STATE ASSISTANCE CONTRACT NO. C 300941

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
1996 CLEAN WATER / CLEAN AIR BOND ACT
ENVIRONMENTAL RESTORATION PROJECTS-TITLE 5
STATE ASSISTANCE CONTRACT

PROJECT NO.: B00052-4
PROJECT NAME: Former Mohasco Mill Complex
MUNICIPALITY: City of Amsterdam
COUNTY: Montgomery County

This Contract, made between the New York State Department of Environmental Conservation (hereinafter "the Department"), acting for and on behalf of the State, and the City of Amsterdam (hereinafter "the Municipality"), with offices located at City Hall, 61 Church Street, Amsterdam, New York, 12010.

WITNESSETH:

WHEREAS, the Department is authorized by Article 56 of the New York State Environmental Conservation Law (hereinafter the "ECL") to enter into contracts on behalf of the State to provide State Assistance, as defined in paragraph 1 of this Contract; and

WHEREAS, the Legislature has determined that the preservation, enhancement, restoration and improvement of the quality of the State's environment is one of government's most fundamental obligations; and

WHEREAS, the Legislature authorized the Department to enter into Contracts with municipalities to provide State Assistance to them to develop and implement environmental restoration projects approved by the Department for certain properties held in title by them; and

WHEREAS, the Municipality has applied for State Assistance to develop and implement an environmental restoration project, the purpose and scope of which is set forth in Schedule A, which is attached and made a part of this Contract; and

WHEREAS, the Municipality agrees to undertake all work and to comply with all terms and conditions of this Contract; and

WHEREAS, the Municipality has filed with the Department suitable documentation of its decision to apply for State Assistance and to enter into this Contract, and of its authorization of the person signing the same to do so; and

WHEREAS, the Municipality agrees that it will fund its portion of the cost of said Project; and

WHEREAS, the Department's execution of this Contract is made in reliance upon the information provided by, and representations of, the Municipality in its application papers and in this Contract; and

WHEREAS, the Municipality has complied and commits to continue to comply with the requirements for State Assistance to municipalities established under Article 56 of the ECL.

NOW, THEREFORE, in consideration of the mutual covenants, promises, representations and conditions made herein, the parties agree as follows:

1. Definitions:

a. Except as expressly provided herein, terms used in this Contract have the same meanings as those set forth in ECL Article 56.

b. In addition, the following terms shall have the meanings set forth below:

(i) "Approved Activity" means any Investigation or Remediation activity which is part of the Project and has been approved in writing by the Department.

(ii) "Contractor" in Appendices A and B means the Municipality.

(iii) "Disposition of the Property" means the leasing of the Property or the transfer of the Property's title through sale or other means.

(iv) "Eligible Cost" shall have the meaning given to that term in the most recent version of the Department's "Procedures Handbook for Environmental Restoration Projects" available at the time of this Contract.

(v) "Investigation" means a project consisting of a Site Investigation and associated Remedial Alternatives Report and any assistance the Municipality must provide to the Department in the Department's selection of the Property's remedy. The term also includes any Department-approved interim remedial measures needed to undertake the Project or needed to eliminate any potential or actual releases of hazardous substances at, or from, the Property.

(vi) "Parties" means the Department and the Municipality.

(vii) "Project" means the Property's Investigation or Remediation as described in the Workplan.

(viii) "Property" means the real property which is the subject of the Project, the Tax Map identification number for which is as follows: 40.13-4-23.121. The Property's legal description appears as Appendix "C" to this Contract.

(ix) "Remedial alternatives report" is a report that contains an evaluation of options for the remediation of any contamination in, on, or under, or emanating from, the Property that includes an analysis of data and other information concerning the nature and extent of the Property's contamination and is generally performed concurrently, and in an interactive fashion, with the site investigation.

(x) "Remediation" means a Project consisting of the design and implementation of the remedy selected in the Department's record of decision. While implementing the remedy may require continued operation, monitoring, and maintenance of the remedy, the cost of these activities would not be eligible for reimbursement under this contract.

(xi) "Site investigation" means a process undertaken to determine the nature and extent of contamination in, on, and under, and emanating from, the Property. The Site investigation includes the gathering of sufficient information to determine the necessity for, and the selection of the appropriate method of, remediation of contamination in, on, or under, or emanating from the Property.

(xii) "State Assistance" means State money provided under this Contract to the Municipality pursuant to Article 56, Title 5 of the ECL.

(xiii) "Workplan" means a document which describes the purpose, scope, estimated cost, and progress schedule of the Project. The Workplan must include a public participation plan that, at a minimum, satisfies the requirements of ECL 56-0503.2.

2. State Assistance:

a. The Commissioner agrees to reimburse the Municipality on a periodic basis for its Eligible Costs in conducting the Project in an amount not to exceed one hundred and eight thousand one hundred and eight dollars ($ 108,108), which amount has been determined by the Commissioner to be up to 75 percent of the estimated Eligible Cost of such Project; provided that such reimbursements shall not constitute State Assistance and shall be refundable by the Municipality to the Department where:

(i) the work undertaken and performed by the Municipality is not an Approved Activity,

(ii) all work necessary to develop and implement the Project is not completed as approved by the Department.

b. Except as provided in this paragraph 2.b, the total sum of any State Assistance money that shall be disbursed under this Contract shall not exceed the amount set forth in paragraph 2.a of this Contract. However, the Municipality agrees that the "not to exceed" amount set forth in paragraph 2.a is an estimate.

(i) The "not to exceed" amount identified in paragraph 2.a may be increased if there are significant changes in the scope or complexity of an Approved Activity or additional Approved Activity or Activities by an amendment to this Contract. The "not to exceed" amount set forth in paragraph 2.a will not, in any event, be increased unless the Department first reviews the request for an increase and approves it as being necessary to the purpose of the Project, and unless moneys appropriated to provide State Assistance are available under this Contract. In this regard, the Municipality shall submit to the Department for prior approval all Project changes which may substantially alter the scope of, or increase the amount of State Assistance money needed to complete the Project. Requests for increases in the amount of State Assistance must be accompanied by all supporting documentation necessary to justify the increase.

(ii) If the actual Eligible Costs are lower than those used to calculate the above "not to exceed" amount, the parties agree to amend this State Assistance Contract to apply the same percentage shown above to the actual Eligible Costs in order to determine the revised "not to exceed" amount. Upon request by the Department, the Municipality agrees to execute and return the Contract amendment to the Department within 90 days of its receipt of the Contract amendment that will identify the revised "not to exceed" amount.

c. In return, the Municipality agrees to proceed expeditiously with and to complete the Project in accordance with the Workplan approved by the Department, and any revisions thereto, and to carry out its other obligations under this Contract.

d. State Assistance shall be provided to the Municipality in instalments in accordance with Schedule B - Payment Schedule, which is attached and made a part of this Contract. All claims for reimbursement shall be accompanied by a State of New York Standard Voucher and documentation which substantiates the eligibility of costs claimed to date, as required by the Department and the Office of the State Comptroller. The voucher must be signed by the person authorized to sign the Contract for the Municipality, or other duly authorized person.

Five percent shall be retained from each payment so referenced in Schedule B. Payments bringing the total payment amount to 100 percent of the State share of Eligible Costs for the Project may be requested by the Municipality after Department issuance of its record of decision or after the final engineering certification report is acceptable to the Department.

If upon final audit of the Project by the Office of the State Comptroller, the Department determines that overpayment above the amount due has occurred, the Municipality hereby agrees to make full repayment to the State of New York, through the Department and for deposit into the Environmental Restoration Project Account of the Hazardous Waste Remedial Fund within 365 days of notification of the Municipality by the State of such overpayment.

e. (i) Except as provided in paragraph 2.e(ii), in the event that any:

(A) federal payments that pertain to the Project;

(B) responsible party payments and/or other consideration; and/or

(C) any other payments and/or other consideration received with respect to the Project by any other source,

become available which were not included in the calculation of State Assistance pursuant to paragraph 2.a of this Contract, the Municipality shall immediately notify the Department of such availability, the Department shall recalculate the amount of State Assistance accordingly, and the Municipality shall pay to the Department for deposit in the Environmental Restoration Project Account of the Hazardous Waste Remedial Fund the amount by which the State payment actually made exceeds the recalculated State Assistance. If the Municipality shall fail to make such repayment within 365 days of notification, the Municipality agrees that the Department may take measures provided for by the law of the State of New York relating to the recovery of unrepaid State assistance. The Municipality agrees that it will immediately notify the Department in writing of its receipt of reimbursement from other sources for any expenditure for which state assistance may be provided under this Contract.

(ii) In the event that there is a Disposition of the Property or any portion of such Property, in addition to any recalculation of State Assistance under paragraph 2.e(i), the amount of State Assistance shall be recalculated using the value of the Disposition of the Property and the Municipality shall pay to the State for deposit in the Environmental Restoration Project Account of the Hazardous Waste Remedial Fund, in addition to any money that may be required to be paid under paragraph 2.e(i), an amount of money by which the State payment actually made exceeds the recalculated State Assistance. For purposes of this subparagraph, the "value of the Disposition of the Property", or that portion of the Property

that is disposed, consists, if the Property is disposed by transfer of title, of the higher of the Property's sale price or the Property's fair market value at time of sale; or, if the Property is disposed by lease, the higher of the present worth of the stream of rent over a 30 year period beginning the effective date of this Contract or the present worth of the fair market value of the stream of rent over the same 30 year period. However, if the Property is located in an economic development zone or in a zone equivalent area, as those terms are defined in sections 957 and 959(bb), respectively, of the general municipal law; or if the Property is located in a project area that is the subject of a redevelopment plan approved by the Municipality's legislative body under Article 18-B of the general municipal law; or if the Property will be used to maintain or expand the supply of housing for persons of low income and families of low income as section 2 of the private housing finance law defines them, then if the Property is disposed by sale, the "value of the Disposition of the Property", or that portion of the Property that is disposed, consists of the Property's sale price, and if the Property is disposed by lease, the present worth of the stream of rent over a 30 year period beginning the effective date of this Contract.

f. If the Municipality disposes of the Property by sale to a responsible party, such party shall pay to the Municipality, in addition to such other consideration, an amount of money constituting the amount of State Assistance provided to the Municipality under this Contract plus accrued interest and transaction costs and the Municipality agrees to pay that money immediately to the Department for deposit into the Environmental Restoration Project Account of the Hazardous Waste Remedial Fund.

g. In the event that the moneys received from any federal payments and any moneys and/or other consideration received from responsible parties, from disposition of the Property, and/or any other source exceed the Municipality's cost of the Property (which, for purposes of ECL 56-0503.2.d, consists of the Municipality's basis of the Property, which is determined using generally accepted accounting principles, including those approved for municipal entities, and includes taxes owed to the Municipality upon acquisition of title, and the Municipality's costs to maintain the Property, to prepare the Property for disposition, and to dispose of the Property) and the cost of the Project, such excess shall be divided equally between the Municipality and the State of New York, the State share of which shall be deposited into the Environmental Restoration Project Account of the Hazardous Waste Remedial Fund. The Municipality agrees to make immediate payment of such excess moneys to the State upon receipt by the Municipality of such excess moneys.

h. If the Commissioner determines that the Municipality has failed to comply with any of the requirements of applicable State or Federal laws and regulations, or with any of the requirements of this Contract; or if without good cause, as determined by the Department, the Municipality has:

(i) failed to proceed expeditiously with the Project by failing to initiate field work within twelve (12) months of the Department's written approval of its application(or such other time period as the Department may approve on a case-specific basis);

(ii) otherwise failed to proceed with the Project as scheduled;

(iii) failed to complete the Project as approved;

(iv) changed the Project or any portion thereof without the Department's prior written approval,

the Department shall notify the Municipality of such failure, setting forth in writing the reasons for such determination, and shall afford the Municipality a reasonable time within which to cure such failure. Payments under this Contract shall be suspended until the Municipality has cured the failure. If such failure is not eliminated within such period of time, the Department shall notify the Municipality that it is in breach of this Contract. In such case, the Department shall withhold all further State Assistance under this Contract and the Municipality agrees to make repayment of any State Assistance already paid, with interest thereon as provided by law, within 365 days of notification.

3. Recordation and Engineering/Institutional Controls:

a. No later than 45 days after receipt of the duly approved and filed version of this Contract, the Municipality shall record such version of this Contract in the Office of the Recording Officer of the County or Counties where the Property is located and it shall cause the same to be indexed in the Grantor Index under the name of the Municipality if it is the owner, or the owner from whom the Municipality is to acquire the Property, and in the Grantee Index under the name of the Municipality, if it is not the owner, and the State. After recording the Municipality shall provide the Department with evidence of such recording by delivering a certified copy of the recorded Contract to the Department within ten business days following recording.

b. In addition, the Municipality must bind itself and must not enter into a lease concerning, or transfer title to, the Property, or any portion of it, until the Municipality binds itself and its lessees and its successors in title, to the following conditions: that

(i) the Property is remediated under Department oversight in accordance with the Department's record of decision and that the Property is not used for any purpose until it is so remediated (except that the Property may continue to be used for the purpose for which it is being used as of the start of the term of this Contract if the Department determines that the existing state of contamination is such as not to prohibit such use from continuing,

giving due regard for human health and environmental protection);

(ii) if, before the Property's remediation is completed to the Department's satisfaction,

(A) the Municipality wishes to subdivide the Property into separate parcels, it may do so after having submitted a complete application for State assistance to remediate the Property. However, a contaminated parcel of the subdivided Property cannot be used until the Department-determined remedial objectives for that parcel are met to the Department's satisfaction within such time period as the Department may require; and the Municipality must undertake that remediation if State assistance to do so is provided under ECL Article 56, Title 5.

(B) the Municipality's successor in title that itself is not a municipality wishes to subdivide the Property into separate parcels, that successor in title must first agree to remediate all such parcels under Department oversight in accordance with the Department's record of decision and any such parcel cannot be used until such successor in title meets the parcel's Department-determined remedial objectives to the Department's satisfaction within such time period as the Department may require;

(iii) the Property will not be used for any purpose requiring a level of residual contamination lower than that serving as the basis for the remediation identified in the Department's record of decision pertaining to the Property;

(iv) in the event that the Department determines that engineering and/or institutional controls (including deed restrictions) are necessary to allow the Property's contemplated use to proceed or are components of the remedy selected in the Department's record of decision pertaining to the Property, the Municipality will cause the development of a plan and submission to the Department for its review and approval to ensure that such controls are continually maintained in the manner the Department may require. The Municipality and its lessees and successors in title are prohibited from challenging the imposition or continuance of such controls, and failure to implement the Department-approved plan or to maintain such controls constitute a violation of this Contract and for the duration of such failure, ECL 56-0509.1 shall have no force and effect;

(v) the Department will have access to the Property, at times appropriate to the circumstances and subject to the Property's health and safety plan, if any, for purposes of ensuring that the Property is investigated and remediated in accordance with Department-approved plans, that any operation, maintenance, and monitoring plan for the Property's remediation identified in the record of decision is being implemented satisfactorily, that the engineering and/or institutional controls described in subparagraph 3.b.(iv) are continually

maintained in the manner the Department may require, and that the Department may carry out any measures necessary to return the Property to a condition sufficiently protective of human health, in accordance with ECL 56-0509.4; and neither the Municipality nor any of its lessees or successors in title shall interfere with such access.

The Municipality must make this binding commitment by means of a restrictive covenant, a Declaration of Restrictions, or lease provisions which provide that the Department (in addition to the Municipality) may enforce the restrictive covenant, Declaration of Restrictions, or lease provisions, and that the Municipality shall record with the Recording Officer of the County or Counties in which the Property is located within 45 days of the receipt of notice from the Department that the State Comptroller approved this Contract. Such restrictive covenant, Declaration of Restrictions, or lease provisions shall contain: the name of the owner of the Property; a description of the Property and the tax map parcel number of the Property; reference to this Contract; a statement that the terms contained in this Contract and in the restrictive covenant, Declaration of Restrictions, or lease provisions affect the Property and shall run with the land and bind all successive grantees, lessees, sublessees, occupants, and lienors; a statement requiring that any future disposition of the Property or any interest therein, including a security interest, shall make reference to the Contract and to the restrictive covenant, or Declarations of Restrictions, or lease and that such subsequent disposition or security interest is subject to the terms contained in the Contract, restrictive covenant, Declaration of Restrictions, or lease.

c. Further, the Municipality must immediately revise any existing leases concerning the Property, or any portion of it, to ensure that the Property's use will be suspended upon a Department determination that such use cannot continue with sufficient protection of the public health until the conditions giving rise to such determination are addressed to the Department's satisfaction; and the Municipality must provide the Department with access to the Property, at times appropriate to the circumstances and subject to the Property's health and safety plan, if any, for purposes of ensuring that the Property is investigated and remediated in accordance with Department-approved plans, that the operation, maintenance, and monitoring plan for the remedial action selected in the Department's record of decision is being implemented satisfactorily, that the Department may carry out any measures necessary to return the Property to a condition sufficiently protective of human health, in accordance with ECL 56-0509.4, and that neither the Municipality nor any of its lessees or successors in title shall interfere with such access.

4. Recovery from Responsible Parties:

a. The State hereby reserves the right to make all reasonable efforts to recover the full amount of any State Assistance provided under this Contract through litigation brought under Article 56 of the ECL or other statute or under the common law, or through cooperative

agreements, with responsible parties, other than the following:

(i) the Municipality; and

(ii) any successor in title to the Property, any lessee of the Property, and any person that provides financing to the Municipality, such successor in title, or such lessee relative to the remediation, restoration, or redevelopment of the Property, that did not generate, arrange for, transport, or dispose, and did not cause the generation, arrangement for, transportation, or disposal of any hazardous substance located at the Property and did not own the Property before the Municipality acquired title to the Property.

b. The Municipality hereby agrees to assist the Department and/or the State in compelling responsible parties to bear the cost of the Project by providing all information to the Department that identifies the Property's responsible parties as of the start of the term of this Contract and all other information acquired during the course of the Project's implementation.

c. The Municipality may make efforts to recover response costs from responsible parties. The Municipality hereby agrees to provide the Department with timely advance written notice of any negotiations, proposed agreements, proposed settlements or legal action by which recovery is sought. The Municipality further agrees not to commence such legal action nor enter into any such proposed agreement or settlement without the approval of the Department.

5. Public Participation:

The Municipality agrees to implement the public participation plan contained in the Workplan in accordance with its terms.

6. Permit Exemptions:

The Municipality and any successor in title to the Property as described in paragraph 4.a(ii) of this Contract is exempt from the requirement to obtain any State or local permit or other authorization for any activity needed to implement the Project that is conducted on the Property so long as the activity is conducted in a manner which satisfies all substantive technical requirements applicable to like activity conducted pursuant to a permit.

7. Project Insurance:

The Municipality shall, before the start of any Approved Activity, require each consultant, contractor, and subcontractor to secure and deliver to the Municipality a policy (or

policies) of insurance issued by an insurance company licensed to do business in the State and acceptable to the State that shall name the Municipality and the State as additional insureds. *See* Division of Environmental Remediation TAGM 4005, as may be amended, for descriptions of types of insurance required and their minimum limits. The Municipality shall provide the Department with a copy of the applicable certificate(s) of insurance for its review prior to the commencement of the Project. The Municipality shall provide copies of the applicable insurance policies to the Department upon request.

8. Conflict of Interest:

The Municipality shall insert in its contract with its consultant for the Project the clause for conflict of interest found in Appendix B.

9. Project Management:

a. The Municipality shall complete the Project in accordance with Schedule A - Workplan and any amendments to same approved by the Department.

b. The Municipality hereby agrees to register all known petroleum storage tanks on the Property pursuant to 6 NYCRR 612.2, register all known chemical storage tanks on the Property pursuant to 6 NYCRR 596.2, and properly close all such known tanks, if out-of-service, pursuant to 6 NYCRR 613.9 (in the case of petroleum storage tanks) or 6 NYCRR 598.10 (in the case of chemical storage tanks) within the approved SI/RAR Workplan schedule.

c. The Municipality hereby agrees to remove and properly dispose of hazardous substance found to be stored on the Property in containment vessels other than known storage tanks (such as drums, transformers, sumps, and pits), or where petroleum storage tanks or chemical storage tanks are discovered on the Property during the course of the Property's SI/RAR and such tanks contain hazardous substance, in accordance with all applicable state and federal requirements within the approved SI/RAR Workplan schedule.

d. The Municipality hereby agrees to permit the Department to participate in its meetings and conferences with respect to the Project and to submit to the Department such reports, documents, data, contractual documents, administrative records and other information with respect to the Project as the Department may from time to time reasonably request.

e. The Municipality shall seek prior Department approval of any proposal to use the Municipality's employees to perform Project related activities. Municipal administrative costs associated with the Project are not eligible for reimbursement. The Department will not approve such proposals unless the Municipality can demonstrate that the

Municipality's employees possess the necessary competence to perform the work in question and that the work can be more economically performed and done on a timely basis by the use of the Municipality's employees. The cost of any work performed by the Municipality's employees which has not received prior written Department approval shall be excluded from the Project's Eligible Cost used to calculate the State Assistance for the Project. If written Department approval is given to use the Municipality's employees for a specified task or activity, the Municipality shall maintain such records as the Department may require to document the costs of such use.

10. Contemplated Use:

The Municipality represents that the Property will be used for a park/business office complex ("the Contemplated Use"), and the Municipality agrees for itself and for its lessees and successors in title that any proposed change to the Contemplated Use shall be governed by the provisions of ECL 56-0511 and any regulation of the Department implementing such statute.

11. Inspection:

In addition to subparagraph 3.b(v), the Municipality shall provide the Department unrestricted access to field work during the preparation and progress thereof and shall allow the Department to periodically inspect the Project site to ensure that the use of the Property complies with the terms and conditions of this Contract. The Municipality shall require that provisions be included in all contracts and subcontracts relating to the Project for unrestricted access and inspection by the Department.

12. Compliance with Applicable Laws:

Except with respect to permits waived under paragraph 6 of this Contract, all work performed in relation to the Project by the Municipality or its agents, representatives, or contractors shall conform to all applicable Federal, State and local laws, ordinances, rules and regulations, and standards, including permit requirements. This Contract does not constitute a permit and does not confer upon the applicant the right to engage in the Contemplated Use or any other use of the Property for any particular purpose.

13. Signs:

In recognition of the State Assistance provided for the Project, the Municipality shall ensure that any identifying signs will note that portions of the Project were assisted by the State under the Clean Water / Clean Air Bond Act of 1996.The project sign specifications are attached to and made a part of this Agreement. The project sign shall remain in place during

the investigation and construction period.

14. No Waiver of Remedies:

The Municipality and, except as provided in paragraph 2.h of this Contract, the State shall not be required to make any demand upon, or pursue or exhaust any of its rights or remedies against the Municipality or the State. No delay or omission on the part of either party in exercising any right under this Contract shall operate as a waiver of such right or of any other right under this Contract. A waiver on any occasion shall not be construed as a bar to or a waiver of any right and/or remedy on any other occasion. No waiver or consent shall be binding unless it is in writing and executed by the Department and the Municipality.

15. Appendices and Schedules:

Appendix A, "Standard Clauses for All New York State Contracts"; Appendix B, "Standard Clauses for All New York State Department of Environmental Conservation Contracts"; Rider to Appendix B; Appendix C, "Legal Description of Property"; together with Schedules A and B, are attached to and hereby made a part of this Contract as if set forth fully herein.

16. Totality of Contract; Severability:

This Contract contains all of the provisions, conditions, and promises agreed to between the parties. If any section, paragraph, sentence, clause or word of this Contract shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such shall not affect the remainder of this Contract; and this Contract shall be construed and enforced consistent with this express purpose, as if such invalid or unenforceable section or paragraph, sentence, clause, or word had not been contained herein.

17. Term and Effective Date:

The term of this Contract shall start on January 27, 1998. This Contract shall end on December 31, 1999. This Contract will be effective upon approval and filing by the State Comptroller in accordance with Section 112 of the State Finance Law.

18. Amendments:

This Contract including the Appendices and Schedules attached hereto, may be amended only by a written instrument signed by both parties and approved by the State Comptroller.

CONTRACT NUMBER C 300941

IN WITNESS WHEREOF, the parties have signed this Contract on the day and year indicated beneath their respective signatures. The signatory for the Department provides the following Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

FOR MUNICIPALITY

By: _____

Title: Mayor

Date: 12/7/98

State of New York)
County of Montgomery) s.s.:

On the 30th day of December 1998, before me personally came John M. Basiliere, Jr. to me known, who being duly sworn, did depose and say that he is the Mayor of the City of Amsterdam, the political subdivision or agency thereof described in and which executed the above instrument; that _____ knows the seal of said political subdivision; that the seal affixed to said instrument is such seal; that it was so affixed by order, resolution or other authority of _____ of said political subdivision and that _____ signed _____ name by that authority.

Jane DiCapro

Notary Public

JANE DiCAPRIO
Notary Public For New York
Montgomery County Reg. #01D15019667
My Comm. Expires Oct. 25, 19 99

Recommended:

By: _____

Title: DIR, DER

Date: 1/27/99

APPROVED AS TO FORM
NYS ATTORNEY GENERAL

Approved as to Form:

MAR - 8 1999

By: _____

For Attorney General

PETER FAVRETTO
ASSOCIATE ATTORNEY

Date: _____

FOR DEPARTMENT

By: _____

Title: DIRECTOR OF MANAGEMENT & BUDGET

Date: 2/23/99

Approved:

By: _____

For State Comptroller

MAR 18 1999

Date: _____

This contract is not effective until it is approved by the State Comptroller and filed in his office (Section 112, State Finance Law).

Rider to
Appendix B
Standard Clauses for All
New York State Department of
Environmental Conservation
Contracts

FOR ENVIRONMENTAL RESTORATION PROJECTS

The parties to this contract hereby agree that clause II of this Appendix B is hereby revised to read as follows:

II. The Contractor agrees that it will indemnify and save harmless the Department and the State of New York from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments, of every nature and, description brought or recovered against it by reason of any acts or omissions of the Contractor, its agents, employees, or subcontractors in the performance of this contract which are shown to have been the result of negligence, gross negligence or reckless, wanton or intentional misconduct; except that the Contractor shall not be obligated to so indemnify and save harmless with respect to those matters described in ECL 56-0509.1 during those periods in which the protection afforded under ECL 56-0509.1 is in effect.

Department of Environmental Conservation

Dated: 2/23/99

By: _____
Director of Fiscal Management

City of Amsterdam
(Municipality's Name)

Dated: 12/7/98

By: _____
Municipal Representative

CERTIFICATION OF TRANSCRIPT

STATE OF NEW YORK
AMSTERDAM CITY CLERK'S OFFICE

I, Jane DiCaprio, City Clerk and Clerk of the Common Council of the City of Amsterdam, do hereby certify that I have compared the foregoing copy of RESOLUTION #97/98-106 RESOLUTION AUTHORIZING MAYOR TO ACT ON BEHALF OF THE CITY OF AMSTERDAM REGARDING MOHASCO PROJECT IN CONNECTION WITH THE CLEAN WATER/CLEAN AIR BOND ACT OF 1996 with the original thereof On file in the City Clerk's Office, 61 Church Street, Amsterdam, NY 12010 and that the same is a correct transcript therefrom and of the whole of such original Resolution #97/98-106

In Witness Whereof, I have hereunto set my hand and affixed the seal of the City, at Amsterdam this 14th day of Oct. A.D. 1997

Jane DiCaprio
CITY CLERK

CITY OF AMSTERDAM
COMMON COUNCIL MEETING
OCTOBER 7, 1997

RESOLUTION #97/98-106

RESOLUTION AUTHORIZING MAYOR TO ACT ON BEHALF OF THE CITY OF AMSTERDAM REGARDING MOHASCO PROJECT IN CONNECTION WITH THE CLEAN WATER/CLEAN AIR BOND ACT OF 1996

BY: *MAYOR DUCHESSI*
Motion by Alderman Martuscello

WHEREAS, the City of Amsterdam, herein called the "Municipality", after thorough consideration of the various aspects of the problem and study of available data, has hereby determined that certain work, as described in its application and attachments, herein called the "Project", is desirable, is in the public interest, and is required in order to implement the Project, and

WHEREAS, Article 56 of the Environmental Conservation Law authorizes State assistance to municipalities for environmental restoration projects by means of a contract and the Municipality deems it be in the public interest and benefit under this law to enter into a contract therewith; and

WHEREAS, during the 1997 and 1998 fiscal year, Brownfields funding will be available only for investigation activity, and

WHEREAS, remediation funding will be available in future years, and

WHEREAS, the Bond Act provides 75% funding for Brownfields investigation, and

WHEREAS, the Amsterdam Urban Renewal Agency has received an encouraging response regarding the environmental investigation and cleanup of the Mohasco site, and

WHEREAS, the City of Amsterdam would need to provide a 25% local

match, and

WHEREAS, the deadline for submission of the grant application is October 20, 1997, now, therefore be it

RESOLVED, that the City of Amsterdam is authorized to commit to 25% of the cost of the project, and be it further

RESOLVED, that the Department of Community and Economic Development, with technical assistance from the City Engineering Department will prepare this application, and be it further

RESOLVED, that the Community and Economic Development Department will prepare the application, and be it further

RESOLVED, that the Community and Economic Development Department will contract with Orion Management for research purposes and technical assistance, at a rate not to exceed $1,360.00, and be it further

RESOLVED, that the Mayor is the representative authorized to act in behalf of the Municipality's governing body in all matters related to State assistance under ECL Article 56, Title 3. The representative is also authorized to make application, execute the State Assistance Contract, submit Project documentation, and otherwise act for the Municipality's governing body in all matters related to the project and to State assistance, and be it further

RESOLVED, that the Municipality agrees that it will fund its portion of the cost of the Project and that funds will be available to initiate the Project's field work within twelve (12) months of written approval of its application by the Department of Environmental Conservation, and be it further

RESOLVED, that one (1) certified copy of this Resolution be prepared and sent to the Albany office of the New York State Department of Environmental

Conservation together with the Application for State Assistance Payments, and be it further

RESOLVED, that this resolution shall take effect immediately.

ADOPTED:

APPROVED:

DATED: October 7, 1997

JOHN M. DUCHESSI, JR., Mayor

COMMON COUNCIL
CITY OF AMSTERDAM, N.Y.

MAYOR DUCHESSI	AYE	NO
ALD DeCUSATIS	✓	
ALD HALGAS	✓	
ALD IANNUZZI	✓	
ALD SMITH	✓	
ALD MARTUSCELLO	✓	

Motion carried

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
1996 CLEAN WATER / CLEAN AIR BOND ACT
ENVIRONMENTAL RESTORATION PROJECTS-TITLE 5

SCHEDULE A: WORKPLAN

State Assistance Contract Project #: _____

PROJECT NAME: Former Mohasco Mill Complex

MUNICIPALITY: City of Amsterdam

COUNTY: Montgomery

General Purpose:

The general purpose of this project is to undertake all activities necessary to complete the Project required by this Contract signed between the State of New York and the City of Amsterdam.

General Scope:

The SI/RA will involve all tasks necessary to investigate the site conditions, determine the public health and environmental impacts of the site, and to utilize this information to develop and evaluate appropriate remedial actions. During the SI/RA, the Municipality will also remove and properly dispose of hazardous substances within all containment vessels, such as drums, tanks and transformers, located on the property.

Specific tasks include: work plan development, site characterization, investigation of off-site impacts, an exposure assessment, development of alternatives, screening of alternatives, post-screening field work, detailed analysis of alternatives, data validation, and citizen participation. Data collection and analysis will provide a sufficient basis for the NYSDEC to prepare a Proposed Remedial Action Plan and present it to the public.

Upon approval of a project-specific work plan by the NYSDEC, it will be attached to and made part of this contract.

General Eligible Cost estimates:

The Project's general estimated Eligible Cost is $ 144,144. This figure is a reasonable estimate based upon existing knowledge of the Property and the cost estimate provided by the Municipality.

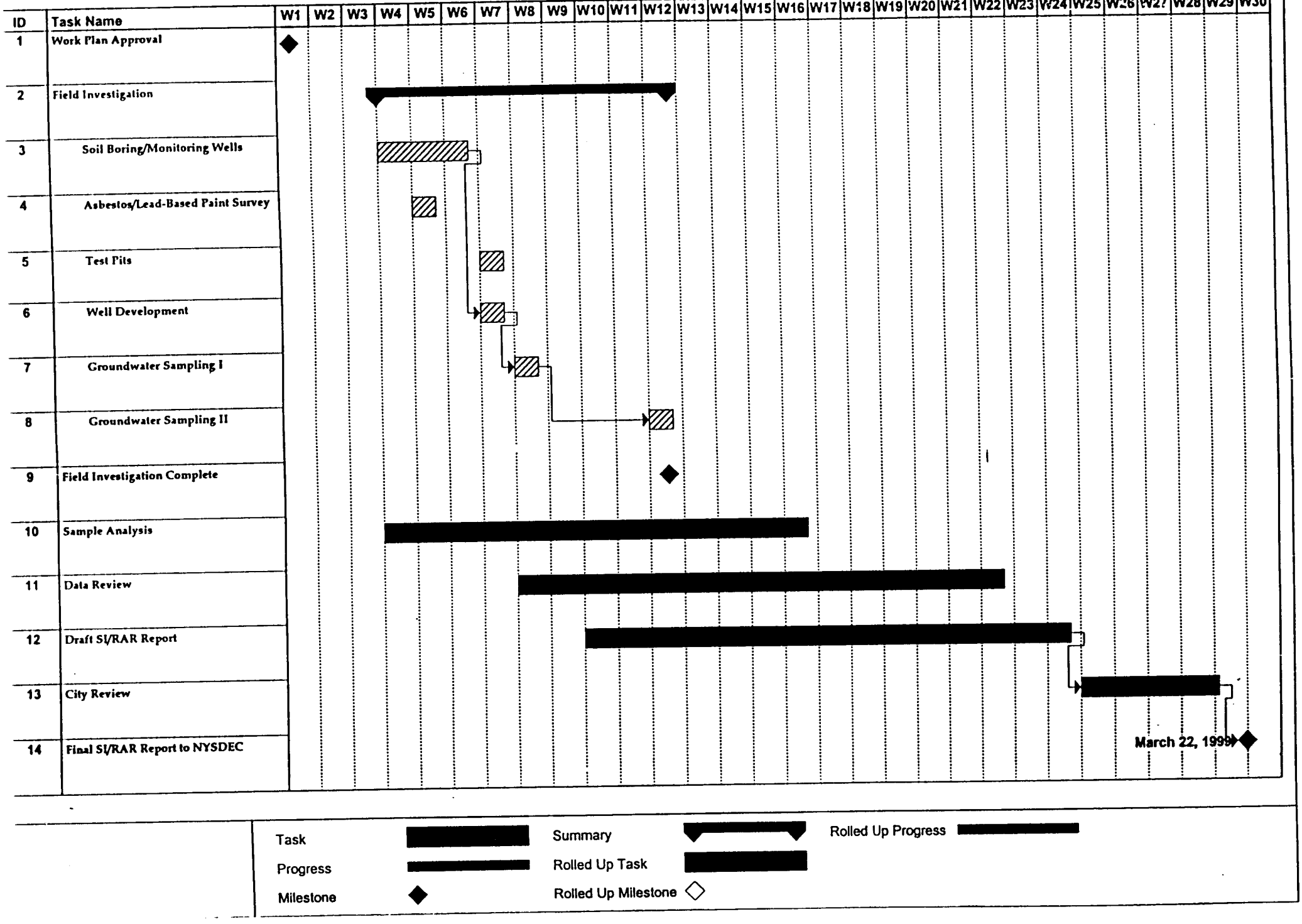
estimated total Eligible Cost:	$ 144,144
estimated Grant Amount:	$ 108,108

Estimated progress schedule: 23 months

Attached to this schedule is a detailed progress schedule (Attachment A) for the Project.

Attachment A

Project Schedule
Former Mohasco Mill Complex



NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
1996 CLEAN WATER / CLEAN AIR BOND ACT
ENVIRONMENTAL RESTORATION PROJECTS-TITLE 5

SCHEDULE B: PAYMENT SCHEDULE

State Assistance Contract Project #: _____

PROJECT NAME: Former Mohasco Mill Complex

MUNICIPALITY: City of Amsterdam

COUNTY: Montgomery

Requests for payment will be submitted on a quarterly basis (every three months). An initial payment request may be made upon notification of approval and filing of this Contract by the Office of State Comptroller, to reimburse Eligible Costs accumulated between the date of approval of the Application and the date of execution of this Contract.

A five percent (5%) retainage will be withheld at the discretion of the Department from all payment requests until the completion of the Project. Retainages will be released when the Department issues its record of decision concerning the Property or after the final engineering certification report is acceptable to the Department.

APPENDIX A
STANDARD CLAUSES FOR ALL
NEW YORK STATE CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $10,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason or race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its

subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such

number or numbers.

(b) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of State Accounts, Office of the State Comptroller, AESOB, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law, if this contract is: (i)a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) the Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law Section 165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Dept. Of Economic Development
Division of Small Business
One Commerce Plaza
Albany, New York 12245

A directory of certified minority and women-owned business enterprises is available from:

NYS Dept. Of Economic Development
Minority & Women's Business Devlpmt Div.
One Commerce Plaza
Albany, New York 12245

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount

is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a state that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 amendments (Chapter 684, Laws of 1994) require that they be denied contracts which they would otherwise obtain. Contact the NYS Department of Economic Development, Division for Small Business, One Commerce Plaza, Albany, New York 12245, for a current list of states subject to this provision

Revised December 1996

APPENDIX B

Standard Clauses for All New York State Department of Environmental Conservation Contracts

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the New York State Department of Environmental Conservation (hereinafter "Department").

I. The Department shall have the right to postpone, suspend, abandon or terminate this contract, and such actions shall in no event be deemed a breach of contract. In the event of any termination, postponement, delay, suspension or abandonment, the Contractor shall deliver to the Department all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to guarantees, warranties, as-built plans and shop drawings. In any of these events, the Department shall make settlement with the Contractor upon an equitable basis as determined by the Department which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions applicable to postponement, suspension or termination of the contract.

II. The Contractor agrees that it will indemnify and save harmless the Department and the State of New York from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of any omission or act of the Contractor, its agents, employees, or subcontractors in the performance of this contract. The Department and the State of New York may retain such monies from the amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like, which is asserted against the Department and/or the State of New York.

III. (a) Conflict of Interest. To the best of the Contractor's knowledge and belief, the Contractor warrants that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the Department.

(b) An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, either result in an unfair competitive advantage to the Contractor or impair or appear to impair the Contractor's objectivity in performing the work for the Department.

(c) The Contractor agrees that if an actual, apparent, or potential organizational conflict of interest is discovered at any time after award, whether before or during performance, the Contractor will immediately make a full disclosure in writing to the Department. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Department, to avoid, mitigate, or minimize the actual or potential conflict.

(d) Remedies - The Department may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational or personal conflict of interest, or an unauthorized disclosure or information. If the Contractor was aware of a potential conflict of interest prior to award, or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Department, the Department may terminate the contract, or pursue such other remedies as may be permitted by the terms of Clause I of this Appendix or other applicable provisions of this contract regarding termination.

(e) In addition to the requirements of the above clauses with respect to "Organizational Conflicts of Interest," the following provision with regard to employee personnel performing under this contract shall apply until the earlier of the termination date of the affected employee(s) or the duration of the contract.

The Contractor agrees to notify the Department immediately of any actual, apparent or potential personal conflict of interest with regard to any employee, subcontractor employee, or consultant working on or having access to information regarding this contract, as soon as Contractor becomes aware of such conflict. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair or appear to impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. The Department will notify the Contractor of the appropriate action to be taken.

(f) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies.

(g) The Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual, apparent or potential conflicts of interest, both personal and organizational, have been reported to the Department. Such certification must be signed by a senior executive of the Contractor and submitted in accordance with instructions provided by the Department. Along with the annual certification, the Contractor shall also submit an update of any changes in the conflict of interest plan submitted with its proposal for this contract. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter. The certification is to be submitted no later than 45 days after the close of the previous certification period covered.

(h) The Contractor recognizes that employees in performing this contract may have access to data, either provided by the Department or first generated during contract performance, of a sensitive nature which should not be released without Department approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all employees working on requirements under this contract including subcontractors and consultants. Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to the Department, Department of Health or the New York State Department

of Law, any information or data provided by the Department or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the Department. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the contractor must provide immediate advance notification to the Department so that the Department can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(i) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder (except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services) provisions which shall conform substantially to the language of this clause, including this paragraph (i), unless otherwise authorized by the Department.

If this is a contract for work related to action at an inactive hazardous waste site, the following paragraph shall apply:

(j) Due to the scope and nature of this contract, the Contractor shall observe the following restrictions on future hazardous waste site contracting for the duration of the contract.

(1) The Contractor will be ineligible to enter into a contract for remedial action projects for which the Contractor has developed the statement of work or the solicitation package.

(2) The Contractor, during the life of the work assignment and for a period of five (5) years after the completion of the work assignment, agrees not to enter into a contract with or to represent any party with respect to any work relating to remedial activities or work pertaining to a site where the Contractor previously performed work for the Department under this contract without the prior written approval of the Department.

(3) The Contractor agrees in advance that if any bids/proposals are submitted for any work for a third party that would require written approval of the Department prior to entering into a contract because of the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk, and no claim shall be made against the Department to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

IV. All requests for payment by the Contractor must be submitted on forms supplied and approved by the Department. Each payment request must contain such items of information and supporting documentation as are required by the Department, and shall be all-inclusive for the period of time covered by the payment request.

V. To the extent that federal funds are provided to the Contractor or used in paying the Contractor under this contract, the Contractor agrees that it will comply with all applicable federal laws and regulations, including but not limited to those laws and regulations under which the Federal funds were authorized. The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform substantially to the

language of this clause, including this paragraph.

VI. The Contractor shall have the status of an independent contractor. Accordingly, the Contractor agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out as, nor claim to be, an officer or employee of the Department by reason of this contract. It further agrees that it will not make any claim, demand or application to the Department for any right or privilege applicable to an officer or employee of the Department, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

VII. The terms contained in this clause shall have the definitions as given in, and shall be construed according to the intent of Article 15-A of the Executive Law, 9 NYCRR Part 540, et. seq., Article 52 of the Environmental Conservation Law and 6 NYCRR Part 615, et. seq., as applicable, and any goals established by this clause are subject to the intent of such laws and regulations.

(a) If the maximum contract price herein equals or exceeds $25,000, and this contract is for labor, services, supplies, equipment, or materials; or

If the maximum contract price herein equals or exceeds $100,000 and this contract is for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon;

The affirmative action provisions and equal employment opportunity provisions contained in this paragraph and paragraphs b-f of this clause shall be applicable within the limitations established by Executive Law §§312 and 313 and the applicable regulations.

(1) The Contractor is requested to make good faith efforts to subcontract at least 6% of the dollar value of this contract to Minority Owned Business Enterprises (MBEs) and at least 6% of such value to Women Owned Business Enterprises (WBEs).

(2) The Contractor is requested to make good faith efforts to employ or contractually require any subcontractor with whom it contracts to make good faith efforts to employ minority group members for at least 10% of, and women for at least 10% of, the workforce hours required to perform the work under this contract.

(3) The Contractor is requested to make good faith efforts to solicit the meaningful participation by enterprises identified in the NYS Directory of Certified Businesses provided by the Governor's Office of Minority and Women's Business Development.

(b) The Contractor agrees to include the provisions set forth in paragraph (a) above and paragraphs (a), (b), and (c) of clause 12 of Appendix A in every subcontract in such a manner that the provisions will be binding upon each subcontractor as to work under such subcontract. For the purpose of this paragraph, a "subcontract" shall mean an agreement providing for a total expenditure in excess of $25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon in which a portion of the Contractor's obligation under a State contract is undertaken or assumed.

(c) The Contractor is requested to make good faith efforts to utilize the MBE/WBEs identified in the utilization plan to the extent indicated in such plan, and otherwise to implement it according to its terms. The Contractor is requested to report on such implementation periodically as provided by the contract, or annually, whichever is more frequent. The Contractor also agrees to incorporate into any contract with subcontractors, provisions applicable to recordkeeping, reporting, notice requirements and actions suggested by the Department to implement the utilization plan, and the intent of the Executive Law Article 15-A, the regulations promulgated thereunder, and other applicable law and regulations.

(d) The Contractor hereby agrees to comply with the intent of the applicable provisions of Executive Law Article 15-A and the regulations promulgated thereunder. Executive Law §§312 and 316 are hereby incorporated by reference.

VIII. Prior to the commencement of any work under this contract, the Contractor is required to meet all legal requirements necessary in the performance of the contract. This includes but is not limited to compliance with all applicable federal, state and local laws and regulations promulgated thereunder. It is the Contractor's responsibility to obtain any necessary permits, or other authorizations. By signing this contract, the Contractor affirmatively represents that it has complied with said laws, unless it advises the Department otherwise, in writing. The Department signs this contract in reliance upon this representation.

During the term of this contract, and any extensions thereof, the Contractor must remain in compliance with said laws. A failure to notify the Department of noncompliance of which the Contractor was or should have been aware, may be considered a material breach of this contract.

IX. The following steps, or as many as are necessary to resolve the dispute between the Department and the Contractor, are prescribed.

The Contractor specifically agrees to submit, in the first instance, any dispute relating to this contract to the designated individual, who shall render a written decision and furnish a copy thereof to the Contractor and the Department. The Contractor must request such decision in writing no more than fifteen days after it knew or should have known of the facts which are the basis of the dispute. The decision of the designated individual shall be final and conclusive unless the Contractor files a written appeal of that decision with the designated appeal individual within twenty days of receipt of that decision.

The designated appeal individual shall review the record and the decision and confirm or reverse the initial decision in writing, in accordance with the Divisional contract resolution procedures in effect at that time.

The decision of the designated appeal individual shall be final and conclusive unless the Contractor files a written appeal of that decision with the Chair of the Contract Review Committee within twenty days of receipt of that decision.

The designated individual to hear disputes is:

Mr. William Daigle
Acting Bureau Director, BCRA
NYSDEC,50 Wolf Road,
Albany, New York 12233-7010
Phone: (518)457-5677

The designated appeal individual to review decisions made regarding disputes is:

Mr. Thomas Quinn
Assistant Division Director, DER
NYSDEC,50 Wolf Road,
Albany, New York 12233-7010
Phone: (518)457-0730

The Chair of the Contract Review Committee is:

Department of Environmental Conservation
Richard K. Randles, Chair
Contract Review Committee
50 Wolf Road, Room 674
Albany, NY 12233-5010
Telephone: (518) 457-1141

The Chair of the Contract Review Committee shall convene a fact-finding proceeding in accordance with the Committee's established contract dispute resolution guidelines. The proceeding will provide the Contractor with an opportunity to be heard and to submit additional written support of its position. The Committee shall make a recommendation to the Division Director who shall render the agency determination, subject to the final approval of the Deputy Commissioner for Administration.

This decision shall be subject to review only pursuant to Article 78 of the Civil Practice Law and Rules. Pending final determination of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract in accordance with the decision of the designated individual. Nothing in this Contract shall be construed as making final the decision of any administrative officer upon a question of law.

Notwithstanding the foregoing, the following shall be subject to review by the Contract Review Committee, at the option of the Contractor: Disputes arising under Article 15-A of the Executive Law (Minority and Women Owned Business participation), the Department's determination with respect to the adequacy of the Contractor's Utilization Plan, or the Contractor's showing of good faith efforts to comply therewith. A request for a hearing before the Committee should be made, in writing, within twenty days of receipt of the Department's determination.

The Committee will promptly convene a hearing in accordance

with Article 15-A of the Executive Law and the regulations promulgated thereunder.

The decision of the Deputy Commissioner for Administration shall be a final agency determination, reviewable in accordance with said Article 78 of the Civil Practice Law and Rules.

X. (a) When appropriate, the Contractor shall post, in a location designated by the Department, a copy of the New York State Department of Labor schedules of prevailing wages and supplements for this project, a copy of all re-determinations of such schedules for the project, the Workers' Compensation Law Section 51 notice, all other notices required by law to be posted at the site, the Department of Labor notice that this project is a public work project on which each worker is entitled to receive the prevailing wages and supplements for their occupation, and all other notices which the Department directs the Contractor to post. The Contractor shall provide a surface for such notices which is satisfactory to the Department. The Contractor shall maintain such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. Contractor shall post such notices before commencing any work on the site and shall maintain such notices until all work on the site is complete.

(b) When appropriate, contractor shall distribute to each worker for this Contract a notice, in a form provided by the Department, that this project is a public work project on which each worker is entitled to receive the prevailing wage and supplements for the occupation at which he or she is working. Worker includes employees of Contractor and all Subcontractors and all employees of suppliers entering the site. Such notice shall be distributed to each worker before they start performing any work of this contract. At the time of distribution, Contractor shall have each worker sign a statement, in a form provided by the Department, certifying that the worker has received the notice required by this section, which signed statement shall be maintained with the payroll records required by the following paragraph (c).

(c) Contractor shall maintain on the site the original certified payrolls or certified transcripts thereof which Contractor and all of its Subcontractors are required to maintain pursuant to the New York Labor Law Section 220. Contractor shall maintain with the payrolls or transcripts thereof, the statements signed by each worker pursuant to paragraph (b).

XI. In accordance with State Law (Chapter 55 of the Laws of 1992), the Department has the authority to administratively offset any monies due it from the Contractor, from payments due to the Contractor under this contract.

XII. The contractor agrees that if selected as the lowest bidder, the contractor will stipulate concerning adherence to the MacBride Fair Employment Principles, as prescribed by Chapter 807, of the Laws of 1992. Section 174-B of the State Finance Law requires that before entering into certain State contracts, persons or entities stipulate that they either (1) have no business operations in Northern Ireland or (2), if so engaged, will conduct such operations in accordance with the MacBride Fair Employment Principles.

For contracts competitively bid, if the lowest responsible bidder fails to stipulate as required by Section 174-B, and another

bidder, whose bid price for goods, services or construction of comparable quality is within five percent of the lowest bid, has so stipulated, the contracting entity shall refer such bids to the Office of General Services. The purpose of such referral is a determination by the Commissioner of General Services whether it is in the best interests of the State to reject the low bid and to award the contract to another qualifying bidder.

XIII. Pursuant to Section 167-B of the State Finance Law, unless otherwise exempted, any bid, proposal or other response to a solicitation for bid or proposal which proposes or calls for the use of any tropical hardwood or other tropical wood product in performance of the contract shall be deemed non-responsive.

XIV. In the event of a conflict between the terms of this Appendix B and the terms of the Contract (including any and all attachments thereto and amendments thereof, but not including Appendix A), the terms of this Appendix B shall control. In the event of a conflict between the terms of this Appendix B and Appendix A, the terms of Appendix A shall control.

Appendix C

Legal Description of the Property

THE CITY OF AMSTERDAM

OFFICE OF THE CORPORATION COUNSEL

Philip V. Cortese
Corporation Counsel

John N. Clo
Assistant Corporation Counsel

17 Mohawk Place
Amsterdam, New York 12010

Telephone 518-843-5622
Fax 518-843-5674

STATE OF NEW YORK)
COUNTY OF MONTGOMERY)ss.:

I, Philip V. Cortese, Esq., being an attorney duly admitted to the practice of law in the State of New York, affirm under the penalties of perjury the following:

1. That I am an attorney for the City of Amsterdam, the Municipality which is the applicant for State Assistance pursuant to Title 5 of Article 56 of the Environmental Conservation Law to undertake an Environmental Restoration Project known as the "Mohasco Complex" Project;

2. That the property located at the corner of Forest Avenue and Lyon Street, Amsterdam, New York 12010, County of Montgomery which is the subject of the Project is more particularly described in the attached deed;

3. That I hereby certify to the Commissioner of Environmental Conservation that I have examined or caused to be examined the title to the Property, and that I have approved the same, and that as of the date of this affirmation a good and marketable title thereto in fee is vested in and may be conveyed by the City of Amsterdam.

4. That annexed hereto is a certified copy of the deed whereby such title to the Property was conveyed to the City of Amsterdam, and that I hereby certified to the Commissioner of Environmental Conservation that the property title to which is conveyed by said deed is identical to the Property which is the subject of the Project; and

5. I make this affirmation to be attached as an exhibit and incorporated by reference into such application.

PHILIP V. CORTESE, ESQ.

Sworn to before me this 19
day of November, 1998.

Notary Public

c:ltmohasco

PATTI R. VANALSTYNE
Notary Public, State of New York
Qualified in Montgomery County
No. 5088385
Commission Expires November 17, 2000

THIS INDENTURE, made this 13th day of December, 1994, between KIM BRADLEY, CITY OF AMSTERDAM CONTROLLER, 61 Church Street, Amsterdam, New York, party of the first part, and the CITY OF AMSTERDAM, NEW YORK, a municipal corporation located in the County of Montgomery and State of New York, having its principal office at No. 61 Church Street, Amsterdam, New York, party of the second part.

W I T N E S S E T H

WHEREAS, an action entitled "In the Matter of Foreclosure of Tax Liens, pursuant to Article Eleven, Title Three, of the Real Property Tax Law by the City of Amsterdam, New York, List of Delinquent Taxes for 1993", was duly brought by the City of Amsterdam for the foreclosure of certain tax liens, by the due filing of a List of Delinquent Taxes in the Office of the County Clerk of the County of Montgomery, New York, on the 30th day of June, 1994, and due mailing thereof to owners of all property affected and other interested persons, and

WHEREAS, at a Term of said County Court held at the County Courthouse, in the Village of Fonda, New York, on the 10th day of December, 1994, Judgment was duly entered, wherein it was among other things, ordered, adjudged and decreed by the said Court that the party of the first part, as City Controller of the City of Amsterdam, should execute and deliver to the party of the second part, a Deed to the certain parcels and tracts of land hereinafter more specifically described, and

WHEREAS, the said Judgment was duly entered in the Montgomery County Clerk's Office on the 13th day of December, 1994,

NOW, THEREFORE, the party of the first part, by virtue of and in pursuant of the aforesaid Judgment and the statutes in such cases made and provided, and for and in consideration of the sum of One ($1.00) Dollar to her and in hand paid, the receipt whereof is hereby acknowledged and other good and valuable consideration does hereby grant and convey unto the party of the second part, its successors and assigns, a full and complete title in and to:

ALL THOSE TRACTS OR PARCELS OF LAND, situate in the City of Amsterdam, County of Montgomery and State of New York, bounded and described as follows:

DELINQUENT TAXES FOR 1993

HIGHLIGHTER REALTY CO., SBL #40.13-4-23.12 AND 40.13-4-23.1 and being parcels designated by Serial No. 1 on the list of delinquent taxes for 1993.

TO HAVE AND TO HOLD ALL SINGULAR, the premises above mentioned and described and hereby conveyed, unto the party of the second part, its successors and assigns forever.

22.10 acres
40.13-4-23.12 (prior SBL 40.13-4-12)
Class 340-Manufacturing & Vacant Land in Industrial Areas

R. 12/28/94 587/123

SCHEDULE A

LIBER 547 PAGE 305

ALL THAT PIECE or parcel of land situate, lying and being in the City of Amsterdam, County of Montgomery, and State of New York.

BEGINNING at the intersection of the westerly margin of Forest Ave. and the southerly margin of Lyon St.; thence along the westerly margin of Forest Ave. the following two courses:

S19°-18'-45"W 81.23 feet
S23°-48'-10"W 440.22 feet

to a point marking the most northeasterly corner of lands of Forest Ave. Joint Venture; thence along lands of Forest Ave. Joint Venture the following six courses:

N66°-13'-35"W 125.53 feet
N58°-27'-30"W 84.72 feet
N66°-11'-30"W 76.00 feet
S53°-35'-00"W 33.16 feet
S23°-49'-50"W 90.71 feet
S66°-06'-05"E 301.70 feet to a point in the westerly margin of Forest Ave, which point is the most southeasterly corner of lands of Forest Ave. Joint Venture; thence S23°-57'-30"W 31.61 feet along the westerly margin of Forest Ave. to an iron pipe marking the northeasterly corner of lands of Thomas B. Constantino; thence along lands of Thomas B. Constantino the following 16 courses:

N66°-02'-50"W 296.06 feet
N 8°-08'-35"E 5.83 feet
N60°-50'-30"W 51.01 feet
N38°-48'-55"E 47.32 feet
S51°-11'-05"E 1.62 feet
N38°-48'-55"E 57.00 feet
N51°-11'-05"W 28.02 feet
S73°-30'-55"W 111.48 feet
S38°-48'-55"W 111.21 feet
S75°-50'-25"W 145.75 feet
S 7°-16'-20"E 114.43 feet
S38°-48'-55"W 61.45 feet
S51°-11'-05"E 82.25 feet
S38°-35'-40"W 188.25 feet
S46°-00'-00"W 206.44 feet
S36°-48'-20"W 279.78 feet to an iron pipe; thence N51°-48'-50"W 65.65 feet along the extension of the northerly margin of Elias Street to an iron pipe marking the most southeasterly corner of lands of Mazur; thence N38°-31'-45"E 210.35 feet along lands of Mazur and the extension thereof to an iron pipe; thence N51°-48'-50"W 260.25 feet crossing the end of Krull St. to an iron pipe set in the westerly margin of Krull St. and marking the most southeasterly corner of Petrosino; thence N38°-31'-45"E 80.00 feet along the extension of the westerly margin of Krull St. to an iron pipe marking the most Northeasterly corner of Petrosino thence N50°-15'-00"W 81.77 feet along the northerly line of lands of Petrosino to an iron pipe marking the

most northwesterly corner of Petrosino; thence N39°-39'-40"E 130.00 feet along the easterly line of lands of Caldarone, Rucco and Tolson to an iron pipe marking the most northeasterly corner of lands of Tolson; thence N51°-59'-10"W 53.00 feet along the northerly line of lands of Tolson to an iron pipe marking the most southeasterly corner of lands of Husted; thence N38°-00'-50"E 95.50 feet along the easterly line of lands of Husted, Tenison and Cetnar to an iron pipe marking the most northeasterly corner of lands of Cetnar; thence N51°-59'-10"W 100.00 feet along the northerly line of lands of Cetnar to a point which is the northwesterly corner of lands of Cetnar; thence along the easterly margin of Locust Ave. the following two courses:

N38°-05'-30"E 478.72 feet

N43°-29'-00"E 8.23 feet to a point in the southerly margin of Lyon St.; thence along the southerly margin of Lyon St. the following eight courses:

N61°-44'-15"E 10.82 feet
N71°-39'-50"E 105.38 feet
N72°-49'-35"E 350.45 feet
N74°-41'-00"E 146.58 feet
N82°-22'-30"E 89.17 feet
S77°-23'-30"E 184.62 feet
S81°-30'-25"E 119.02 feet
S78°-08'-45"E 87.35 feet to the point or place of beginning.

CONTAINING 17.18 acres of land more or less.

ALL BEARINGS are magnetic for the year 1977.

Parcel 2

ALL THAT PIECE or parcel of land situate, lying and being in the City of Amsterdam, County of Montgomery, and State of New York.

BEGINNING at an iron pipe set in the northerly margin of Lyon Street and marking the most southwesterly corner of lands of Stevens; thence S73°-56'-45"W 90.25 feet to a point on a concrete retaining wall; thence N25°-36'-15"W 90.90 feet along the retaining wall and the extension thereof and along the easterly line of lands of Rocco to an iron pipe; thence N73°-23'-45"E 20.50 feet along the southerly line of lands of Merendo to an iron pipe; thence S15°-36'-15"E 33.58 feet along the westerly line of lands of Orapello to an iron pipe; thence N66°-11'-15"E 84.42 feet along the southerly line of lands of Orapello and Ticen to an iron pipe; thence S17°-16'-50"E 67.67 feet along the westerly line of lands of Stevens to the point or place of beginning.

CONTAINING 0.15 acres of land more or less.

ALL BEARINGS are magnetic for the year 1977.

Parcel 3

ALL THAT PIECE or parcel of land situate, lying and being in the City of Amsterdam, County of Montgomery and State of New York.

BEGINNING at an iron pipe set in the northerly margin of Lyon Street and marking the most southeasterly corner of lands of Candello; thence N8°-41'-50"E 109.00 feet along the easterly line of lands of Candello to a point; thence S84°-48'-05"E 344.99 feet to an iron pipe marking the most southwesterly corner of lands of Fyfe; thence along the southerly line of lands of Fyfe the following three courses:

N78°-14'-20"E 37.50 feet to an iron pipe
S51°-45'-40"E 2.50 feet to an iron pipe
N78°-14'-20"E 25.00 feet to an iron pipe

marking the most northwesterly corner of lands of Saul; thence S17°-25'-20"E 133.09 feet along the westerly line of lands of Saul and Centi to an iron pipe set in the northerly margin of Lyon St. thence along the northerly margin of Lyon St. the following three courses:

S70°-13'-10"W 47.35 feet
N84°-20'-10"W 177.33 feet
N81°-07'-10"W 245.00 feet to the point or place of beginni

CONTAINING 1.23 acres of land more or less.

ALL BEARINGS are magnetic for the year 1977.

Parcel 4

ALL THAT PIECE or parcel of land situate, lying and being in the City of Amsterdam, County of Montgomery, and State of New York.

BEGINNING at a point which is the intersection of the westerly margin of Forest Ave. with the northerly bank of the Chuctanunda Creek: thence N23°-49'10" E 20.98 feet along the westerly margin of Forest Avenue to a lag bolt set in blacktop. thence S89° - 34'-05" E 169.40 feet along the southerly line of the Gas Station Parcel to an iron pipe set in blacktop; thence N19°-14'15" W. 59.67 feet along the easterly line of the Gas Station Parcel to an iron pipe set in blacktop in the southerly margin of Lyon Street; thence along the southerly margin of Lyon Street the following courses:

S85°-27'50"E 31.67 feet
N70°-13'10"E 175.00 feet
N65°-11-20"E. 340.74 feet to the northerly bank of the Chuctanunda Creek; thence along the northerly bank of the Chuctanunda Creek the following courses:

S62°-51'-40"W 43.93 feet
S44°-01'-20"W 80.35 feet
S51°-48'-45"W 42.00 feet

S34°-20'-40"W 164.75 feet
S49°-01'-10"W 70.00 feet
S60°-11'-55"W 125.00 feet
N78°-21'-30"W 110.00 feet
N63°-37'-40"W 177.65 feet to the point or place of beginnin

CONTAINING 1.61 acres of land more or less.
ALL BEARINGS are magnetic for the year 1977.

Parcel 5

ALL THAT PIECE or parcel of land situate, lying and being in the City of Amsterdam, County of Montgomery, and State of New York.

BEGINNING at a point which is the intersection of the westerly margin of Forest Ave. with the northerly margin of Lakeview Place; thence N23°-49'-10"E 73.80 feet along the westerly margin of said Forest Ave. to a point on the southerly bank of the Chuctanunda Creek; thence along the southerly bank of the Chuctanunda Creek the following courses:

S64°-10'-55"E 225.61 feet
S71°-32'-40"E 56.76 feet
S81°-36'-00"E 69.06 feet
N64°-20'-15"E 50.67 feet to a point; thence S38°-04'-00"W 99.72 feet to a point in the northerly margin of Lakeview Place; thence along the northerly margin of Lakeview Place the following courses:

N54°-56'-10"W 53.32 feet
N74°-00'-20"W 307.50 feet to the point or place of beginning

CONTAINING 0.42 acres of land more or less.

ALL BEARINGS are magnetic for the year 1977.

With respect to any of the above-described lands that lie under the Chuctanunda Creek, the party of the first part conveys only any interest it may have in such lands.

EXCEPTING AND RESERVING from the hereinabove described premises the following pieces and parcels of land:

PARCEL A

ALL THAT PIECE OR PARCEL of land situate, lying and being in the City of Amsterdam, County of Montgomery and State of New York, being more particularly bounded and described as follows:

BEGINNING at a point marked by a lag bolt in pavement, said point marking the most southwest corner of lands conveyed to Centi by deed recorded in the Montgomery County Clerk's Office in Book 376 of Deeds at Page 1105 and said point being in the northerly margin of Lyon Street; thence from said point of beginning running S 70° 13' 10" W along the margin of Lyon Street for a distance of 47.35 feet to a point; thence running N 84° 20' 10" W along the margin of Lyon Street for a distance of 177.33 feet to a point; thence running N 5° 11' 55" E for a distance of 124.32 feet to a point; thence running S 84° 48' 05" E for a distance of 107.14 feet to a point marked by a set iron pipe in concrete; thence running N 78° 14' 20" E for a distance of 37.30 feet to a set iron pipe in concrete; thence running S 51° 45' 40" E for a distance of 2.50 feet to a set iron pipe in concrete; thence running N 78° 14' 20" E for a distance of 25.00 feet to an iron pipe set in concrete; thence running S 17° 26' 20" E along lands now or formerly of Saul and lands now or formerly of Centi on the east for a distance of 133.09 feet to the point or place of beginning. Containing 0.58 acres of land more or less.

PARCEL B

ALSO, ALL THAT PIECE or parcel of land situate, lying and being in the City of Amsterdam, County of Montgomery and State of New York, being more particularly bounded and described as follows:

BEGINNING at an iron pipe set in the westerly margin of Forest Avenue and marking the most northeasterly corner of lands conveyed to Thomas B. Constantino by a deed recorded in the Montgomery County Clerk's Office in Book 412 of Deeds at Page 263; thence along lands of Constantino the following courses: N 66°-02'-50" W 296.06 feet, N 08°-08'-35" E 5.83 feet, N 60°-50'-30" W 51.01 feet, N 38°-48'-55" E 47.32 feet, S 51°-11'-05" E 1.62 feet, N 38°-48'-55" E 57.00 feet, N 51°-11'-05" W 28.02 feet and S 73°-30'-55" W 111.48 feet to an iron pipe; thence through lands of Constantino the following courses: N 16°-25'-05" W 12.53 feet, N 70°-03'-00" E 167.56 feet, and S 66°-13'-35" E

319.38 feet to a point in the westerly margin of Forest Avenue, thence along the westerly margin of Forest Avenue S 23°-48'-10" W 32.00 feet to the northeast corner of lands of Forest Avenue Joint Venture, thence along lands of Forest Avenue Joint Venture the following courses: N 66°-13'-35" W 125.53 feet, N 58°-27'-30" W 84.72 feet, N 66°-11'-30" W 76.00 feet, S 53°-35'-00" W 33.16 feet, S 23°-49'-50" W 90.71 feet and S 66°-06'-05" E 301.70 feet to a point in the westerly margin of Forest Avenue, thence along the westerly margin of Forest Avenue S 23°-57'-30" W 31.61 feet to the point or place of beginning, and containing 0.58 acres of land more or less.

ALSO EXCEPTING AND RESERVING to the parties of the first part, and their successors and assigns, a revocable license for purposes of ingress and egress from Forest Avenue through the lands conveyed to the party of the second part herein and leading to the basement entrance located on the rear of Building 32, which is being retained by the parties of the first part.

The location of said license to be as designated by the party of the second part or future owner(s) from time to time and only where and to the extent necessary to widen the strip of land retained by the parties of the first part in Parcel B above so as to permit said ingress and egress.

Said license may be revoked or terminated upon 30 days' written notice and the party of the second part or any subsequent owner(s) is authorized to record such termination with the County Clerk of the County wherein the subject property is located.

ALSO EXCEPTING AND RESERVING from the premises hereinabove described any right of way over lands retained by the parties of the first part herein, as described in a deed from Mohasco Corporation to Thomas B. Constantino dated April 19, 1977, and recorded in the Montgomery County Clerk's Office on April 19, 1977 in Book 412 of Deeds at Page 263.

RECEIVED
Paid to State
REAL ESTATE
FEB 5 1992
TRANSFER TAX
MONTGOMERY
COUNTY

..0861

RECEIVED
MONTGOMERY COUNTY
CLERK'S OFFICE
Feb 5 2 08 PM '92
FONDA, NEW YORK

STATE OF NEW YORK
MONTGOMERY COUNTY } SS

Recorded on the 5th day
of Feb. 1992 at 2 08
o'clock P. M. in Book 547
of Deeds at page 302 and
examined. Helen A. Baston
CLERK

1996 CLEAN WATER/CLEAN AIR BOND ACT PROJECT SIGN SPECIFICATIONS

Size: Horizontal format - 96" wide by 48" high

Construction Materials: Aluminum or wood blank sign boards with vinyl sheeting.

Inserts: "Project Site Name," "Local Project Sponsor" and "Municipal Executive" indicate position, size and topography for specific project names and sponsor to be inserted.

Color Scheme:

Copy surrounding DEC logo - "NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION" - PMS 355

DEC logo: PMS 301
PMS 355 Green

TEXT:

1996 Clean Water/Clean Air Bond Act	PMS 301
Project Site Name/Local Project Sponsor	PMS 355
Names of Governor, Commissioner, Municipal Executive	PMS 301

Type Specifications: All type is Caslon 540, with the exception of the logotype. Format is: center each line of copy with small caps and initial caps.

Production Notes: 96" wide x 48" high aluminum blanks will be covered with vinyl sheeting to achieve background color. Copy and logo will be silk screened on this surface.

Grant recipients must provide a project site name, the local project sponsor, and the name of the appropriate municipal executive to be inserted on the sign.