

ENVIRONMENTAL ACCESS AGREEMENT

THIS ENVIRONMENTAL ACCESS AGREEMENT (this “Agreement”) is entered into as of this 7th day of January, 2014 (the “Effective Date”), by and between the **STATE & MYNDERSE STREET, LLC** (“Owner”) and **ARCADIS OF NEW YORK, INC.** (“ARCADIS”).

RECITALS

WHEREAS, Owner is the owner of that certain real property located at 797 State Street, Schenectady, New York (the “Real Property”).

WHEREAS, the New York State Department of Environmental Conservation (“NYSDEC”) has engaged ARCADIS to undertake an environmental investigation at the former Greener Cleaners site located at 809 State Street, Schenectady, New York, which has been listed as a Class 2 site in the New York State Inactive Hazardous Waste Registry.

WHEREAS, as part of its environmental investigation, ARCADIS desires access to the Real Property to install a new groundwater monitoring well, and to continue groundwater monitoring activities with regard to the existing well at the Real Property known as MW/SB-1105 (the “Monitoring Activities”).

WHEREAS, Owner is willing to grant ARCADIS access to the Real Property to conduct the Monitoring Activities on the following terms and conditions.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and ARCADIS agree as follows:

1. Grant of Access.

(a) Owner grants to ARCADIS and its representatives and agents access to the Real Property to perform the Monitoring Activities for the period running from the Effective Date for a period of one (1) year, subject to the terms and conditions set forth in this Agreement.

(b) ARCADIS shall be provided access to the Real Property to conduct the Monitoring Activities upon forty-eight (48) hours’ notice to Owner. With respect to each entry, ARCADIS shall be provided access to all areas necessary for completing the Monitoring Activities only, and shall abide by the requirements of this Agreement.

(c) Any need for access to the Real Property for a period of time longer than contemplated by this Agreement shall require the advance express written consent of Owner, which reserves the right to withhold such consent in its sole and absolute discretion, and which consent will be governed by the terms of this Agreement. On good cause, as defined by

Owner in its sole and absolute discretion, Owner may provide ARCADIS with written notice not to access the Real Property as of the date and time noticed.

2. Limited Access. The permission granted by this Agreement is exclusively for the purpose of performing the Monitoring Activities, and no other activities or equipment shall be conducted and/or located on the Real Property outside the scope of this Agreement without the advance express written consent of Owner, which reserves the right to withhold such consent in its sole and absolute discretion. ARCADIS may not store or dispose of any substance, material or waste, whether solid, liquid or gas, that is designated by any governmental authority, or prohibited or regulated by any Laws (as defined below), as toxic, reactive, corrosive, ignitable, flammable, infectious, hazardous or otherwise a danger to human health or the environment (“Hazardous Substances”) on or at the Real Property without the advance express written consent of Owner.

3. Compliance with Laws. ARCADIS, its representatives and/or agents shall obtain, at its sole cost and expense, all necessary permits and authorizations from governmental entities and agencies in order to undertake the Monitoring Activities, and comply with all current and future laws, ordinances, orders, directives, rules, regulations, judgments and permits (“Law”) with respect to the performance of the Monitoring Activities. ARCADIS, its representatives and/or agents will properly, and in compliance with all Laws, handle, store, treat, transport and/or dispose of from the Real Property, as necessary, any waste derived from the Monitoring Activities, including, without limitation, soil or groundwater, generated during the Monitoring Activities, and shall list NYSDEC as the generator of any Hazardous Substances on any necessary manifests, profiles or other similar documentation. ARCADIS shall not leave any soil or water generated during performance of the Monitoring Activities at the Real Property without the prior approval of Owner.

4. Non-Interference with Use.

(a) ARCADIS, its representatives and/or agents shall not injure or interfere with Owner, or those holding under them (including, without limitation, tenants, subtenants, agents, employees, guests or invitees), use, occupation or enjoyment of the Real Property. ARCADIS, its representatives and/or agents shall not obstruct or block, without an equivalent alternative, any entry way, driveway or access way of Owner or any tenant, subtenant, agent, employee, guest or invitee who may have to access the Real Property, or some portion thereof, during the execution of the Monitoring Activities, and upon notification of such, shall immediately remove any such obstruction or blockage.

(b) At the expiration or revocation of this Agreement, ARCADIS, at its sole expense and cost, and pursuant to all Laws, shall back-fill any exposed openings, level any disturbed ground and compact the soil to that level of stability equivalent to the remainder of the respective property, re-pave affected areas (if applicable), and otherwise repair and restore the Real Property to the condition that existed prior to ARCADIS’s entry. If ARCADIS fails to promptly restore the Real Property upon expiration or revocation of the Agreement, then Owner, upon notice to ARCADIS, in addition to Owner’s other rights and remedies, may conduct such restoration and removal, and all reasonable expenses incurred by Owner in connection therewith shall be immediately payable by ARCADIS on demand to Owner.

5. Safety and Security Precautions. ARCADIS, its representatives and/or agents shall take all reasonable and necessary safety and security precautions in connection with the Monitoring Activities, including, without limitation, locating underground utilities and addressing all necessary health and safety plans and procedures, to the extent needed. ARCADIS, its representatives and/or agents shall monitor the Monitoring Activities to ensure that it is conducted safely, and that the Monitoring Activities do not present a threat to the health or safety of the persons or property at or near the Real Property. ARCADIS shall immediately correct any condition arising from the Investigation that could adversely affect the health or safety of any persons or property near the Real Property. Owner shall have no responsibility to provide oversight and/or security for the Monitoring Activities. ARCADIS shall be solely responsible for ensuring that ARCADIS, its representatives and/or agents comply with all applicable health and safety Laws and regulations, including, without limitation, the Occupational Safety and Health Act (“OSHA”).

6. Mechanic’s Liens. ARCADIS, its representatives and/or agents shall keep the Real Property free from any mechanic’s, materialman’s or other liens arising out of any work performed, materials furnished or obligations incurred by ARCADIS, its representatives and/or agents. In the event that ARCADIS does not within ten (10) business days, following the imposition of any such lien, cause the same to be released of record, Owner shall have the right, but not the obligation, to cause the same to be released by such reasonable means as Owner shall deem proper, paid by Owner for such purpose, and all reasonable expenses (including, without limitation, reasonable attorneys’ fees and costs) incurred by Owner in connection therewith, shall be immediately payable by ARCADIS on demand to Owner. ARCADIS’s obligations under this Paragraph 6 shall survive the expiration or earlier termination of this Agreement.

7. Confidentiality and Copies of Data and Communications.

(a) Upon Owner’s request, ARCADIS shall provide, at its sole cost and expense, copies of the results of any and all sampling and reports conducted under the terms of this Agreement.

(b) If ARCADIS believes it is compelled by Law to report the presence or release of a Hazardous Substance at the Real Property in addition to those substances being investigated as part of the Monitoring Activities, it shall immediately notify Owner. Owner will then evaluate whether it agrees with ARCADIS’s assertion that a reportable event has occurred. If Owner agrees, it will have the option, but not obligation, to undertake the reporting requirement directly. If Owner does not agree with ARCADIS’s belief that a reportable event has occurred, it will work cooperatively with ARCADIS to address any concerns, and obtain a satisfactory resolution. ARCADIS’s obligations under this Paragraph 8 shall survive the expiration or earlier termination of this Agreement.

8. Indemnity of Owner by ARCADIS. ARCADIS agrees to indemnify, defend, release and hold harmless Owner, and its officers, directors, agents, partners, attorneys, employees, and their respective heirs, successors and assigns, harmless from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses (including, but not limited to, all reasonable expert and attorney’s fees and costs) of any kind or of any nature whatsoever arising out of or resulting from ARCADIS’s, its

representatives' and/or agents' negligent acts, errors or omissions during the execution and performance of the Monitoring Activities. The obligations of ARCADIS under this Paragraph 9 shall survive the expiration or earlier termination of this Agreement. This indemnity shall include, but not be limited to, any claims for property damage to the Real Property and the buildings and equipment located thereon, any injury to Owner or to any of its tenants, subtenants, agents, employees, guests or invitees, and any personal injury and property damage to any other third party or property arising out of or resulting from the Monitoring Activities. The indemnities provided by ARCADIS in favor of Owner in this Agreement shall not require payment as a condition precedent.

9. Insurance. ARCADIS, its representatives and/or agents shall maintain, and shall furnish evidence thereof to Owner, insurance coverages in the amounts listed in this Paragraph 9. ARCADIS shall name Owner as an additional insured under its applicable insurance policies during performance of the Monitoring Activities, and such insurance shall be primary and non-contributory with any insurance which may be carried by Owner; provided, however, that ARCADIS, its representatives and/or agents shall be solely responsible for any deductibles contained in such insurance policies. A certificate evidencing Owner's addition to the applicable insurance policies and endorsements shall be provided to Owner prior to entry on to the Real Property pursuant to this Agreement. Any such policy shall not be cancelable or coverage changed prior to the termination of this Agreement unless thirty (30) days written notice has been given to Owner.

(a) Commercial General Liability Insurance, to include contractual liability, premises liability, and professional/contractors pollution liability coverage, with minimum combined single limits of \$2,000,000 per occurrence on an occurrence form basis.

(b) Workers' Compensation Insurance with statutory limits as required by applicable law, and Employer's Liability Insurance with minimum limits of \$1,000,000.

(c) Business Automobile Liability Insurance, if applicable, with minimum combined single limits of \$2,000,000 per occurrence. Coverage shall include all owned, leased, non-owned and hired automobiles.

9. Notice. Any notice required or permitted to be given hereunder shall be in writing and personally delivered or sent by established courier service or by U.S. certified or registered mail, return receipt required, postage prepaid, or by facsimile, to the respective addresses as set forth below, or to such other place as the parties may from time to time designate by notice to the other. Notice shall be deemed given if by hand delivery, on the date of delivery; if by established courier, on the date of delivery; if by registered or certified mail, on the date indicated on the receipt for delivery; if by facsimile, on the date indicated on the confirmation of transmission. Notices shall be addressed as follows

If to Owner:

State & Mynderse Street, LLC
Attn: James P. McPartlon III
357 Kings Road
Schenectady, New York 12304
Tel: (518) 346-5060
E-mail: jpmcpartlon@mohawkambulance.com

with a copy to:

Hodgson Russ LLP
Attn: Michael J. Hecker, Esq.
140 Pearl Street
Buffalo, New York 14202
Tel: 716-848-1599
E-mail: mhecker@hodgsonruss.com

If to ARCADIS

ARCADIS of New York, Inc.
Attn: Stefan Bagnato, P.G.
855 Route 146, Suite 210
Clifton Park, New York 12065
Tel: (518) 250-7334
E-mail: stefan.bagnato@ARCADIS-us.com

10. Entire Agreement. This Agreement constitutes the complete and exclusive understanding between the parties and supersedes all oral and written prior or contemporaneous communications, agreement and understanding among the parties relating to the subject matter hereof. No alteration, modification, amendment or waiver of this Agreement shall be valid unless it is in writing and signed by all parties hereto.

11. Successor and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns, except that the rights granted herein to ARCADIS are not assignable without the prior written consent of Owner, which reserves the right to withhold such consent in its sole and absolute discretion. Any attempted or purported assignment without such prior written consent shall be null, void and of no force or effect. No permitted assignment shall release the assignor from liability arising from the Monitoring Activities.

12. Execution of Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same Agreement.

13. Attorney's Fees. Should any litigation commence among the parties concerning the rights and duties arising out of this Agreement, the prevailing party in such litigation shall be entitled, in addition to such other relief as may be granted in the litigation, to a reasonable sum as and for its attorney's fees.

14. Informing Representatives. ARCADIS shall ensure that all of ARCADIS's representatives and/or agents who conduct any activities pursuant to this Agreement are informed of and comply with the provisions of this Agreement.

15. Termination. This Agreement shall continue until the time identified in Paragraph 1 of this Agreement. Owner may terminate this agreement at any time for good cause by providing ARCADIS with written notice of its desire to terminate this Agreement. Neither expiration, termination nor cancellation of this Agreement shall release ARCADIS or Owner from their respective obligations, duties or requirements under this Agreement.

16. Relationship of Parties. Nothing in this Agreement shall at any time be construed as to create a relationship of employer and employee, partnership, principal and agent or joint venture between Owner and ARCADIS.

17. Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

18. Construction. The parties acknowledge that each party has reviewed and revised this Agreement and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendment or exhibits hereto.

19. Inaccuracies. No inaccuracies in the recitals hereof concerning the dates, case number or the like shall in any way affect the validity and/or enforceability of this Agreement.

20. Waiver of Covenants or Conditions. The waiver by one party of the performance of any covenant or condition under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by it of any other covenant or condition under this Agreement.

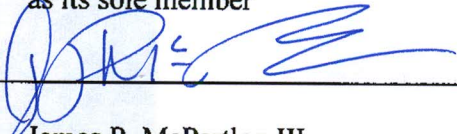
21. Headings. The headings of this Agreement are solely for convenience of reference and should not affect its interpretation.

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IN WITNESS WHEREOF, this Agreement has been executed as of the date first set forth above.

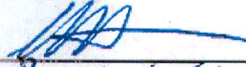
STATE & MYNDERSE STREET, LLC

By: **Parkland Ambulance Service, Inc.**
as its sole member



By: James P. McPartlon III
Title: Vice President & Treasurer
Date: 11/7/14

ARCADIS OF NEW YORK, INC.

By: 
Title: Principal Secretary
Date: 11/7/14