

MEMORANDUM OF AGREEMENT

BETWEEN THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION AND THE HAMPTON BAYS WATER DISTRICT

I. INTRODUCTION

A. This Memorandum of Agreement by and between the New York State Department of Environmental Conservation (hereinafter "NYSDEC") and the Town Board of the Town of Southampton, in its capacity as the Commissioners of the Hampton Bays Water District (hereinafter "Water District"), hereinafter collectively referred to as the "Parties," is entered into in recognition of their common interests in addressing impacted groundwater arising from the approximately 2.07-acre Hampton Bays Fire District Site, located at 69 West Montauk Highway, Hampton Bays, New York.

B. The Hampton Bays Fire District Site (hereinafter "Site") is a Class "2" Inactive Hazardous Waste Disposal Site with Site Identification No. 152249. The owner of the Site is the Hampton Bays Fire District (hereinafter "Fire District"). The Fire District is currently under order with the NYSDEC for the remediation of the Site. Based upon the environmental data collected as part of the Remedial Investigation for the Site, NYSDEC has determined that the main contaminants of concern at the Site are perfluorooctanesulfonic acid (PFOS) and perfluorooctanoic acid (PFOA).

C. The Water District is the owner and operator of a Groundwater Filtration System at Plant 1, located at 18 Ponquogue Avenue, Hampton Bays, NY 11946 (which is hydraulically down gradient from the Site). This filtration system includes granular activated carbon (GAC) vessels, which removes PFOS and PFOA from the water prior to delivery to the District's customers.

D. In the event that operations at Plant 1 are terminated, both the NYSDEC and Fire District will need ample opportunity to reassess any treatment options that may be needed for the groundwater portion of the Site remedy.

E. The Parties understand and agree that the wells at Plant 1 are seasonal, and do not operate from approximately October 1st through April 1st ("Seasonal Suspension").

II. PURPOSE

A. The Parties agree that the purpose of this Agreement is to memorialize that both NYSDEC and the Fire District require adequate notice of a long-term or permanent

shutdown of Plant 1 to ensure that the protection of public health and the environment is met.

III. PARTY REPRESENTATIVES/COMMUNICATIONS

A. New York State Department of Environmental Conservation Representative:

Kieran McCarthy, Esq.
New York State Department of Environmental Conservation
Office of General Counsel
625 Broadway, 14th Floor
Albany, N.Y. 12233-1500
kieran.mccarthy@dec.ny.gov

B. Hampton Bays Water District Representative:

James Burke, Esq.
Town Attorney
Town of Southampton
116 Hampton Road
Southampton, NY 11968
jburke@southamptontownny.gov

C. Function of Party Representatives. Each Party's Representative shall serve as primary point of contact between the Parties with respect to the obligations created in this Agreement and any subsequent modification thereto.

IV. NOTIFICATION REQUIREMENTS

A. Should the Water District desire to cease extraction and water supply treatment at Plant 1, it shall give NYSDEC, along with the Hampton Bays Fire District, written notice at least twelve (12) months prior to the cessation of such treatment, so that NYSDEC and the Fire District are provided ample opportunity to evaluate alternatives for future remedial actions. At the end of that 12-month period, the District shall have no obligation to continue to operate or pay for operation of wells at Plant 1.

B. Should the Water District temporarily suspend operations at Plant 1, it shall give NYSDEC, along with the Fire District, written notice of at least ninety (90) days prior to the temporary suspension (including the Seasonal Suspension). This notice shall include anticipated dates by which the Water District expects service to resume. For purposes of this Agreement, "temporary suspension" shall be defined as any and all

planned temporary suspensions of operation (excluding any "unexpected temporary suspensions" defined below).

C. The Water District shall notify NYSDEC, along with the Fire District, written notice within five (5) days, or as soon as practicable, of an unexpected temporary suspension that is expected to require significant time (e.g., more than 15 days) to repair. This notice shall include anticipated dates by which the Water District expects service to resume. For purposes of this Agreement, "unexpected temporary suspension" shall be defined as cessation of treatment for more than thirty (30) days.

D. In the event that an emergency cessation of operation of the filtration system at Plant 1 occurs, within five (5) days after the emergency shutdown, the Water District shall notify the NYSDEC and Fire District. If this emergency shutdown leads to the complete suspension of operation at Plant 1, the above timeframes in paragraph IV. A, shall not apply. The Water District will notify the NYSDEC and Fire District no later than (5) days after the determination that complete suspension occurred pursuant to this paragraph.

IN WITNESS WHEREOF, the Parties hereto have signed this Memorandum of Agreement on the date appearing under their signatures.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

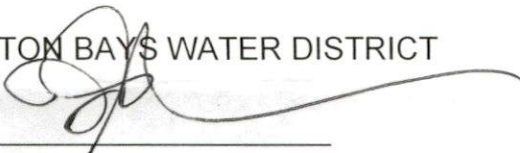
Andrew Guglielmi

~~Thomas S. Berkman~~ *Andrew Guglielmi, Director*
~~General Counsel and Deputy Commissioner~~ *Division of Environmental Remediation*
Department of Environmental Conservation

December 18, 2023

Date

HAMPTON BAYS WATER DISTRICT


SUPERVISOR JAY SCHNEIDERMAN
HBWD COMMISSIONER

11/16/2023
Date



Southampton Town Board

116 Hampton Road
Southampton, NY 11968

Meeting: 11/14/23 01:00 PM

Department: Town Attorney
Category: Agreements, Contracts, Leases
Prepared By: Kathleen Murray

ADOPTED

Initiator: James Burke

Sponsors: Councilman Martel, Councilwoman McNamara

TOWN BOARD RESOLUTION 2023-1290

DOC ID: 44691

Authorize the Supervisor to Execute a Memorandum of Agreement with the New York State Department of Environmental Conservation and the Hampton Bays Water District

WHEREAS, the New York State Department of Environmental Conservation (the "DEC") has requested that the Town Board of the Town of Southampton, in its capacity as the Commissioners of the Hampton Bays Water District (the "Water District"), enter into a Memorandum of Agreement ("MOA") to address impacted groundwater arising from the Hampton Bays Fire District (the "Fire District") site, located at 69 W. Montauk Highway, in the hamlet of Hampton Bays, and consisting of approximately 2.07 acres; and

WHEREAS, indeed, the Fire District has been characterized as a Class "2" Inactive Hazardous Waste Disposal Site by the DEC and, as such, is currently under order with the DEC to remediate the site, with the main contaminants of concern identified by the DEC as perfluorooctanesulfonic acid (PFOS) and perfluorooctanoic acid (PFOA); and

WHEREAS, the Water District is the owner and operator of a Groundwater Filtration System at Plant 1 (the "System"), located at 18 Ponquogue Avenue, in the hamlet of Hampton Bays, which removes PFOS and PFOA from the water prior to delivery to the Water District's customers, and which satisfies the groundwater portion of the DEC's site remedy; and

WHEREAS, in the event that the System operations are terminated, the DEC and the Fire District will need ample opportunity to reassess any treatment options that may be needed for the groundwater portion of the site remedy; and

WHEREAS, the Water District agrees to provide said notice pursuant to the terms articulated within the MOA; now therefore be it

RESOLVED, that the Town Board of the Town of Southampton, in its capacity as the Commissioners of the Hampton Bays Water District, hereby authorizes the Supervisor to execute a Memorandum of Agreement with the New York State Department of Environmental Conservation as it relates to the operation of the Groundwater Filtration System at Plant 1, subject to the review and approval of the Town Attorney's Office.

Financial Impact

None; see resolution text.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Rick Martel, Councilman
SECONDER:	Cynthia McNamara, Councilwoman
AYES:	Schneiderman, McNamara, Martel, Bouvier, Schiavoni