UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 2

IN THE MATTER OF: Hudson Falls Powerhouse and the Allen Mill Site Hudson Falls, New York Niagara Mohawk Power Corporation and General Electric Company, Respondents Proceeding Under Sections 104, 106(a), 107, and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9604, 9606(a), 9607, and 9622.	Index Number CERCLA-02-2022-2016

ADMINISTRATIVE SETTLEMENT AGREEMENT AND ORDER ON CONSENT FOR REMOVAL ACTION

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I. JURISDICTION AND GENERAL PROVISIONS

1. This Administrative Settlement Agreement and Order on Consent ("Settlement Agreement") is entered into voluntarily by the United States Environmental Protection Agency ("EPA") and Niagara Mohawk Power Corporation ("NMPC") and General Electric Company ("GE") (collectively, "Respondents"). This Settlement Agreement provides for the performance of a removal action by Respondents and the payment of certain response costs incurred by the United States at or in connection with the potential PCB impacts that may occur during Deconstruction activities at the Hudson Falls Powerhouse and Allen Mill Site ("Site") in Hudson Falls, New York.

2. This Settlement Agreement is issued under the authority vested in the President of the United States by Sections 104, 106(a), 107, and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9604, 9606(a), 9607, and 9622 ("CERCLA"). This authority was delegated to the Administrator of EPA on January 23, 1987, by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987), and further delegated to Regional Administrators. This authority was further redelegated by Region 2 Redelegation R-1200 to the Director of the Superfund and Emergency Management Division (this Division was formerly the Emergency and Remedial Response Division).

3. EPA has notified the State of New York of issuance of this Settlement Agreement pursuant to Section 106(a) of CERCLA, 42 U.S.C. §9606(a).

4. EPA and Respondents recognize that this Settlement Agreement has been negotiated in good faith and that the actions undertaken by Respondents in accordance with this Settlement Agreement do not constitute an admission of any liability. Respondents do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement, the validity of the findings of facts, conclusions of law, and determinations in Section IV (EPA's Findings of Fact) and V (EPA's Conclusions of Law and Determinations) of this Settlement Agreement. Respondents agree to comply with and be bound by the terms of this Settlement Agreement and further agree that they will not contest the basis or validity of this Settlement Agreement or its terms.

II. PARTIES BOUND

5. This Settlement Agreement is binding upon EPA and upon Respondents and their successors and assigns. Any change in Respondents' ownership or corporate status including any transfer of assets or real or personal property shall not alter Respondents' responsibilities under this Settlement Agreement.

6. Respondents are jointly and severally liable for carrying out all activities required by this Settlement Agreement at the Site. In the event of the insolvency or other failure of any Respondent to implement the requirements of this Settlement Agreement, the remaining Respondent shall complete all such requirements.

7. GE has ongoing obligations in separate agreements with NYSDEC in the 1997 and 2005 Orders on Consent related to the GE Hudson Falls Facility and with EPA in the 2006

Consent Decree related to the Hudson River PCBs Superfund site. NMPC is currently not a party to those agreements and is not made a party by operation of this Settlement Agreement.

8. Respondents' undersigned representatives certify that the signatories are fully authorized to enter into the terms and conditions of this Settlement Agreement and to execute and legally bind Respondents to this Settlement Agreement.

9. Respondents shall provide a copy of this Settlement Agreement to each contractor hired to perform the Work required under this Settlement Agreement and to each person representing Respondents with respect to the Site or the Work, and they shall condition all contracts entered into under this Settlement Agreement upon performance of the Work in conformity with the terms of this Settlement Agreement. Respondents or their contractors shall provide written notice of the Settlement Agreement to all subcontractors hired to perform any portion of the Work required under this Settlement Agreement. Respondents shall nonetheless be responsible for ensuring that their contractors and subcontractors perform the Work in accordance with the terms of this Settlement Agreement.

III. DEFINITIONS

10. Unless otherwise expressly provided in this Settlement Agreement, terms used in this Settlement Agreement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Settlement Agreement or its attached appendix, the following definitions shall apply:

"Affected Property" shall mean all real property at the Site, including building structures and fixtures, and any other real property where EPA determines, at any time, that access to, or land, water, or other resource use restrictions are needed to implement the removal action, including, but not limited to the parcels identified on Washington County Tax Maps as parcel numbers 154.17-1-53 and 154.9-1-3.1. These parcels contain two primary structures, a former powerhouse structure (the "Powerhouse") and a former mill structure that includes a system of raceways and tunnels carved into the bedrock (collectively, the "Allen Mill").

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§9601-9675.

"Day" shall mean a calendar day. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, or federal or State holiday, the period shall run until the close of business of the next working day.

"Deconstruction" shall mean the portion of the removal action at the Site that includes the dismantling of the Powerhouse and Allen Mill structures as detailed in the RADs for the Powerhouse and the Allen Mill.

"Effective Date" shall mean the effective date of this Settlement Agreement as provided in Section XXIX.

"EPA" shall mean the United States Environmental Protection Agency and its successor departments, agencies, or instrumentalities.

"EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. §9507.

"Future Response Costs" shall mean all costs not inconsistent with the National Contingency Plan, including direct and indirect costs, that the United States incurs after the Effective Date of this Settlement Agreement in reviewing or developing deliverables submitted pursuant to this Settlement Agreement, in overseeing implementation of the Work, or otherwise implementing, overseeing, or enforcing this Settlement Agreement, including payroll costs, contractor costs, travel costs, laboratory costs, the costs incurred pursuant to Section IIX (Property Requirements) (including cost of attorney time and any monies paid to secure or enforce access including the amount of just compensation), Section XIIIIII (Emergency Response and Notification of Releases), Paragraph 87 (Work Takeover), Paragraph 109 (Access to Financial Assurance), community involvement, Section XV (Dispute Resolution), and all litigation costs. Future Response Costs shall also include all Interim Response Costs, and all Interest on those Past Response Costs Respondents have agreed to pay that has accrued pursuant to 42 U.S.C. § 9607(a) during the period from March 31, 2022 to the Effective Date.

"GE Hudson Falls Facility" shall mean the facility GE owns and operated for the manufacturing of capacitors on the east shore of the Hudson River along Sumpter Street and Allen Street in the Village of Hudson Falls, Town of Kingsbury, Washington County, New York. The GE Hudson Falls Facility is a NYSDEC inactive hazardous waste site (Site No. 5-58-013) where the presence of PCBs, and their migration to nearby properties, has been documented. The GE Hudson Falls Facility is made up of several parcels including a 12.92 acre parcel of land, Washington County Tax Map ID number 154.17-1-52, adjacent to the Affected Property.

"Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with Section 107(a) of CERCLA, 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year. Rates are available online at https://www.epa.gov/superfund/superfund-interest-rates.

"Interim Response Costs" shall mean all costs, including but not limited to direct and indirect costs (a) paid by the United States in connection with this Settlement Agreement and the Work to be performed by Respondents at the Site pursuant to this Settlement Agreement between April 1, 2022 and the Effective Date, or (b) incurred prior to the Effective Date, but paid after that date.

"National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

"NYSDEC" shall mean the New York State Department of Environmental Conservation and any successor departments or agencies of the State.

"Paragraph" shall mean a portion of this Settlement Agreement identified by an Arabic numeral or an upper- or lower- case letter.

"Party" or "Parties" shall mean EPA or Respondents or EPA and Respondents, respectively.

"Past Response Costs" shall mean all costs not inconsistent with the National Contingency Plan, including direct and indirect costs, that the United States incurred up to and including March 31, 2022 associated with this Settlement Agreement and the Work to be performed by Respondents at the Site pursuant to this Settlement Agreement plus Interest on all such costs through such date.

"Post-Removal Site Control" shall mean action necessary to ensure the effectiveness and integrity of the removal action to be performed pursuant to this Settlement Agreement consistent with Section 300.415(l) and 300.5 of the NCP and "Policy on Management of Post-Removal Site Control" (OSWER Directive No. 9360.2-02, Dec. 3, 1990).

"RCRA" shall mean the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6992.

"Respondents" shall mean Niagara Mohawk Power Corporation ("NMPC") and the General Electric Company ("GE").

"Section" shall mean a portion of this Settlement Agreement identified by a Roman numeral.

"Settlement Agreement" shall mean this Administrative Settlement Agreement and Order on Consent and the appendix attached hereto (listed in Section XXVIIIVIII (Integration/Appendix)). In the event of conflict between this Settlement Agreement and the appendix, this Settlement Agreement shall control.

"Site" shall mean the Powerhouse and the Allen Mill Site in Hudson Falls, NY as generally depicted in Appendix A.

"State" shall mean the State of New York.

"United States" shall mean the United States of America and each department, agency, and instrumentality of the United States, including EPA.

"Waste Material" shall mean (a) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (b) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (c) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27), (d) any "hazardous waste" which appears on the list or satisfies the characteristics promulgated pursuant to New York State Environmental Conservation Law

("ECL") Section 27-0903; and (e) any "hazardous substance" which appears on the list promulgated pursuant to ECL 37-0103.

"Work" shall mean all activities and obligations Respondents are required to perform under this Settlement Agreement, except those required under Section XI (Record Retention).

IV. EPA'S FINDINGS OF FACT

11. GE is a New York corporation with corporate offices located at 41 Farnsworth Street, Boston, Massachusetts 02210.

12. NMPC is a New York corporation with corporate offices located at 300 Erie Boulevard West, Syracuse, New York 13202.

13. The Site includes the Affected Property in Hudson Falls, New York, which contains two primary structures, the Powerhouse and the Allen Mill.

14. During an approximately 30-year period ending in 1977, manufacturing processes at GE facilities in Fort Edward and Hudson Falls, New York used polychlorinated biphenyls ("PCBs") in the manufacture of electrical capacitors. PCB releases from these facilities caused surface and subsurface contamination at the GE facilities and the Affected Property and were directly discharged and migrated to the Hudson River.

15. As a result of these releases, PCB contamination remains in the subsurface soils, bedrock, and groundwater at the GE Hudson Falls Facility and the Affected Property which may be disturbed during Deconstruction activities at the Site.

16. The presence of PCBs, and other Site contamination associated with historic operations, including volatile organic compounds (VOCs), and their releases from the GE Hudson Falls Facility have been extensively documented, the cleanup of which has been the subject of decades of federal and state response actions. NYDSEC has been the lead agency with respect to response actions at the GE Hudson Falls Facility and certain adjacent properties and EPA has been the lead agency with respect to the PCB remediation of the sediments and floodplain of the Upper Hudson River.

17. In September 1984, EPA placed the Hudson River PCBs Superfund site on the National Priorities List, established pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, and set forth at 40 C.F.R. Part 300, Appendix B. The Hudson River PCBs Superfund site includes the 200-mile stretch from the Village of Hudson Falls to the Battery in New York City.

18. The Allen Mill is a former mill that was constructed in the mid-1800s and borders the GE Hudson Falls Facility. The Allen Mill has a system of raceways and tunnels underneath the building that were carved into the bedrock. The Powerhouse, which is immediately downstream from the Allen Mill, was constructed in 1907 to generate hydroelectric power.

19. In 1991, a wooden gate which had diverted water from flowing into one of the underground tunnels collapsed, leading to a spike in PCB concentrations that were detected at

water sampling stations in the river. From 1993 to 1995, GE, with oversight from NYSDEC, removed approximately 45 tons of PCB-containing oils and sediments from the tunnel. According to NYSDEC's 2004 Record of Decision for the GE Hudson Falls Facility, PCBs remain in substantial quantities in the bedrock underneath and subsurface soils adjacent to and on the Affected Property.

20. Remedial activities performed by GE under NYSDEC oversight between 2015 and 2018 included soil remediation at various locations at the GE Hudson Falls Facility, including the eastern raceway, to achieve the NYSDEC-approved Site Cleanup criteria.

21. The ongoing response actions overseen by NYSDEC and EPA at the GE Hudson Falls Facility and within the river channel and floodplain do not address the potential for encountering remaining PCB contamination during Deconstruction activities at the Affected Property. Due in part to the potential hazards of working in and around the structures on the Affected Property, the extent of PCB contamination around and underneath the buildings, the presence of asbestos and other possible contaminants associated with the NMPC buildings, and the possible pathway of migration of contamination to the river, have not been fully delineated.

22. In 2020, NMPC performed a condition assessment of the Powerhouse and Allen Mill using drones for aerial footage. The footage revealed that the building structures were unsafe and in danger of collapse. Following this assessment, the buildings were condemned and NMPC determined that the buildings should be demolished.

23. Respondents have already initiated design and planning activities for the Deconstruction of the Powerhouse and the Allen Mill. The draft documents submitted to EPA by Respondents will need to be amended in order to satisfy the requirements of this Settlement Agreement. EPA anticipates that further discussions with Respondents will occur so that the information already presented can be utilized by Respondents in an efficient manner to satisfy the deliverable requirements in Section VIII (Work to Be Performed).

24. Because of the deteriorating condition of the Powerhouse and Allen Mill structures, NMPC seeks to deconstruct these structures. Without the protective and response measures described in Section VIII (Work to be Performed), Respondents' Deconstruction activities have the potential to cause a release of PCBs and other hazardous substances to the Hudson River.

25. Exposure to PCBs and asbestos has been shown to cause a variety of adverse human health effects. Additional contaminants may also be present on the Affected Property.

V. EPA'S CONCLUSIONS OF LAW AND DETERMINATIONS

26. Based on EPA's Findings of Fact set forth above, EPA has determined that

a. The Site includes a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

b. The contamination at the Site, as identified in EPA's Findings of Fact above, includes "hazardous substances" as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

c. Respondents are "persons" as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

d. Respondents are potentially responsible parties under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

e. The conditions described in EPA's Findings of Fact above constitute an actual and/or threatened "release" of a hazardous substance from a facility as defined by Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

f. EPA has determined that the conditions at the Site described in EPA's Findings of Fact above may constitute an imminent and substantial endangerment to the public health or welfare or the environment because of an actual or threatened release of a hazardous substance from the facility within the meaning of Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

g. The removal action required by this Settlement Agreement is necessary to protect the public health, welfare, or the environment and, if carried out in compliance with the terms of this Settlement Agreement, will be consistent with the NCP, as provided in Section 300.700(c)(3)(ii) of the NCP.

h. EPA has determined that Respondents are qualified to conduct the Work within the meaning of Section 104(a) of CERCLA, 42 U.S.C. § 9604(a), and will carry out the Work properly and promptly, in accordance with Sections 104(a), 106(a), and 122(a) of CERCLA, 42 U.S.C. §§ 9604(a), 9606(a), and 9622(a), if Respondents complies with the terms of this Settlement Agreement.

VI. SETTLEMENT AGREEMENT AND ORDER

27. Based upon EPA's Findings of Fact and Conclusions of Law and Determinations set forth above, it is hereby Ordered and Agreed that Respondents shall comply with all provisions of this Settlement Agreement, including the appendix to this Settlement Agreement and all documents incorporated by reference into this Settlement Agreement.

VII. DESIGNATION OF CONTRACTORS AND PROJECT COORDINATORS

28. Respondents shall retain one or more contractors or subcontractors to perform the Work. Within 14 days of the Effective Date of this Settlement Agreement, Respondents shall notify EPA of the names, titles, addresses, telephone numbers, email addresses, and qualifications of any contractors or subcontractors selected to perform the Removal Action Designs ("RADs") described in Paragraph 34. Respondents shall also notify EPA of the names, titles, contact information, and qualifications of any other contractors or subcontractors retained to perform the Work in Section VIII at least 10 days prior to commencement of such Work. EPA retains the right to disapprove of any or all of the contractors and/or subcontractors retained by

Respondents. If EPA disapproves of a selected contractor or subcontractor, Respondents shall retain a different contractor or subcontractor and shall notify EPA of that contractor's or subcontractor's name, title, contact information, and qualifications within 14 days after EPA's disapproval. With respect to any proposed contractor, Respondents shall demonstrate that the proposed contractor demonstrates compliance with ASQ/ANSI E4:2014 "Quality management systems for environmental information and technology programs – Requirements with guidance for use" (American Society for Quality, February 2014), by submitting a copy of the proposed contractor's Quality Management Plan (QMP). The QMP should be prepared in accordance with "EPA Requirements for Quality Management Plans (QA/R-2)" (EPA/240/B-01/002, Reissued May 2006) or equivalent documentation as determined by EPA. The qualifications of the persons undertaking the Work for Respondents shall be subject to EPA's review for verification based on objective assessment criteria (e.g., experience, capacity, technical expertise) and that they do not have a conflict of interest with respect to the project.

29. Within seven (7) days of the Effective Date of the Settlement Agreement, Respondents will designate, and EPA will approve, a Project Coordinator who shall be responsible for administration of all actions by Respondents required under this Settlement Agreement. To the greatest extent possible, the Project Coordinator shall be present on Site or readily available during the Work. EPA retains the right to disapprove of a designated Project Coordinator who does not meet the requirements of Paragraph 28. EPA retains the right to disapprove of a designated Project Coordinator. If EPA disapproves of the designated Project Coordinator, Respondents shall retain a different Project Coordinator and shall notify EPA of that person's name, title, contact information, and qualifications within 14 days following EPA's disapproval. Notice or communication relating to this Settlement Agreement from EPA to Respondents' Project Coordinator shall constitute notice or communication to Respondents.

30. EPA has designated the following individuals as its Project Coordinators for the Site:

Gary Klawinski
Klawinski.gary@epa.gov
U.S. EPA Region 2
Superfund and Emergency Management Division
Hudson River Office
187 Wolf Rd
Albany, NY 12205
518-407-0400 (Office)
518-514-8571 (Cell)

and

David Rosoff
rosoff.david@epa.gov
U.S. Environmental Protection Agency
Superfund and Emergency Management Division
Removal Action Branch
2890 Woodbridge Avenue, MS-211, Building 205

Edison, NJ 08837
908-420-4465.

EPA will notify Respondents of a change of its designated Project Coordinators. Communications between Respondents and EPA, and all documents concerning the activities performed pursuant to this Settlement Agreement, shall be directed to the EPA Project Coordinators in accordance with Paragraph 39.a. Respondents shall have the right, subject to Paragraph 29 to change their designated Project Coordinator. Respondents shall notify EPA three days before such a change is made. The initial notification by Respondents may be made orally, but shall be promptly followed by a written notice.

31. EPA's Project Coordinators shall have the authority lawfully vested in Remedial Project Managers and On-Scene Coordinators by the NCP. In addition, EPA's Project Coordinators shall have the authority, either individually or jointly, consistent with the NCP, to halt, conduct, or direct any Work required under this Settlement Agreement, or to direct any other response action when that person determines that conditions at the Site constitute an emergency situation or may present an immediate threat to public health or welfare or the environment. Absence of an EPA Project Coordinator from the area under study pursuant to this Settlement Agreement shall not be cause for stoppage or delay of Work.

VIII. WORK TO BE PERFORMED

32. Respondents shall perform, at a minimum, all actions necessary to implement the Work set forth in this Section.

33. The actions to be implemented include the following:

a. Prepare and submit Removal Action Designs (RADs), discussed below, for EPA review and approval that provide the detailed procedure for the safe Deconstruction of the structures on the Allen Mill and Powerhouse properties in Hudson Falls, New York. The Deconstruction of these buildings must be completed in a manner that prevents release of hazardous substances into the environment.

(1) A RAD will initially be prepared to address the Powerhouse, according to the schedule set forth in Paragraph 34.

(2) Development of a RAD for the Allen Mill will follow according to the schedule set forth in Paragraph 34.

b. Prepare and submit Project Operations Plans ("POP") for the Powerhouse and Allen Mill, discussed in Paragraph 35, below, for EPA review and approval, that details the procedures for implementing the Deconstruction of the building in a manner that protects the surrounding environment from the release of hazardous substances.

c. Implement Deconstruction according to the approved RAD and POP for the Powerhouse and Allen Mill. This includes:

(1) Set up of support, laydown, and debris storage areas.

(2) Deconstruction and removal of above-ground structures.

(3) Characterization and identification of Deconstruction debris to determine appropriate off-site disposal.

(4) Monitoring and responses related to the potential occurrence and/or releases of Waste Material during the removal activities including those that may have originated from the GE Hudson Falls Facility.

(5) Offsite transportation and disposal of Deconstruction debris.

(6) Air, surface water, groundwater, soil and sediment monitoring and sampling to ensure that the Deconstruction work does not create a release of hazardous substances to the air or the Hudson River. Of specific concern is the remaining widespread PCB contamination in the subsurface groundwater and bedrock beneath and around the Powerhouse and Allen Mill.

(7) Site stabilization and restoration.

34. Removal Action Design

a. Within 120 days after the selection of the design contractor, in accordance with Paragraph 28, Respondents shall submit to EPA for review and approval a detailed RAD of the Powerhouse Work generally described in Paragraph 34.c., below, in accordance with this Settlement Agreement, CERCLA, the NCP, EPA's relevant guidance documents and other applicable Federal and State laws and regulations.

b. Within 30 days of completion of the Powerhouse Deconstruction and disposal of the Waste Material from the Site, Respondents will submit a schedule for EPA approval that details the RAD work for the Allen Mill, including but not limited to further investigation of the structure, which will inform the schedule for Deconstruction based on the conditions of the structure. Once EPA approves the above schedule, Respondents will submit a detailed RAD of the Allen Mill Work in accordance with the approved schedule, this Settlement Agreement, CERCLA, the NCP, EPA's relevant guidance documents and other applicable Federal and State laws and regulations.

c. The RADs for the Powerhouse and Allen Mill shall each include the following:

(1) A description of the removal action design criteria and objectives for Deconstruction activities;

(2) A summary of Site predesign investigation activities and results;

(3) A description of potentially applicable permitting requirements;

(4) A description of the proposed general approach to contracting, construction, operation, maintenance, and monitoring of the removal action;

(5) A description of environmental monitoring and sampling requirements;

(6) A description of minimum requirements for Site control and security during the removal action;

(7) A description of the overall management strategy for performing the Deconstruction activities, including a proposal for phasing of design and construction;

(8) A schedule for all the activities described in the RAD; and

(9) The following supporting deliverables:

i. A Deconstruction Debris Management Plan, describing requirements for waste material handling, segregation, containerization, off-site transportation and disposal;

ii. A Community Air Monitoring Plan ("CAMP"), describing the air monitoring activities and associated action levels and associated control measures to be implemented based on the results of air monitoring during the removal action. The CAMP shall include a description of engineering procedures to be utilized to limit air impacts to the surrounding community by preventing off-Site migration of PCBs and dust.

iii. An Environmental Sampling Plan that details sampling and monitoring of groundwater and Hudson River water to ensure PCBs or other hazardous substances are not released to the river due to construction activities during the Removal Action.

iv. A complete set of construction drawings and specifications that: (1) are certified by a registered professional engineer, (2) are suitable for procurement, and (3) follow the Construction Specifications Institute's Master Format 2012 for Deconstruction activities;

v. A Storm Water Pollution Prevention Plan (SWPPP) prepared by Respondents that details how stormwater runoff will be managed on-Site during Deconstruction to prevent off-Site migration of contamination through surface water run-off or groundwater discharge.

vi. A Quality Assurance Project Plan ("QAPP") for construction monitoring and control measures to protect the

surrounding environment during the removal action implementation; and

vii. A QAPP for sampling and analysis of any building materials or demolition debris.

d. EPA may approve, disapprove, require revisions to, or modify the draft RADs in whole or in part. If EPA requires revisions, Respondents shall submit a revised draft RAD within 30 days of receiving EPA's notification of the required revisions. Within 15 days after EPA's approval or approval with modifications of each RAD, Respondents shall implement the appropriate RAD as approved in writing by EPA in accordance with the schedule approved by EPA. Once approved, or approved with modifications, the RAD, the schedule, and any subsequent modifications shall be incorporated into and become fully enforceable under the Settlement Agreement. Unless otherwise provided in this Settlement Agreement, any additional deliverables that require EPA approval under the RAD shall be reviewed and approved by EPA in accordance with this Paragraph.

35. **Project Operations Plan ("POP").** Within 90 days of EPA's approval of the RAD for the Powerhouse, Respondents shall submit a POP for the Powerhouse to EPA for review and approval before commencement of the removal activities related thereto. Within 90 days of EPA's approval of the RAD for the Allen Mill, Respondents shall award a contract for the Deconstruction of the Allen Mill. Within 60 days after the award of the contract, Respondents shall submit a POP for the Allen Mill to EPA for review and approval before commencement of the removal activities related thereto. The POPs shall identify staff, contact information and qualifications, permits and notifications required prior to the start of the Work, and shall define in detail procedures the contractor will use to implement the Work outlined in the RADs. The POPs shall provide detailed drawings of on-Site work areas and facilities and updated specific security and transportation/traffic control details and provide any additional details necessary to clarify and/or enhance the Work described in the RADs. The POPs shall each include:

a. A Site Construction Plan that provides a detailed discussion of workflow and process including proper characterization, staging, handling, sampling and analysis, and disposal of all materials containing hazardous substances, pollutants or contaminants at the Site, including, but not limited to, PCBs, and at a minimum, shall address the following:

(1) Plans for mobilization, including set-up of office, laboratory, and decontamination trailers as necessary to properly support field activities under this Settlement Agreement and establishment of work zones including, but not limited to, a support zone, contamination reduction zone, and exclusion zone. Maps must be prepared to depict all work and safety zones, including staging and sampling areas, waste segregation areas, command posts, and decontamination areas, all located from fixed points and plotted to scale.

(2) An updated project schedule for the completion of on-Site activity and all other requirements of this Settlement Agreement.

(3) Procedures for dismantling and/or demolishing the buildings and for the treating, handling and staging of wastes with emphasis on prevention of the release of hazardous substances to the environment, including runoff control, dust control, proper water management and containment, and emissions management.

(4) Plans for providing Site security including, but not limited to, measures to be taken to keep unauthorized personnel from entering restricted work areas and the Site for the duration of the cleanup.

(5) Procedures for decontaminating all equipment and the disposal of generated liquids and solids.

b. A Transportation and Disposal ("T&D") Plan that outlines procedures for the proper transportation, treatment (if necessary) and disposal of all hazardous substances, pollutants and contaminants, hazardous waste, and any solid waste generated during the Work in compliance with EPA's CERCLA Off-Site Rule. The T&D Plan will include the identification of the proposed disposal facilities for all waste streams and include waste profile information, facility acceptance documentation, analytical characterization of each waste stream, and estimated waste stream volumes on EPA's Offsite Rule form. In addition, the T&D Plan will include the following information to be determined and documented by Respondents, which Respondents shall provide to the EPA Project Coordinators prior to shipping any hazardous waste off of the Site:

(1) The valid RCRA transporter and disposal identification numbers for each transporter and disposal company;

(2) The most recent six-month State or EPA regulatory inspection results of each disposal company;

(3) Documentation of the current permit status of proposed disposal facilities;

(4) The date of the most recent State or EPA regulatory inspection, and any special provisions or conditions attached to the RCRA disposal permits as a result of the most recent inspection; and

(5) The names and addresses of all off-Site waste treatment, storage, or disposal facilities selected by Respondents to receive Waste Material from the Site. Respondents shall provide such notification to EPA for approval at least 14 days prior to off-Site shipment of such Wastes. Following the ultimate disposal of Waste Material, Respondents shall provide to EPA valid Certificates of Disposal from the disposal facilities used for all Waste Material shipped off-Site.

(6) After permitted disposal facilities have been identified, all wastes shall be properly manifested and shipped off-site via permitted transporters, and thereafter copies of all final signed manifests, bills of lading and certificates of destruction or disposal will be provided to the EPA Project Coordinators as part

of the final report. If treatment of waste is required, the T&D Plan shall discuss in detail the nature of the treatment, location of treatment and the expected outcome of the treatment processes.

c. A Traffic Control Plan depicting how traffic around the Site will be re-routed, managed, and controlled including trucks utilized for Site work and T&D. This plan shall include the coordination of traffic management with local authorities, including any permits required for the traffic related work.

d. A Health and Safety Plan ("HASP") for personnel implementing the RAD. This plan shall be prepared in accordance with "OSWER Integrated Health and Safety Program Operating Practices for OSWER Field Activities," Pub. 9285.0-OlC (November 2002), available on the NSCEP database at https://www.epa.gov/nscep, and "EPA's Emergency Responder Health and Safety Manual," OSWER Directive 9285.3-12 (July 2005 and updates), available at https://www.epaosc.org/_HealthSafetyManual/manual-index.htm. The plan shall also comply with all currently applicable Occupational Safety and Health Administration ("OSHA") regulations found at 29 C.F.R Part 1926 and 29 C.F.R. Part 1910 and shall include contingency planning in the event of a fire, hurricane, or flood, as well as an evacuation plan. If performance of any subsequent phase of the work required by this Settlement Agreement requires alteration of the HASP, Respondents shall submit any proposed amendments to EPA for review and approval. The HASP, at a minimum, shall address the following:

(1) Delineation of the work zones;

(2) Personnel monitoring requirements, paying particular attention to monitoring specific job functions in compliance with OSHA requirements;

(3) Personal protective equipment requirements and upgrade thresholds based on real time air monitoring.;

(4) Demonstration that all personnel, including subcontractors, have current certification as per applicable OSHA regulations;

(5) Decontamination procedures for personnel and equipment exiting any hot zone;

(6) Provision of Job Safety Analyses for each task related to the Work in this Section, including Deconstruction, water safety, debris management, management of hazardous materials and any other applicable work.

(7) Compliance with OSHA requirements for Health and Safety plans including those related to COVID 19; and

(8) An Emergency Response Plan that includes all plans for major emergencies such as fire, hurricane, flood, and building collapse. The plan shall include response protocols for on-Site personnel, local emergency responders, and the surrounding community, and plans for coordination with local emergency response agencies.

e. EPA may approve, disapprove, require revisions to, or modify the draft POP in whole or in part. If EPA requires revisions, Respondents shall submit a revised draft POP within 30 days of receiving EPA's notification of the required revisions. Within 15 days after EPA's approval or approval with modifications of the POP, Respondents shall commence implementation of the Work as described in the EPA-approved POP in accordance with the schedule included therein. Once approved, or approved with modifications, the POP, the schedule, and any subsequent modifications shall be incorporated into and become fully enforceable under this Settlement Agreement. Unless otherwise provided in this Settlement Agreement, any additional deliverables that require EPA approval under the POP shall be reviewed and approved by EPA in accordance with this Paragraph.

36. Respondents shall conduct the Work required hereunder in accordance with CERCLA, the NCP, and any other guidance documents referenced in this Settlement Agreement, as well as *EPA Region 2's "Clean and Green Policy"* which may be found at http://www.epa.gov/greenercleanups/epa-region-2-clean-and-green-policy. Respondents shall not commence or perform any Work except in conformance with the terms of this Settlement Agreement.

37. For any regulation or guidance referenced in this Settlement Agreement, the reference will be read to include any subsequent modification, amendment, or replacement of such regulation or guidance. Such modifications, amendments, or replacements apply to the Work only after Respondents receive notification from EPA of the modification, amendment, or replacement.

38. At the time of completion of all activities required by this Settlement Agreement, demobilization shall include sampling if deemed necessary by EPA, and proper disposal or decontamination of protective clothing, remaining laboratory samples taken pursuant to this Settlement Agreement, and any equipment or structures constructed to facilitate the cleanup.

39. Submission of Deliverables

a. General Requirements for Deliverables

(1) Except as otherwise provided in this Settlement Agreement, Respondents shall direct all submissions required by this Settlement Agreement to the EPA Project Coordinators identified in Paragraph 30 above. Respondents shall submit all deliverables required by this Settlement Agreement, or any approved work plan to EPA in accordance with the schedule set forth in such plan.

(2) Respondents shall submit all deliverables in electronic form. Technical specifications for sampling and monitoring data and spatial data are addressed in Paragraph 39.b. All other deliverables shall be submitted to EPA in the form specified by the EPA Project Coordinators. If any deliverable includes maps, drawings, or other exhibits that are larger than 8.5 x 11 inches, Respondents shall also provide EPA with paper copies of such exhibits.

b. Technical Specifications for Deliverables

(1) Sampling and monitoring data contained in any deliverables should be submitted in standard Regional Electronic Data Deliverable ("EDD") format. Region 2's "Comprehensive Electronic Data Deliverable Specification Manual 4.5" (February 2018) explains the systematic implementation of EDD within EPA Region 2 and provides detailed instructions of data preparation and identification of data fields required for data submissions. Additional Region 2 EDD guidance and requirements documents, including the "Electronic Data Deliverables Valid Values Reference Manual" and tables, the "Basic Manual for Historic Electronic Data," the "Standalone EQuIS Data Processor User Guide," and EDD templates, can be found at https://www.epa.gov/superfund/region-2-superfund-electronic-data-submission. Other delivery methods may be allowed if electronic direct submission presents a significant burden or as technology changes.

(2) Spatial data for areas outside of the Site Buildings, including spatially-referenced data and geospatial data, should be submitted: (a) in the ESRI File Geodatabase format and (b) as unprojected geographic coordinates in decimal degree format using North American Datum 1983 (NAD83) or World Geodetic System 1984 (WGS84) as the datum. If applicable, submissions should include the collection method(s). Projected coordinates may optionally be included but must be documented. Spatial data should be accompanied by metadata, and such metadata should be compliant with the Federal Geographic Data Committee ("FGDC") Content Standard for Digital Geospatial Metadata and its EPA profile, the EPA Geospatial Metadata Technical Specification. An add-on metadata editor for ESRI software, the EPA Metadata Editor ("EME"), complies with these FGDC and EPA metadata requirements and is available at https://www.epa.gov/geospatial/epa-metadata-editor.

(3) Each file must include an attribute name for each site unit or sub-unit submitted. Consult https://www.epa.gov/geospatial/geospatial-policies-and-standards for any further available guidance on attribute identification and naming.

(4) Spatial data submitted by Respondents does not, and is not intended to, define the boundaries of the Site.

40. Quality Assurance, Sampling, and Data Analysis

a. Respondents shall use quality assurance, quality control, and other technical activities and chain of custody procedures for all samples consistent with "EPA Requirements for Quality Assurance Project Plans (QA/R5)" EPA/240/B-01/003 (March 2001, reissued May 2006), "Guidance for Quality Assurance Project Plans (QA/G-5)" EPA/240/R-02/009 (December 2002),"Uniform Federal Policy for Quality Assurance Project Plans," Parts 1-3, EPA/505/B-04/900A-900C (March 2005), and subsequent amendments to such guidelines upon notification by EPA to Respondents of such amendment. Amended guidelines shall apply only to procedures conducted after such notification.

b. Within 120 days of the Effective Date, Respondents shall submit a Sampling and Analysis Plan to EPA for review and approval. This plan shall consist of a Field Sampling Plan ("FSP") and a QAPP that is consistent with the Removal Action Design. Unless otherwise provided in this Settlement Agreement, all QAPP plans called for in this Settlement Agreement shall be prepared and implemented consistent with the NCP and applicable guidance documents, including, but not limited to, "Guidance for Quality Assurance Project Plans (QA/G-5)" EPA/240/R-02/009 (December 2002) and "EPA Requirements for Quality Assurance Project Plans (QA/R-5)" EPA 240/B-01/003 (March 2001, reissued May 2006), "Uniform Federal Policy for Quality Assurance Project Plans," Parts 1-3, EPA/505/B-04/900A-900C (March 2005), and "Uniform Federal Policy for Quality Assurance Project Plans – Optimized UFP-QAPP Worksheets," Part 2A, Revision 1 (March 2012). Upon its approval by EPA, the Sampling and Analysis Plan shall be incorporated into and become enforceable under this Settlement Agreement.

c. Respondents shall ensure in its contractual agreements that EPA personnel and its authorized representatives are allowed access at reasonable times to all laboratories utilized by Respondents in implementing this Settlement Agreement. In addition, Respondents shall ensure that such laboratories shall analyze all samples submitted by EPA pursuant to the QAPP for quality assurance, quality control, and technical activities that will satisfy the stated performance criteria as specified in the QAPP and that sampling and field activities are conducted in accordance with the Agency's "EPA QA Field Activities Procedure," CIO 2105-P-02.1 (9/23/2014) available at http://www.epa.gov/irmpoli8/epa-qa-field-activities-procedures. Respondents shall ensure that the laboratories they utilizes for the analysis of samples taken pursuant to this Settlement Agreement meet the competency requirements set forth in EPA's "Policy to Assure Competency of Laboratories, Field Sampling, and Other Organizations Generating Environmental Measurement Data under Agency-Funded Acquisitions" available at http://www.epa.gov/measurements/documents-about-measurement-competency-under-acquisition-agreements and that the laboratories perform all analyses according to accepted EPA methods. Accepted EPA methods consist of, but are not limited to, methods that are documented in the EPA's Contract Laboratory Program (http://www.epa.gov/clp), SW 846 "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods" (https://www.epa.gov/hw-sw846), "Standard Methods for the Examination of Water and Wastewater" (http://www.standardmethods.org/), 40 C.F.R. Part 136, "Air Toxics - Monitoring Methods" (http://www3.epa.gov/ttnamti1/airtox.html) and any amendments made thereto during the course of the implementation of this Settlement Agreement.

d. However, upon approval by EPA, Respondents may use other appropriate analytical method(s), as long as (i) QA/QC criteria are contained in the method(s) and the method(s) are included in the QAPP, (ii) the analytical method(s) are at least as stringent as the methods listed above, and (iii) the method(s) have been approved for use by a nationally recognized organization responsible for verification and publication of analytical methods, e.g., EPA, ASTM, NIOSH, OSHA, etc. Respondents shall ensure that all laboratories they utilize for analysis of samples taken pursuant to this Settlement Agreement have a documented Quality System that complies with ASQ/ANSI E4:2014 "Quality management systems for environmental information and technology programs - Requirements with guidance for use" (American Society for Quality, February 2014), and "EPA Requirements for Quality Management Plans (QA/R-2)" EPA/240/B-01/002 (March 2001, reissued May 2006), or equivalent documentation as

determined by EPA. EPA may consider Environmental Response Laboratory Network ("ERLN") laboratories, laboratories accredited under the National Environmental Laboratory Accreditation Program ("NELAP"), or laboratories that meet International Standardization Organization ("ISO") 17025 standards or other nationally recognized programs as meeting the Quality System requirements. Respondents shall ensure that all field methodologies utilized in collecting samples for subsequent analysis pursuant to this Settlement Agreement are conducted in accordance with the procedures set forth in the QAPP approved by EPA.

e. Upon request, except for air samples, Respondents shall provide split or duplicate samples to EPA or its authorized representatives. Respondents shall notify EPA not less than seven days in advance of any sample collection activity unless shorter notice is agreed to by EPA. In addition, EPA shall have the right to take any additional samples that EPA deems necessary. Upon request, except for air samples, EPA shall provide to Respondents split or duplicate samples of any samples it takes as part of EPA's oversight of Respondents' implementation of the Work.

f. Respondents shall submit to EPA the results of all sampling and/or tests or other data obtained or generated by or on behalf of Respondents with respect to the Site and/or the implementation of this Settlement Agreement, excluding unrecorded real-time air monitoring data that is not otherwise required by this Settlement Agreement. Sample results that Respondents obtain following execution of this Settlement Agreement will be submitted to EPA following Respondents' receipt of final data packages and included as attachments to progress reports submitted to EPA.

g. Respondents waive any objections to any data gathered, generated, or evaluated by EPA, the State or Respondents in the performance or oversight of the Work that has been verified according to the QA/QC procedures required by the Settlement Agreement or any EPA-approved Work Plans or Sampling and Analysis Plans. If Respondents object to any other data relating to the Work, Respondents shall submit to EPA a report that specifically identifies and explains their objections, describes the acceptable uses of the data, if any, and identifies any limitations to the use of the data. The report must be submitted to EPA within 15 days after the progress report containing the data.

h. If performance of any subsequent phase of the Work required by this Settlement Agreement requires alteration of the QA/QC Plan, Respondents shall submit to EPA for review and approval proposed amendments to the QA/QC Plan.

41. **Community Involvement Activities**. If requested by EPA, Respondents shall participate in community involvement activities, including participation in (1) the preparation of information and development of informational materials regarding the Work for dissemination to the public, with consideration given to the specific needs of the community and including mass media and/or internet notification, and (2) participation in public meetings that may be held or sponsored by EPA to explain activities at or relating to the Site. Respondents' support of EPA's community involvement activities may include providing online access to initial submissions and updates of deliverables to (1) any community advisory groups, (2) any technical assistance grant recipients and their advisors, and (3) other entities to provide them with a reasonable opportunity

for review and comment. All community involvement activities conducted by Respondents at EPA's request are subject to EPA's oversight.

42. **Post-Removal Site Controls**. In accordance with the RAD schedule, or as otherwise directed by EPA, Respondents shall submit a proposal for Post-Removal Site Controls which shall include, but not be limited to, Site security, erosion, storm water control, and long-term PCB monitoring following completion of the Work. Upon EPA approval, Respondents shall either conduct Post-Removal Site Control activities, or obtain a written commitment from another party for conduct of such activities, until such time as EPA determines that no further Post-Removal Site Control is necessary. Respondents shall provide EPA with documentation of all Post-Removal Site Control commitments.

43. **Progress Reports**. Respondents shall submit a written progress report to EPA concerning actions undertaken pursuant to this Settlement Agreement on a weekly basis while there is active, ongoing field work, which includes river monitoring, or as otherwise requested by EPA, from the date of receipt of EPA's approval of the Removal Action Design until issuance of Notice of Completion of Work pursuant to Section XXVII, unless otherwise directed in writing by either or both EPA Project Coordinators. When there is no active, ongoing field work, Respondents will submit monthly progress reports. Both monthly and weekly progress reports shall describe all significant developments during the preceding period, including the actions performed and any problems encountered, analytical data received during the reporting period, and the developments anticipated during the next reporting period, including a schedule of actions to be performed, anticipated problems, and planned resolutions of past or anticipated problems.

44. **Construction Completion Reports.** Within 90 days of the completion of the Deconstruction of the Powerhouse, Respondents shall submit to EPA a Construction Completion Report for EPA review and approval. Within 90 days of the completion of the Deconstruction of the Allen Mill, Respondents shall submit to EPA a Construction Completion Report for EPA review and approval. The report shall include a detailed description of removal activities completed in accordance with this Settlement Agreement, the quantity and type of waste removed and where it was disposed, and all pertinent data collected during the removal action.

45. **Final Report**. Within 60 days of the completion of all Work required by this Settlement Agreement, other than continuing obligations listed in Section XXVII (Notice of Completion of Work), Respondents shall submit for EPA review and approval a final report summarizing the actions taken to comply with this Settlement Agreement. The final report shall conform, at a minimum, with the requirements set forth in Section 300.165 of the NCP entitled "OSC Reports" and "Superfund Removal Procedures: Removal Response Reporting – POLREPS and OSC Reports" (OSWER Directive No. 9360.3-03, June 1, 1994). The final report shall include a good faith estimate of total costs or a statement of actual costs incurred in complying with the Settlement Agreement, a listing of quantities and types of materials removed off-Site or handled on-Site, a discussion of removal and disposal options considered for those materials, a listing of the ultimate destination(s) of those materials, a presentation of the analytical results of all sampling and analyses performed and accompanying appendices containing all relevant documentation generated during the removal action (e.g., manifests, invoices, bills, contracts, and permits). The final report shall also include the following

certification signed by a responsible corporate official of each Respondent or Respondents' Project Coordinator: "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I have no personal knowledge that the information submitted is other than true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

46. Off-Site Shipments

a. Respondents may ship hazardous substances, pollutants and contaminants from the Site to an off-Site facility only if Respondents comply with Section 121(d)(3) of CERCLA, 42 U.S.C. § 9621(d)(3), and 40 C.F.R. § 300.440. Respondents will be deemed to be in compliance with CERCLA Section 121(d)(3) and 40 C.F.R. § 300.440 regarding a shipment if Respondents obtains a prior determination from EPA that the proposed receiving facility for such shipment is acceptable under the criteria of 40 C.F.R. § 300.440(b).

b. Respondents may ship Waste Material from the Site to an out-of-state waste management facility only if, prior to any shipment, Respondents provide written notice to the appropriate state environmental official in the receiving facility's state and to the EPA Project Coordinators. This written notice requirement shall not apply to any off-Site shipments when the total quantity of all such shipments will not exceed ten cubic yards. The written notice must include the following information, if available: (1) the name and location of the receiving facility; (2) the type and quantity of Waste Material to be shipped; (3) the schedule for the shipment; and (4) the method of transportation. Respondents also shall notify the state environmental official referenced above and the EPA Project Coordinators of any major changes in the shipment plan, such as a decision to ship the Waste Material to a different out-of-state facility. Respondents shall provide the written notice after the award of the contract for the removal action and before the Waste Material is shipped.

c. Respondents may ship Investigation Derived Waste ("IDW") from the Site to an off-Site facility only if Respondents complies with Section 121(d)(3) of CERCLA, 42 U.S.C. § 9621(d)(3), 40 C.F.R. § 300.440, EPA's "Guide to Management of Investigation Derived Waste," OSWER 9345.3-03FS (January 1992), and any IDW-specific requirements contained in the Action Memorandum-Enforcement. Wastes shipped off-Site to a laboratory for characterization, and RCRA hazardous wastes that meet the requirements for an exemption from RCRA under 40 C.F.R. § 261.4(e) shipped off-Site for treatability studies, are not subject to 40 C.F.R. § 300.440.

47. In the event that further structural deterioration occurs to any structures on the Affected Property prior to submission of the RAD for the Powerhouse, or if Respondent requests extensions of any timeframes specified in this Section, EPA may require Respondents to conduct PCB monitoring in the river prior to any Deconstruction activities.

IX. PROPERTY REQUIREMENTS

48. **Access to Areas Not Owned by Respondents**. Where any action under this Settlement Agreement is to be performed in areas owned by or in possession of someone other than Respondents, Respondents shall use their best efforts to obtain all necessary access agreements from the present owners within 45 days of the later of (i) the Effective Date of this Settlement Agreement, or (ii) the date as it is determined by either or both EPA Project Coordinators that access to such other properties is needed for performance of Work. Respondents shall timely notify EPA if, after using best efforts, they are unable to obtain such agreements. For purposes of this Paragraph, "best efforts" includes the payment of reasonable sums of money in consideration of access, unless EPA has identified the property owner as a PRP under CERCLA in connection with the Site. Respondents shall describe in writing its efforts to obtain access. If Respondents cannot obtain permission for access, EPA may either (i) obtain access for Respondents or assist Respondents in gaining access, to the extent necessary to implement the Work described in this Settlement Agreement, using such means as EPA deems appropriate; or (ii) perform those tasks or activities with EPA contractors. Respondents shall reimburse EPA for all costs and attorney's fees incurred by the United States in obtaining such access, in accordance with the procedures in Section XVI (Payment of Response Costs). If EPA performs those tasks or activities with EPA contractors and does not terminate this Settlement Agreement, Respondents shall perform all other tasks or activities not requiring access to that property, and Respondents shall reimburse EPA for all costs incurred in performing such tasks or activities. Respondents shall integrate the results of any such tasks or activities undertaken by EPA into their plans, reports and other deliverables.

49. Notwithstanding any provision of this Settlement Agreement, EPA retains all of its access authorities and rights, as well as all of its rights to require land, water, or other resource use restrictions, including enforcement authorities related thereto under CERCLA, RCRA, and any other applicable statute or regulations.

X. ACCESS TO INFORMATION

50. Respondents shall provide to EPA, upon request, copies of all current and final versions of records, reports, documents, and other information (including records, reports, documents, and other information in electronic form) (hereinafter referred to as "Records") within Respondents' possession or control or that of their contractors or agents relating to their activities at the Site or to the implementation of this Settlement Agreement, including sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information regarding the Work. Respondents shall, upon reasonable notice and at reasonable times, also make available to EPA, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

51. **Privileged and Protected Claims**

a. Respondents may assert that certain Records and other information are privileged under the attorney-client privilege or any other privilege recognized under federal law. If a Respondent asserts such a privilege in lieu of providing documents, it shall provide EPA

with the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the contents of the document, record, or information; and (6) the privilege asserted by the Respondent. However, no documents, reports, or other information required to be created or generated under this Settlement Agreement shall be withheld on the grounds that they are privileged, provided that the Respondent may assert such privileges with respect to internal draft documents that have not been disclosed to persons other than the Respondent, its counsel, contractors, or agents.

b. If a claim of privilege or protection applies only to a portion of a Record, Respondents shall provide the Record to EPA in redacted form to mask the privileged or protected portion only. Respondents shall retain all Records that they claim to be privileged or protected until EPA has had a reasonable opportunity to dispute the privilege or protection claim and any such dispute has been resolved in Respondents' favor.

c. Respondents may make no claim of privilege or protection regarding (1) any data regarding the Site, including all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, radiological, or engineering data, or the portion of any other Record that evidences conditions at or around the Site or (2) the portion of any Record that Respondents are required to create or generate pursuant to this Settlement Agreement.

52. **Business Confidential Claims**. Respondents may assert that all or part of a Record provided to EPA under this Section or Section XI (Record Retention) is business confidential to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Respondents shall segregate and clearly identify all Records or parts thereof submitted under this Settlement Agreement for which Respondents asserts business confidentiality claims. Records claimed as confidential business information will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies Records when they are submitted to EPA, or if EPA has notified Respondents that the Records are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2, Subpart B, the public may be given access to such Records without further notice to Respondents.

53. Notwithstanding any provision of this Settlement Agreement, EPA retains all of its information gathering and inspection authorities and rights, including enforcement actions related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

XI. RECORD RETENTION

54. Until 10 years after EPA provides Respondents with notice, pursuant to Section XXVII (Notice of Completion of Work), that all Work has been fully performed in accordance with this Settlement Agreement, Respondents shall preserve and retain all non-identical copies of current or final versions of Records (including Records in electronic form) now in their possession or control, or that come into their possession or control, that relate in any manner to their liability under CERCLA with regard to the Site. Respondents must also retain, and instruct their contractors and agents to preserve all non-identical copies of the last draft or final version

of any Records (including Records in electronic form) now in their possession or control or that come into their possession or control that relate in any manner to the performance of the Work for the same period specified above, provided, however, that Respondents (and their contractors and agents) must retain, in addition, copies of all data generated during the performance of the Work and not contained in the aforementioned Records required to be retained. Each of the above record retention requirements shall apply regardless of any corporate retention policy to the contrary.

55. At the conclusion of the document retention period, Respondents shall notify EPA at least 90 days prior to the destruction of any such Records, and, upon request by EPA, and except as provided in Paragraph 51 (Privileged and Protected Claims), Respondents shall deliver any such Records to EPA.

56. Respondents certify individually that, to the best of their knowledge and belief, after thorough inquiry, they have not altered, mutilated, discarded, destroyed, or otherwise disposed of any Records (other than identical copies) relating to their potential liability regarding the Site since notification by EPA in May 2021 of their potential responsibility regarding the removal activities at the Site.

XII. COMPLIANCE WITH OTHER LAWS

57. Nothing in this Settlement Agreement limits Respondents' obligations to comply with the requirements of all applicable state and federal laws and regulations when performing the Work. No local, state, or federal permit shall be required for any portion of the Work conducted entirely on-site (i.e., within the areal extent of contamination or in close proximity to the contamination and necessary for implementation of the Work, including adjacent properties and properties across the Hudson River used for implementation of the Work), including studies, if the action is selected and carried out in compliance with Section 121 of CERCLA, 42 U.S.C. § 9621. Where any portion of the Work that is not on-site requires a federal or state permit or approval, Respondents shall submit timely and complete applications and take all other actions necessary to obtain and to comply with all such permits or approvals. Respondents may seek relief under the provisions of Section XVI (Force Majeure) for any delay in the performance of the Work resulting from a failure to obtain, or a delay in obtaining, any permit or approval required for the Work, provided that they has submitted timely and complete applications and taken all other actions necessary to obtain all such permits or approvals. This Settlement Agreement is not, and shall not be construed to be, a permit issued pursuant to any federal or state statute or regulation.

XIII. EMERGENCY RESPONSE AND NOTIFICATION OF RELEASES

58. **Emergency Response**. If any event occurs as a result of Respondents' performance of the Work that causes or threatens to cause a release of any Waste Material on, at, or from the Site, including, but not limited to, that which constitutes an emergency situation or that may present an immediate threat to public health or welfare or the environment, Respondents shall immediately take all appropriate action to prevent, abate, or minimize such release or threat of release. Respondents shall take these actions in accordance with all applicable provisions of this Settlement Agreement, including the HASP. Respondents shall also

immediately notify EPA's Project Coordinators at the telephone numbers provided in Paragraph 30, or in the event of his/her unavailability, the Regional Duty Officer at (732) 906-6850. In the event that Respondents fail to take appropriate response action as required under this Paragraph and EPA takes such action instead, Respondents shall reimburse EPA for all costs of such response action not inconsistent with the NCP pursuant to Section XIV (Payment of Response Costs).

59. **Release Reporting**. Upon the occurrence of any event during performance of the Work that Respondents are required to report pursuant to Section 103 of CERCLA, 42 U.S.C. § 9603, or Section 304 of the Emergency Planning and Community Right-to-know Act, 42 U.S.C. § 11004, Respondents shall immediately orally notify EPA's Project Coordinators at the telephone numbers provided in Paragraph 30, or in the event of his/her unavailability, the Regional Duty Officer at (732) 906-6850. This reporting requirement is in addition to, and not in lieu of, reporting under Section 103 of CERCLA, 42 U.S.C. § 9603, and Section 304 of the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. § 11004.

60. For any event covered under this Section, Respondents shall submit a written report to EPA within 7 days after the onset of such event, setting forth the action or event that occurred and the measures taken, and to be taken, to mitigate any release or threat of release or endangerment caused or threatened by the release and to prevent the reoccurrence of such a release or threat of release.

XIV. PAYMENT OF RESPONSE COSTS

61. **Payments of Response Costs**. Respondents shall pay to EPA all Past and Future Response Costs not inconsistent with the NCP. Within 30 days of the Effective Date, Respondents shall pay to EPA $16,955.13 for Past Response Costs. For Interim and Future Response Costs, EPA will periodically send Respondents a bill requiring payment that includes a SCORPIOS Report, which includes direct and indirect costs incurred by EPA, its contractors, subcontractors, and the United States Department of Justice (if applicable). Respondents shall make all payments within 45 days after Respondents' receipt of each bill requiring payment, except as otherwise provided in Paragraph 63 (Contesting Future Response Costs).

a. Respondents shall make payments to EPA at https://www.pay.gov to the U.S. EPA Hudson Falls Powerhouse and the Allen Mill Site Special Account in accordance with instructions to be provided to Respondents by EPA.

b. At the time of each payment, Respondents shall send notice that payment has been made to EPA's Project Coordinators and to the EPA Cincinnati Finance Office by email at cinwd_acctsreceivable@epa.gov.

Such notice shall reference Site/Spill ID Number A2-AH and the EPA docket number for this action.

c. **Deposit of Response Costs Payments**. The total amount to be paid by Respondents pursuant to Paragraph 61 shall be deposited by EPA in the Hudson Falls Powerhouse and the Allen Mill Site Account to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA

Hazardous Substance Superfund, provided, however, that EPA may deposit a Future Response Costs payment directly into the EPA Hazardous Substance Superfund if, at the time the payment is received, EPA estimates that the Hudson Falls Powerhouse and the Allen Mill Site Special Account balance is sufficient to address currently anticipated future response actions to be conducted or financed by EPA at or in connection with the Site. Respondents agrees not to challenge any decision by EPA to deposit a Future Response Costs payment directly into the EPA Hazardous Substance Superfund and agrees that such a decision will not be subject to challenge by Respondents pursuant to the dispute resolution provisions of this Settlement Agreement or in any other forum.

62. **Interest**. In the event that any payment for Future Response Costs is not made by the date required, Respondents shall pay Interest on the unpaid balance. The Interest on Future Response Costs that are not timely paid shall begin to accrue on the date of the bill. The Interest shall accrue through the date of Respondents' payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Respondents' failure to make timely payments under this Section, including payment of stipulated penalties pursuant to Section XVII (Stipulated Penalties).

63. **Contesting Future Response Costs**. Respondents may initiate the procedures of Section XV (Dispute Resolution) regarding payment of any Future Response Costs billed under Paragraph 61 (Payments of Response Costs) if they determine that EPA has made a mathematical error, included a cost item that is not within the definition of Future Response Costs, or if they believe EPA incurred excess costs as a direct result of an EPA action that was inconsistent with a specific provision or provisions of the NCP. To initiate such a dispute, Respondents shall submit a Notice of Dispute in writing to EPA's Project Coordinators within 30 days after receipt of the bill. Any such Notice of Dispute shall specifically identify the contested Future Response Costs and the basis for objection. If Respondents submits a Notice of Dispute, Respondents shall, within the 30-day period and also as a requirement for initiating the dispute, (a) pay all uncontested Future Response Costs to EPA in the manner described in Paragraph 61, and (b) establish, in a duly chartered bank or trust company, an interest-bearing escrow account that is insured by the Federal Deposit Insurance Corporation ("FDIC") and remit to that escrow account funds equivalent to the amount of the contested Future Response Costs. Respondents shall send to EPA's Project Coordinators a copy of the transmittal letter and proof of payment of the uncontested Future Response Costs and a copy of the correspondence that documents the establishment of and placement of funds into the escrow account, including information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account. If EPA prevails in the dispute, within 5 days after the resolution of the dispute, Respondents shall pay the sums due (with accrued interest) to EPA in the manner described in Paragraph 61. If Respondents prevails concerning any aspect of the contested costs, Respondents shall pay that portion of the costs (plus associated accrued interest) for which they did not prevail to EPA in the manner described in Paragraph 61. Respondents shall receive any balance of the escrow account. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section XV (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding Respondents' obligation to reimburse EPA for its Future Response Costs.

XV. DISPUTE RESOLUTION

64. Unless otherwise expressly provided for in this Settlement Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism for resolving disputes arising under this Settlement Agreement. The Parties shall attempt to resolve any disagreements concerning this Settlement Agreement expeditiously and informally.

65. **Informal Dispute Resolution**. Unless otherwise expressly provided for in this Settlement Agreement, if Respondents object to any EPA action taken pursuant to this Settlement Agreement, including billings for Future Response Costs, it shall send EPA a written Notice of Dispute describing the objection(s) within 20 days after such action. EPA and Respondents shall have 20 days from EPA's receipt of Respondents' Notice of Dispute to resolve the dispute through informal negotiations (the "Negotiation Period"). The Negotiation Period may be extended at the sole discretion of EPA. Any agreement reached by the Parties pursuant to this Section shall be in writing and shall, upon signature by the Parties, be incorporated into and become an enforceable part of this Settlement Agreement.

66. **Formal Dispute Resolution**. If the Parties are unable to reach an agreement within the Negotiation Period, Respondents shall, within 20 days after the end of the Negotiation Period, submit a statement of position to EPA's Project Coordinator. EPA may, within 20 days thereafter, submit a statement of position. Thereafter the Deputy Director for Enforcement and Homeland Security of the Superfund and Emergency Management Division, Region 2, or at the sole discretion of EPA, someone occupying an equivalent or higher position, will issue a written decision on the dispute to Respondents. EPA's decision shall be incorporated into and become an enforceable part of this Settlement Agreement. Respondents shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with EPA's decision, whichever occurs.

67. Except as provided in Paragraph 63 (Contesting Future Response Costs) or as agreed by EPA, the invocation of formal dispute resolution procedures under this Section does not extend, postpone, or affect in any way any obligation of Respondents under this Settlement Agreement. Except as provided in Paragraph 77, stipulated penalties with respect to the disputed matter shall continue to accrue but payment shall be stayed pending resolution of the dispute. Notwithstanding the stay of payment, stipulated penalties shall accrue from the first day of noncompliance with any applicable provision of this Settlement Agreement. In the event that Respondents does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section XVII (Stipulated Penalties).

XVI. FORCE MAJEURE

68. A "force majeure" event, for purposes of this Settlement Agreement, is defined as any event arising from causes beyond the control of Respondents, of any entity controlled by Respondents, or of Respondents' contractors that delays or prevents the performance of any obligation under this Settlement Agreement despite Respondents' best efforts to fulfill the obligation. The requirement that Respondents exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any potential force majeure event (a) as it is occurring and (b) following

the potential force majeure event such that the delay and any adverse effects of the delay are minimized to the greatest extent possible. A "force majeure" event does not include financial inability to complete the Work or increased cost of performance.

69. If any event occurs or has occurred that may delay the performance of any obligation under this Settlement Agreement, Respondents shall notify EPA's Project Coordinators orally or, in his or her absence, the Regional Duty Officer at (732) 906-6850, within 7 days of when Respondents first knew that the event might cause a delay. Within 10 days thereafter, Respondents shall provide EPA with the following: a written explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Respondents' rationale for attributing such delay to a force majeure event; and a statement as to whether, in the opinion of Respondents, such event may cause or contribute to an endangerment to public health or welfare, or the environment. Respondents shall include with any notice all available documentation supporting their claim that the delay was attributable to a force majeure event. Respondents shall be deemed to know of any circumstance of which Respondents, any entity controlled by Respondents, or Respondents' contractors knew or should have known. Failure to comply with the above requirements regarding an event shall preclude Respondents from asserting any claim of an occurrence of a force majeure event, provided, however, that if EPA, despite the late or incomplete notice, is able to assess to its satisfaction whether the event is a force majeure under Paragraph 68 and whether Respondents has exercised its best efforts under Paragraph 69, EPA may, in its unreviewable discretion, excuse in writing Respondents' failure to submit timely or complete notices under this Paragraph.

70. If EPA agrees that a delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Settlement Agreement that are affected by the force majeure event will be extended by EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation. If EPA does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, EPA will notify Respondents in writing of its decision. If EPA agrees that the delay is attributable to a force majeure event, EPA will notify Respondents in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

71. If a Respondent elects to invoke the dispute resolution procedures set forth in Section XV (Dispute Resolution), it shall do so no later than 15 days after receipt of EPA's notice regarding performance of the obligations affected by the force majeure event. In any such proceeding, Respondents shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Respondents complied with the requirements of Paragraphs 68 and 69. If Respondents carries this burden, the delay at issue shall be deemed not to be a violation by Respondents of the affected obligation of this Settlement Agreement as identified to EPA.

72. The failure by EPA to timely complete any obligation under the Settlement Agreement is not a violation of the Settlement Agreement, provided, however, that if such failure prevents Respondents from meeting one or more deadlines under the Settlement Agreement, Respondents may seek relief under this Section.

XVII. STIPULATED PENALTIES

73. Except for the progress reports required pursuant to Paragraph 43, Respondents shall be liable to EPA for stipulated penalties in the amounts set forth in Paragraph 74 for failure to comply with any of the requirements of this Settlement Agreement, unless excused under Section XVI (Force Majeure). "Comply" as used in the previous sentence shall include completion of the Work under this Settlement Agreement or any activities contemplated under any RAD, POP, or other plan approved under this Settlement Agreement, in accordance with all applicable requirements of law, this Settlement Agreement, the RADs, POPs, and any plans or other documents approved by EPA pursuant to this Settlement Agreement and within the specified time schedules established by and approved under this Settlement Agreement.

74. For all violations of this Settlement Agreement, except as provided in Paragraph 75, below, stipulated penalties shall accrue as follows:

Penalty Per Violation Per Day	Period of Noncompliance
$1,000	1st through 14th day
$2,000	15th through 30th day
$4,000	31st day and beyond

75. For the progress reports required pursuant to Paragraph 43 above, stipulated penalties shall accrue in the amount of $1000 per day, per violation, for the 1st through the 14th day; $2000 per day, per violation, for the 15th through the 30th day of noncompliance; and $3000 per day, per violation, for the 31st day of noncompliance and beyond.

76. In the event that EPA assumes performance of a portion or all of the Work pursuant to Paragraph 87 (Work Takeover), Respondents shall be liable for a stipulated penalty in the amount of $1,500,000. Stipulated penalties under this Paragraph are in addition to the remedies available to EPA under Paragraphs 87 (Work Takeover) and 109 (Access to Financial Assurance).

77. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. Penalties shall continue to accrue during any dispute resolution period, and they shall be paid (in the case of when a payment is required) within 30 days after any agreement or Respondents' the receipt of EPA's decision. However, stipulated penalties shall not accrue in the following circumstances: (a) with respect to a deficient submission under Paragraph 39 (Submission and Approval of Deliverables), during the period, if any, beginning on the 31st day after EPA's receipt of such submission until the date that EPA notifies Respondents of any deficiency; and (b) with respect to a decision by the Deputy Director for Enforcement and Homeland Security of the Superfund and Emergency Management Division as provided by Section XV (Dispute Resolution), during the period, if

any, beginning on the 21st day after the Negotiation Period begins until the date that the EPA management official issues a final decision regarding such dispute. Nothing in this Settlement Agreement shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.

78. Following EPA's determination that Respondents have failed to comply with a requirement of this Settlement Agreement, EPA will give Respondents written notification of the failure and describe the noncompliance should it elect to assess stipulated penalties. In any such case, EPA will send Respondents a written demand for the payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether EPA has notified Respondents of a violation.

79. All penalties accruing under this Section shall be due and payable to EPA within 30 days after Respondents' receipt from EPA of a demand for payment of the penalties, unless Respondents invoke the dispute resolution procedures under Section XV (Dispute Resolution) within the 30-day period. All payments to EPA under this Section shall indicate that the payment is for stipulated penalties and shall be made in accordance with Paragraph 61 (Payments for Response Costs).

80. If Respondents fail to pay stipulated penalties when due, Respondents shall pay Interest on the unpaid stipulated penalties as follows: (a) if Respondents have timely invoked dispute resolution such that the obligation to pay stipulated penalties has been stayed pending the outcome of dispute resolution, Interest shall accrue from the date stipulated penalties are due pursuant to Paragraph 79 until the date of payment; and (b) if Respondents fails to timely invoke dispute resolution, Interest shall accrue from the date of demand under Paragraph 79 until the date of payment. If Respondents fails to pay stipulated penalties and Interest when due, the United States may institute proceedings to collect the penalties and Interest.

81. The payment of penalties and Interest, if any, shall not alter in any way Respondents' obligation to complete performance of the Work required under this Settlement Agreement.

82. Nothing in this Settlement Agreement shall be construed as prohibiting, altering, or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondents' violation of this Settlement Agreement or of the statutes and regulations upon which it is based, including penalties pursuant to Section 122(*l*) of CERCLA, 42 U.S.C. § 9622(*l*), and punitive damages pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3), provided, however, that EPA shall not seek civil penalties pursuant Section 122(*l*) of CERCLA or punitive damages pursuant to Section 107(c)(3) of CERCLA for any violation for which a stipulated penalty is provided in this Settlement Agreement, except in the case of willful violation of this Settlement Agreement or in the event that EPA assumes performance of a portion or all of the Work pursuant to Paragraph 87 (Work Takeover).

83. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Settlement Agreement.

XVIII. COVENANTS BY EPA

84. Except as provided in Section XIX (Reservations of Rights by EPA), EPA covenants not to sue or to take administrative action against Respondents pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for the Work, Past Response Costs, Interim Response Costs, and Future Response Costs. These covenants shall take effect upon the Effective Date. These covenants are conditioned upon the complete and satisfactory performance by Respondents of their obligations under this Settlement Agreement. These covenants extend only to Respondents and do not extend to any other person.

XIX. RESERVATIONS OF RIGHTS BY EPA

85. Except as specifically provided in this Settlement Agreement, nothing in this Settlement Agreement shall limit the power and authority of EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants, or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing in this Settlement Agreement shall prevent EPA from seeking legal or equitable relief to enforce the terms of this Settlement Agreement, from taking other legal or equitable action as it deems appropriate and necessary, or from requiring Respondents in the future to perform additional activities pursuant to CERCLA or any other applicable law.

86. The covenant not to sue set forth in Section XVIII (Covenants by EPA) above does not pertain to any matters other than those expressly identified therein. EPA reserves, and this Settlement Agreement is without prejudice to, all rights against Respondents with respect to all other matters, including:

a. liability for failure by Respondents to meet a requirement of this Settlement Agreement;

b. liability for costs not included within the definition of Future Response Costs;

c. liability for performance of response action other than the Work;

d. criminal liability;

e. liability for violations of federal or state law that occur during or after implementation of the Work;

f. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;

g. liability arising from the past, present, or future disposal, release or threat of release of Waste Materials outside of the Site; and

87. **Work Takeover**

a. In the event EPA determines that Respondents: (1) have ceased implementation of any portion of the Work; (2) are seriously or repeatedly deficient or late in their performance of the Work; or (3) are implementing the Work in a manner that may cause an endangerment to human health or the environment, EPA may issue a written notice ("Work Takeover Notice") to Respondents. Any Work Takeover Notice issued by EPA (which writing may be electronic) will specify the grounds upon which such notice was issued and will provide Respondents a period of 10 days within which to remedy the circumstances giving rise to EPA's issuance of such notice.

b. If, after expiration of the 10-day notice period specified in Paragraph 87.a, Respondents have not remedied to EPA's satisfaction the circumstances giving rise to EPA's issuance of the relevant Work Takeover Notice, EPA may at any time thereafter assume the performance of all or any portion(s) of the Work as EPA deems necessary ("Work Takeover"). EPA will notify Respondents in writing (which writing may be electronic) if EPA determines that implementation of a Work Takeover is warranted under this Paragraph 87.b. Funding of Work Takeover costs is addressed under Paragraph 109 (Access to Financial Assurance).

c. Respondents may invoke the procedures set forth in Section XV (Dispute Resolution) to dispute EPA's implementation of a Work Takeover under Paragraph 87.b. However, notwithstanding Respondents' invocation of such dispute resolution procedures, and during the pendency of any such dispute, EPA may in its sole discretion commence and continue a Work Takeover under Paragraph 87.b until the earlier of (1) the date that Respondents remedy, to EPA's satisfaction, the circumstances giving rise to EPA's issuance of the relevant Work Takeover Notice, or (2) the date that a written decision terminating such Work Takeover is rendered in accordance with Paragraph 66 (Formal Dispute Resolution).

d. Notwithstanding any other provision of this Settlement Agreement, EPA retains all authority and reserves all rights to take any and all response actions authorized by law.

XX. COVENANTS NOT TO SUE BY RESPONDENTS

88. Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Work, Past Response Costs, Interim Response Costs, and Future Response Costs, or this Settlement Agreement, including:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund through Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claims under Sections 107 and 113 of CERCLA, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law regarding the Work, Past Response Costs, Interim Response Costs, and Future Response Costs, and this Settlement Agreement; and

c. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the New York Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, or at common law.

89. These covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to the reservations set forth in Section XIX (Reservations of Rights by EPA), other than in Paragraph 86.a (liability for failure to meet a requirement of the Settlement Agreement), 86.d (criminal liability), or 86.e (liability for violations of federal or state law), but only to the extent that Respondents' claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

90. Nothing in this Settlement Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

91. Respondents reserve, and this Settlement Agreement is without prejudice to, claims against the United States, subject to the provisions of Chapter 171 of Title 28 of the United States Code, and brought pursuant to any statute other than CERCLA or RCRA and for which the waiver of sovereign immunity is found in a statute other than CERCLA or RCRA, for money damages for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of the United States, as that term is defined in 28 U.S.C. § 2671, while acting within the scope of his or her office or employment under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. However, the foregoing shall not include any claim based on EPA's selection of response actions or the oversight or approval of Respondents' deliverables or activities.

XXI. OTHER CLAIMS

92. By issuance of this Settlement Agreement, the United States and EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondents. The United States or EPA shall not be deemed a party to any contract entered into by Respondents or their directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out actions pursuant to this Settlement Agreement.

93. Except as expressly provided in Section XVIIIVIII (Covenants by EPA), nothing in this Settlement Agreement constitutes a satisfaction of or release from any claim or cause of action against Respondents or any person not a party to this Settlement Agreement for any liability such person may have under CERCLA, other statutes, or common law, including any claims of the United States for costs, damages, and interest under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607.

94. No action or decision by EPA pursuant to this Settlement Agreement shall give rise to any right to judicial review, except as set forth in Section 113(h) of CERCLA, 42 U.S.C. § 9613(h).

XXII. EFFECT OF SETTLEMENT/CONTRIBUTION

95. Nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement Agreement. Except as provided in Section XX (Covenants by Respondent), each of the Parties expressly reserves any and all rights (including pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Settlement Agreement diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2). EPA will endeavor to provide prompt notice to Respondents of any such settlements.

96. The Parties agree that this Settlement Agreement constitutes an administrative settlement pursuant to which Respondents have, as of the Effective Date, resolved their liability to the United States within the meaning of Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), and is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, or as may be otherwise provided by law, for the "matters addressed" in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are the Work, Past Response Costs, Interim Response Costs, and Future Response Costs.

97. This Settlement Agreement does not limit Respondents' right of recovery as against one another for the recovery of costs through contribution or other claims for the Work or related to the Waste Material at the Site in connection with the Deconstruction of the Powerhouse and the Allen Mill.

98. The Parties further agree that this Settlement Agreement constitutes an administrative settlement pursuant to which Respondents have, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

99. Respondents shall, with respect to any suit or claim they bring for matters related to this Settlement Agreement, notify EPA in writing no later than 60 days prior to the initiation of such suit or claim. Respondents also shall, with respect to any suit or claim brought against them for matters related to this Settlement Agreement, notify EPA in writing within 10 days after service of the complaint or claim upon it. In addition, Respondents shall notify EPA within 10 days after service or receipt of any motion for summary judgment and within 10 days after receipt of any order from a court setting a case for trial, for matters related to this Settlement Agreement.

100. In any subsequent administrative or judicial proceeding initiated by EPA, or by the United States on behalf of EPA, for injunctive relief, recovery of response costs, or other relief relating to the Site, Respondents shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the

subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenant by EPA set forth in Section XVIII (Covenants By EPA).

XXIII. INDEMNIFICATION

101. The United States does not assume any liability by entering into this Settlement Agreement or by virtue of any designation of Respondents as EPA's authorized representative under Section 104(e) of CERCLA, 42 U.S.C. § 9604(e), and 40 C.F.R. § 300.400(d)(3). Respondents shall indemnify, save, and hold harmless the United States, its officials, agents, employees, contractors, subcontractors, and representatives for or from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Respondents, their officers, directors, employees, agents, contractors, or subcontractors, and any persons acting on Respondents' behalf or under their control, in carrying out activities pursuant to this Settlement Agreement. Further, Respondents agree to pay the United States all costs they incur, including attorneys' fees and other expenses of litigation and settlement arising from, or on account of, claims made against the United States based on negligent or other wrongful acts or omissions of Respondents, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their or under their control, in carrying out activities pursuant to this Settlement Agreement. The United States shall not be held out as a party to any contract entered into by or on behalf of Respondents in carrying out activities pursuant to this Settlement Agreement. Neither Respondents nor any such contractor shall be considered an agent of the United States.

102. The United States shall give Respondents notice of any claim for which the United States plans to seek indemnification pursuant to this Section and shall consult with Respondents prior to settling such claim.

103. Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States for damages or reimbursement or for set-off of any payments made or to be made to the United States, arising from or on account of any contract, agreement, or arrangement between any one or more of Respondents and any person for performance of Work on or relating to the Site, including claims on account of construction delays. In addition, Respondents shall indemnify and hold harmless the United States with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between any one or more of Respondents and any person for performance of Work on or relating to the Site, including claims on account of construction delays.

XXIV. INSURANCE

104. No later than 30 days before commencing any on-site Work, Respondents shall secure, and shall maintain until the first anniversary after issuance of Notice of Completion of Work pursuant to Section XXVII (Notice of Completion of Work), commercial general liability insurance with limits of liability of $1 million per occurrence, automobile liability insurance with limits of liability of $1 million per accident, and umbrella liability insurance with limits of liability of $5 million in excess of the required commercial general liability and automobile liability limits, naming EPA as an additional insured with respect to all liability arising out of the

activities performed by or on behalf of Respondents pursuant to this Settlement Agreement. In addition, for the duration of the Settlement Agreement, Respondents shall provide EPA with certificates of such insurance and a copy of each insurance policy. Respondents shall resubmit such certificates and copies of policies each year on the anniversary of the Effective Date. In addition, for the duration of the Settlement Agreement, Respondents shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of Respondents in furtherance of this Settlement Agreement. If Respondents demonstrate by evidence satisfactory to EPA that any prime contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering some or all of the same risks but in a lesser amount, Respondents need provide only that portion of the insurance described above that is not maintained by the contractor or subcontractor. Respondents shall ensure that all submittals to EPA under this Paragraph identify the Site and the EPA docket number for this action.

XXV. FINANCIAL ASSURANCE

105. In order to ensure completion of the Work, within 60 days of the Effective Date, Respondents shall secure financial assurance, initially in the amount of $10,000,000 (ten million dollars) ("Estimated Cost of the Work"), for the benefit of EPA. The financial assurance must be one or more of the mechanisms listed below, in a form substantially identical to the relevant sample documents available from EPA or under the "Financial Assurance - Settlements" category on the Cleanup Enforcement Model Language and Sample Documents Database at https://cfpub.epa.gov/compliance/models/, and satisfactory to EPA. Respondents may use multiple financial assurance mechanisms that, if combined, satisfy the amount set forth above if they choose to utilize surety bonds guaranteeing payment, letters of credit, trust funds, and/or insurance policies. Respondent shall submit such mechanisms and documents to Chief, Resource Management/Cost Recovery Section, Superfund and Emergency Management Division, US EPA Region 2, 290 Broadway, 18th Floor, New York, NY 10007-1866. Respondents shall send copies by email to Chief, Resource Management/Cost Recovery Section, currently at Keating.Robert@epa.gov, and additional copies by email to EPA's Project Coordinators.

a. A surety bond guaranteeing payment and/or performance of the Work that is issued by a surety company among those listed as acceptable sureties on federal bonds as set forth in Circular 570 of the U.S. Department of the Treasury;

b. An irrevocable letter of credit, payable to or at the direction of EPA, that is issued by an entity that has the authority to issue letters of credit and whose letter-of-credit operations are regulated and examined by a federal or state agency;

c. A trust fund established for the benefit of EPA that is administered by a trustee that has the authority to act as a trustee and whose trust operations are regulated and examined by a federal or state agency;

d. A policy of insurance that provides EPA with acceptable rights as a beneficiary thereof and that is issued by an insurance carrier that has the authority to issue insurance policies in the applicable jurisdiction(s) and whose insurance operations are regulated and examined by a federal or state agency;

e. A demonstration by each Respondent that it meets the financial test criteria of Paragraph 106; or

f. A guarantee to fund or perform the Work executed in favor of EPA by a company: (1) that is a direct or indirect parent company of a Respondent or has a "substantial business relationship" (as defined in 40 C.F.R. § 264.141(h)) with such Respondent; and (2) can demonstrate to EPA's satisfaction that they meet the financial test criteria of Paragraph 106.

106. If Respondents seek to provide financial assurance by means of a demonstration or guarantee under Paragraph 105.e or 105.f, Respondents must also, within 45 days of the Effective Date:

a. Demonstrate that:

(1) Respondents or guarantor has:

i. Two of the following three ratios: a ratio of total liabilities to net worth less than 2.0; a ratio of the sum of net income plus depreciation, depletion, and amortization to total liabilities greater than 0.1; and a ratio of current assets to current liabilities greater than 1.5; and

ii. Net working capital and tangible net worth each at least six times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; and

iii. Tangible net worth of at least $10 million; and

iv. Assets located in the United States amounting to at least 90 percent of total assets or at least six times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; or

(2) Respondents or guarantor has:

i. A current rating for their senior unsecured debt of AAA, AA, A, or BBB as issued by Standard and Poor's or Aaa, Aa, A or Baa as issued by Moody's; and

ii. Tangible net worth at least six times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; and

iii. Tangible net worth of at least $10 million; and

iv. Assets located in the United States amounting to at least 90 percent of total assets or at least six times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; and

b. Submit to EPA for each Respondent or guarantor: (1) a copy of an independent certified public accountant's report of the entity's financial statements for the latest completed fiscal year, which must not express an adverse opinion or disclaimer of opinion; and (2) a letter from their chief financial officer and a report from an independent certified public accountant substantially identical to the sample letter and reports available from EPA or under the "Financial Assurance-Settlements" subject list category on the Cleanup Enforcement Model Language and Sample Documents Database at https://cfpub.epa.gov/compliance/models/.

107. If Respondents provide financial assurance by means of a demonstration or guarantee under Paragraph 105.e or 105.f, they must also:

a. Annually resubmit the documents described in Paragraph 106.b within 90 days after the close of the affected Respondent's or guarantor's fiscal year;

b. Notify EPA within 30 days after the affected Respondent or guarantor determines that they no longer satisfy the relevant financial test criteria and requirements set forth in this Section; and

c. Provide to EPA, within 30 days of EPA's request, reports of the financial condition of the affected Respondent or guarantor in addition to those specified in Paragraph 106.b; EPA may make such a request at any time based on a belief that Respondents or guarantor may no longer meet the financial test requirements of this Section.

108. Respondents shall diligently monitor the adequacy of the financial assurance. If Respondents become aware of any information indicating that the financial assurance provided under this Section is inadequate or otherwise no longer satisfies the requirements of this Section, Respondents shall notify EPA of such information within 7 days. If EPA determines that the financial assurance provided under this Section is inadequate or otherwise no longer satisfies the requirements of this Section, EPA will notify Respondents of such determination. Respondents shall, within 30 days after notifying EPA or receiving notice from EPA under this Paragraph, secure and submit to EPA for approval a proposal for a revised or alternative financial assurance mechanism that satisfies the requirements of this Section. EPA may extend this deadline for such time as is reasonably necessary for the affected Respondents, in the exercise of due diligence, to secure and submit to EPA a proposal for a revised or alternative financial assurance mechanism, not to exceed 60 days. Respondents shall follow the procedures of Paragraph 110 (Modification of Amount, Form, or Terms of Financial Assurance) in seeking approval of, and submitting documentation for, the revised or alternative financial assurance mechanism. Respondents'

inability to secure financial assurance in accordance with this Section does not excuse performance of any other obligation under this Settlement Agreement.

109. **Access to Financial Assurance**

a. If EPA issues a notice of implementation of a Work Takeover under Paragraph 87.b, then, in accordance with any applicable financial assurance mechanism, EPA is entitled to: (1) the performance of the Work; and/or (2) require that any funds guaranteed be paid in accordance with Paragraph 109.d.

b. If EPA is notified by the issuer of a financial assurance mechanism that it intends to cancel the mechanism, and Respondents fail to provide an alternative financial assurance mechanism in accordance with this Section at least 30 days prior to the cancellation date, the funds guaranteed under such mechanism must be paid prior to cancellation in accordance with Paragraph 109.d.

c. If, upon issuance of a notice of implementation of a Work Takeover under Paragraph 83.b, either: (1) EPA is unable for any reason to promptly secure the resources guaranteed under any applicable financial assurance mechanism and/or related standby funding commitment, whether in cash or in kind, to continue and complete the Work; or (2) the financial assurance is a demonstration or guarantee under Paragraphs 106.e or 106.f, then EPA is entitled to demand an amount, as determined by EPA, sufficient to cover the cost of the remaining Work to be performed. Respondents shall, within 7 days of such demand, pay the amount demanded as directed by EPA.

d. Any amounts required to be paid under this Paragraph 109 shall be, as directed by EPA: (i) paid to EPA in order to facilitate the completion of the Work by EPA or by another person; or (ii) deposited into an interest-bearing account, established at a duly chartered bank or trust company that is insured by the FDIC, in order to facilitate the completion of the Work by another person. If payment is made to EPA, EPA may deposit the payment into the EPA Hazardous Substance Superfund or into the Hudson Falls Powerhouse and the Allen Mill Site Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

e. All EPA Work Takeover costs not paid under this Paragraph 109 must be reimbursed as Future Response Costs under Section XIV (Payment of Response Costs).

110. **Modification of Amount, Form, or Terms of Financial Assurance**. Respondents may submit, on any anniversary of the Effective Date or at any other time agreed to by the Parties, a request to reduce the amount, or change the form or terms, of the financial assurance mechanism. Any such request must be submitted to EPA, and it must include an estimate of the cost of the remaining Work, an explanation of the bases for the cost calculation, and a description of the proposed changes, if any, to the form or terms of the financial assurance. EPA will notify Respondents of its decision to approve or disapprove a requested reduction or change pursuant to this Paragraph. Respondents may reduce the amount of the financial assurance mechanism only in accordance with EPA's approval or, if there is a dispute, the

agreement or written decision resolving such dispute under Section XV (Dispute Resolution). Respondents may change the form or terms of the financial assurance mechanism only in accordance with EPA's approval. Within 30 days after receipt of EPA's approval of, or the agreement or decision resolving a dispute relating to, the requested modifications pursuant to this Paragraph, Respondents shall submit to EPA documentation of the reduced, revised, or alternative financial assurance mechanism in accordance with this Section XXV (Financial Assurance).

111. **Release, Cancellation, or Discontinuation of Financial Assurance**. Respondents may release, cancel, or discontinue any financial assurance provided under this Section only: (a) if EPA issues a Notice of Completion of Work under Section XXVIIVIII (Notice of Completion of Work); (b) in accordance with EPA's approval of such release, cancellation, or discontinuation; or (c) if there is a dispute regarding the release, cancellation, or discontinuance of any financial assurance, in accordance with the agreement or final decision resolving such dispute under Section XV (Dispute Resolution).

XXVI. MODIFICATION

112. EPA's Project Coordinators may modify any plan or schedule in writing or by oral direction after conferring with Respondent's Project Coordinator. Any oral modification must be memorialized in writing by Respondents promptly, and EPA must confirm its accuracy in writing for the modification to be effective. Any other requirements of this Settlement Agreement may be modified in writing by mutual agreement of the Parties.

113. If Respondents seek permission to deviate from any approved work plan or schedule, Respondents' Project Coordinator shall submit a written request to EPA for approval outlining the proposed modification and its basis. Respondents may not proceed with the requested deviation until receiving oral or written approval from EPA's Project Coordinators pursuant to Paragraph 112.

114. No informal advice, guidance, suggestion, or comment by an EPA Project Coordinator or other EPA representatives regarding reports, plans, specifications, schedules, or any other writing submitted by Respondents shall relieve Respondents of their obligation to obtain any formal approval required under this Settlement Agreement, or to comply with all requirements of this Settlement Agreement, unless the relevant document is formally modified. The EPA Project Coordinators, either individually or jointly, may extend any deadline under this Settlement Agreement, provided that any such extension shall be in writing (which may include electronic mail).

XXVII. NOTICE OF COMPLETION OF WORK

115. If Respondents believe that all Work and all other activities have been fully performed in accordance with this Settlement Agreement, with the exception of any continuing obligations such as Respondents' obligation to retain records pursuant to Section XI of this Settlement Agreement, Respondents may request that EPA provide them with written notice of completion of the Work. Upon receipt of such a request, EPA will either provide written notice of completion to Respondents indicating that the Work required pursuant to this Settlement

Agreement has been completed and Respondents' obligations hereunder have been satisfied, subject to any continuing obligations, or, if EPA determines that any Work has not been completed in accordance with this Settlement Agreement, EPA will so notify Respondents, provide a list of the deficiencies, and require that Respondents correct such deficiencies. Failure by Respondents to correct such deficiencies shall be a violation of this Settlement Agreement.

XXVIII. INTEGRATION/APPENDIX

116. This Settlement Agreement and its appendix constitute the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement. The parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Settlement Agreement. The following appendix is attached to and incorporated into this Settlement Agreement:

a. "Appendix A" is the description and/or map of the Site.

XXIX. EFFECTIVE DATE

117. This Settlement Agreement shall be effective upon receipt by Respondents after it has been executed by the duly designated representatives of the Parties.

IT IS SO AGREED AND ORDERED:

U.S. ENVIRONMENTAL PROTECTION AGENCY:

July 28, 2022
_____
Dated

Pat Evangelista Digitally signed by Pat Evangelista Date: 2022.07.28 10:18:35 -04'00'
_____
Pat Evangelista
Director, Superfund and Emergency Management Division

Signature Page for Settlement Regarding the Hudson Falls Powerhouse and the Allen Mill Site

FOR Niagara Mohawk Power Corporation **:**
[Print name of Respondent]

July 25, 2022
Dated

[Name] Philip DeCicco
[Title] Vice President & DGC
[Company] Niagara Mohawk Power Corporation
[Address] 2 Hanson Place, Brooklyn, New York

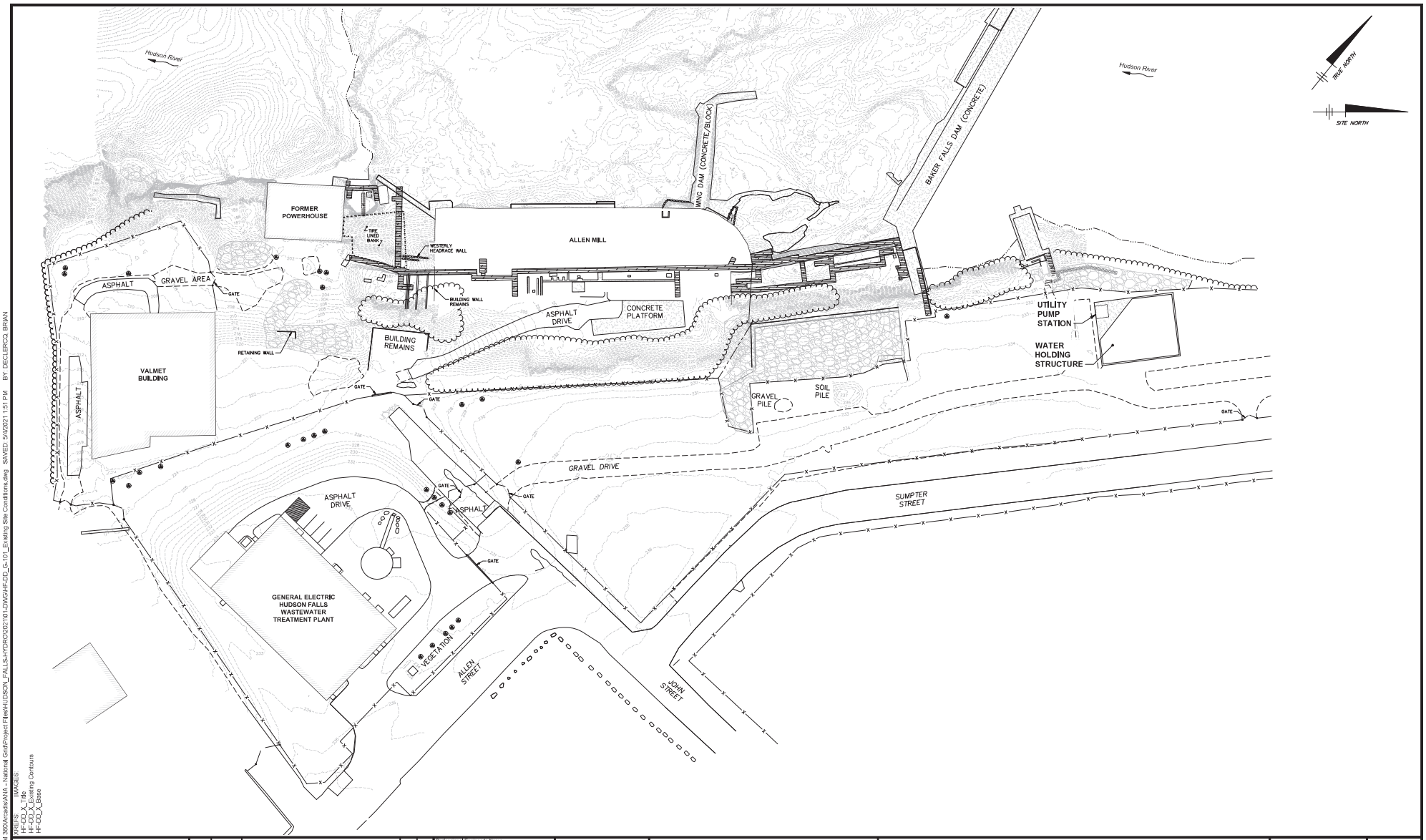
Signature Page for Settlement Regarding the Hudson Falls Powerhouse and the Allen Mill Site

FOR: General Electric Company

Dated: 7/21/2022

Roger Martella
Vice President, Chief Sustainability Officer
General Electric Company

Administrative Settlement Agreement
Index No. CERCLA-02-2022-2010
Appendix A -- Map of the Site



C:\Users\bdeclerco\BIM 360\Arcadis\ANA - National Grid\Project Files\HUDSON_FALLS-HYDRO\0021\07-DWG\HF-DD_C-101_Existing Site Conditions.dwg SAVED: 5/4/2021 1:51 PM BY: DECLERCQ, BRIAN

XREFS: HF-DD_X_TIN IMAGES HF-DD_X_Existing Contours HF-DD_X_Base

1"=40' 40' 0 40' 80'

THIS BAR REPRESENTS ONE INCH ON THE ORIGINAL DRAWING. USE TO VERIFY FIGURE REPRODUCTION SCALE

No.	Date	Revisions	By	Ckd

Professional Engineer's Name: TERRY W. YOUNG
Professional Engineer's No.: 074847-1
State: NY | Date Signed: . | Project Mgr.: JCB
Designed by: TLH | Drawn by: BKD | Checked by: JRG

DRAFT
NOT FOR CONSTRUCTION. WORK IN PROGRESS. FOR DISCUSSION PURPOSES ONLY.

ARCADIS
ARCADIS OF NEW YORK, INC.
NO ALTERATIONS PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUBDIVISION 2 OF THE NEW YORK STATE EDUCATION LAW

NATIONAL GRID • HUDSON FALLS, NEW YORK
POWERHOUSE
DEMOLITION DESIGN

EXISTING SITE CONDITIONS

ARCADIS Project No. 30058171
Date: MAY 2021
ARCADIS
ONE LINCOLN CENTER
110 W FAYETTE STREET
SYRACUSE, NY 13202
TELEPHONE: 315-446-9120

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