

6. **Counterparts; Digital Image.** This Amendment may be executed in a number of identical counterparts, each of which for all purposes shall be deemed to be an original, and all of which shall collectively constitute but one agreement, fully binding upon, and enforceable against, the parties hereto. Execution and delivery of this Amendment by DocuSign or portable document format ("**PDF**") shall constitute a valid and binding execution and delivery of this Amendment by such party. Such PDF copies or DocuSign documents shall constitute enforceable original documents.

7. **Effectiveness.** The terms of this Amendment will become effective only when this Amendment is fully executed and delivered between the parties.

[Remainder of page intentionally left blank; signatures on following page]

IN WITNESS WHEREOF, WT TERMINAL OSWEGO, LLC and NEW YORK
DEPARTMENT OF ENVIRONMENTAL CONSERVATION hereto have executed this
Amendment:

WT Terminal Oswego, LLC

BY: 

Name:

Title: Daniel Hartman, PE
Environmental Engineering Manager

New York Department of Environmental Conservation

BY: 

Name: Andrew Guglielmi

Title: Director, Division of Environmental Remediation

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Office of General Counsel

625 Broadway, 14th Floor, Albany, New York 12233-1500

P: (518) 402-9185 | F: (518) 402-9018

www.dec.ny.gov

Received

MAY 20 2024

NYSDEC OGC

May 9, 2024

WT Terminal Oswego LLC
c/o Danny Hartman, PE
Environmental Engineering Manager
PO Box 91
Sunderland, MA 01375

RE: Amendment to Site Access Agreement
Site Name: Harbor View Square Off-Site
Site No.: C738040A

Dear Mr. Hartman,

Enclosed for your records is the executed Amendment to Site Access Agreement between the New York State Department of Conservation and WT Terminal Oswego, LLC regarding the Harbor View Square Off-Site, Site No. C738040A.

Please contact Attorney Kyle Pero at kyle.pero@dec.ny.gov with any questions regarding this agreement.

Sincerely,



Cheryl A. Salem
Legal Assistant II
Remediation Bureau

CC: K. Pero, OGC



Department of
Environmental
Conservation