

New York State Department of Environmental Conservation
AGREEMENT
for
TEMPORARY USE AND OCCUPANCY OF PRIVATE PROPERTY
FOR PURPOSE PURSUANT TO
ECL Article 27 § 1313(8)

This agreement made this 3 day of April, 2014 between The Industrial Overall, Inc. ("IO") hereinafter referred to as "owner", and the COMMISSIONER OF THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION FOR THE PEOPLE OF THE STATE OF NEW YORK, hereinafter referred to as "DEC," pursuant to the above cited law,

WITNESSETH:

WHEREAS, the owner represents as follows:

- a. That the owner owns the real property located at 10 Bartels Place, New Rochelle, New York (Tax Map #2-444-01) ("Premises"); and
- b. That said property is leased to tenants occupying the premises and conducting business at the premises.

WHEREAS, said property was, or will be, entered upon and occupied by DEC, its representatives, employees, agents or contractors, for the performance of work thereon for one or more of the purposes set forth in ECL Article 27 §1313(8), and particularly for the purpose of conducting a Remedial Investigation and Interim Remedial Measure(s).

NOW THEREFORE, the parties hereto agree as follows:

1. The owner will permit entry on and use of the property by DEC, its agents, employees, contractors and representatives from the date hereof until August 31, 2014. Such right of entry includes the right to:
 - i. operate a work area;
 - ii. place fencing to secure work area;
 - iii. remove therefrom any material excavated;
 - iv. conduct air, water or soil sampling for analysis;
 - v. remove air, water or soil samples;
 - vi. carry on any activity necessary for the completion of Remedial Investigation and Interim Remedial Measure(s) together with the rights at all times during the duration of this agreement of ingress, egress and regress by the State of New York, its employees, agents; and contractors and/or representatives for the purposes connected with the above work.
2. The Owner may elect to obtain split/duplicate samples. The owner shall inform the representatives of the Department of its election prior to the start of sampling.
3. DEC covenants that all work to be performed hereunder will be done at no cost or expense to the owner; provided, however, this does not constitute a waiver of any rights DEC may have to recover such cost from any responsible party, pursuant to relevant provisions of statutory or common law.
4. Prior to the termination of this agreement, DEC, at its cost and expense, will restore the property to its former condition, by re-seeding and re-vegetating but not including

- replacement of large trees.
5. DEC's contractor has comprehensive general liability insurance for the activities conducted on this site. DEC will cooperate with the owner in pursuing with the insurer any claim that may arise.

THIS AGREEMENT shall inure to the benefit of and bind the distributees, legal representatives, successors and assigns of the parties.

In witness whereof, this agreement has been executed on the day and date first above written.

Robert
Owner

Robert
Owner's Signature*

VP
Owner's Title (if corporation)

New York State Department of Environmental Conservation

by Robert Schick
Robert Schick
Director, Environmental Remediation

Date: 4/3/2014