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letter. _____ . _____ - _____.CorrespondenceFile_____.pdf

example: *letter . Site Number . Year-Month . CorrespondanceFileYear-Year . pdf*

report. 600080 . 1997-10 . Intest Grant Request - .pdf
Amadori Site

example: *report . Site Number . Year-Month . ReportName . pdf*

if a non-foilable site: add ".nf.pdf" at end of file name

Project Site numbers will be proceeded by the following:

Municipal Brownfields - B

Superfund - HW

Spills - SP

ERP - E

VCP - V

BCP - C

PJB *[signature]*
mfm *[signature]*

CREEKSID COMMERCIAL COORIDOR

CITY OF LACKAWANNA
ERIE COUNTY, NEW YORK

**NYSDEC-1996 CLEAN WATER/CLEAN AIR BOND ACT
ENVIRONMENTAL RESTORATION PROJECTS - TITLE 5**

PREPARED FOR THE
CITY OF LACKAWANNA
ECONOMIC DEVELOPMENT ZONE

OCTOBER 20, 1997

PREPARED BY:
THE SARATOGA ASSOCIATES
LANDSCAPE ARCHITECTS, ARCHITECTS, ENGINEERS AND PLANNERS P.C.
SARATOGA SPRINGS, BUFFALO, NEW YORK AND BOSTON

WITH ASSISTANCE FROM:
MAXIM TECHNOLOGIES, INC.
ENVIRONMENTAL CONSULTING SERVICES
HAMBURG, NEW YORK

THE SARATOGA ASSOCIATES

LANDSCAPE ARCHITECTS, ARCHITECTS, AND PLANNERS

RECEIVED

OCT 20 1997

October 20, 1997

NYSDEC-REG. 9
FOIL
✓ REL UNREL

Ms. Christine Costopoulos
Remediation Program Coordinator
NYS Department of Environmental Conservation
50 Wolf Road, Rm 260B
Albany, New York 12233-7010

RE: City of Lackawanna
Investigative Grant Request - Amadori Site
TSA Project No: 97-060.18p

Dear Ms. Costopoulos:

On behalf of the City of Lackawanna, we transmit herewith for your consideration the enclosed application and attachments to receive Investigative Grant funds from the 1996-1997 allocation of the Environmental Restoration Program as provided in the 1996 Clean Water/Clean Air Bond Act. The funds will be used to investigate an 8.4 acre portion of the 12.9 acre site commonly referred to as the Amadori property. This site is centrally located within the proposed Lackawanna Creekside Commercial Corridor. The City of Lackawanna intends to assemble and reuse a total of 54 acres of largely abandoned or underutilized former industrial property. Although the project site is not listed as an Inactive Hazardous Waste Disposal Site, it has a long history of industrial uses and is contaminated with a variety of materials. The City of Lackawanna recently acquired the property and did not generate any waste on the project site.

The Amadori project represents the City of Lackawanna's aggressive pursuit of a comprehensive redevelopment of the site. This initiative will include the investigation and remediation of known construction debris, spill sites, and potential subsurface conditions. A master plan for the site's redevelopment will include the physical planning for a modern light industrial, warehouse, and distribution business park to support the remediation program. While the redevelopment planning is largely speculative, the adjacent expansion of Buffalo Brake Beam, the state funded clean-up of the Lehigh Industrial Park, and the pending sale of a portion of the Amadori property is evidence of investment interest in and around the redevelopment area. In addition, the City

Ms. Costopoulos
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Page 2

Economic Development Zone Director has indicated private interest in the project site itself for a business location.

Over 5 years, it is estimated the Amadori project site remediation will stimulate the redevelopment of the entire Creekside Commercial Corridor area. This will result in the construction of approximately 199,200 square feet of light industrial and warehouse space; the creation of 244 new jobs; and result in tax base expansion, all of which is desperately needed in this community.

In order for the redevelopment of this phase of the comprehensive business park plan to proceed in an orderly and predictable manner, the City has secured the property.

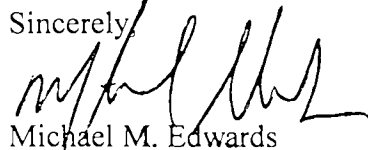
The City will be responsible for investigating and remediating hazardous materials and complete necessary site improvements. The investigative funds that are requested will be used for purposes of establishing the redevelopment plan and hazardous waste issues associated with this municipally owned property. This request represents the first phase of investigative work within the Creekside Commercial Corridor and it is the City of Lackawanna's intention to complete the investigation within 12 months from the SAC award.

Our environmental subconsultant, Maxim Technologies, Inc. has been in communication with Mr. Martin Doster, NYSDEC Region 9, to develop the preliminary technical work plan and investigative cost estimate which can be found in Attachment 2. Our estimated cost of site investigation is \$55,880. We respectfully request 75% of this amount from the NYSDEC Brownfield Investigative Grant program. The City of Lackawanna will meet the 25% local contribution required by the Bond Act using available CBDG, general fund or HUD funds.

It is the City's intention is to remediate the entire site immediately after the investigation is complete. The City intends to apply for a Remediation Grant to capitalize on the private investment interest in the site.

Thank you for your consideration. We are prepared to meet with representatives of NYSDEC next week to review the application if you think appropriate.

Sincerely,



Michael M. Edwards
Principal
MME:bj

Ms. Costopoulos
October 20, 1997
Page 3

CC:

Drew Shapiro, Lackawanna EDZ Director
Gerald Mikol, Regional Director, NYSDEC - letter only
Martin Doster, NYSDEC, Region 9
NYS Senator, William Stachowski - letter only
NYS Assemblyman, Richard Smith - letter only
NYS Assemblyman, Richard Keane - letter only

Attachments:

Section 1 - Application

Section 2 - Project Description

Section 3 - List of Attachments

1. Quit Claim Deed - 12.9 acre, Amadori Property
2. Environmental Site Evaluation and Fee Schedule - 8.4 acre portion of Amadori Property
3. Development Concept, Job Creation and Build-out Analysis
4. Authorizing Resolution
5. Project Site Subdivision Map
6. Purchase Offer, Land Sale Prospects

PROJECT DESCRIPTION

APPLICATION

ATTACHMENT 1

NYSDEC-1996 CLEAN WATER / CLEAN AIR BOND ACT
ENVIRONMENTAL RESTORATION PROJECTS-TITLE 5

NAME OF APPLICANT (Municipality): City of Lackawanna

TYPE OF ENVIRONMENTAL RESTORATION PROJECT: Investigation X

PROJECT NAME: Lackawanna Business Park

PROJECT LOCATION: STREET ADDRESS: Route 5 and SMOKE Creek

CITY/TOWN: Lackawanna ZIP CODE: 14218 COUNTY: Erie

PROPERTY SIZE (acres): 8.4 LATITUDE: _____ LONGITUDE: _____

APPLICANT CURRENTLY OWNS PROPERTY: YES _____ NO X (If yes, include proof of ownership with application)

PROPERTY IS LISTED ON NYS REGISTRY OF INACTIVE HAZARDOUS WASTE SITES: YES _____ NO X
(If yes, fill in current registry classification) CLASSIFICATION _____

TYPE OF KNOWN OR SUSPECTED CONTAMINATION: Petroleum _____ Other Hazardous Substances X

PROJECT DESCRIPTION: Please attach a description of the project which includes the following components:
(Refer to Environmental Restoration Projects Procedures Handbook for detailed instructions)

- Purpose and Scope of the Project;
- Environmental History of the Property;
- Proposed Future Use of the Property;
- Estimated Project Cost; and
- Other Actual or Potential Funding Sources for the Project;
- How the Project Would Satisfy the Criteria of ECL 56-0505.

SCHEDULE: Field work will commence within 1 months of Department approval of the application.

INDIVIDUAL AUTHORIZED TO SIGN APPLICATION: (Please Print)

NAME Kathleen M. Staniszewski TITLE Mayor

MAILING ADDRESS 714 Ridge Road

Lackawanna, New York 14218

PHONE NUMBER: (716) 827-6464 FAX NUMBER: (716) 827-6665

CERTIFICATION: The undersigned on behalf of the applicant municipality does hereby certify that:

The applicant has not generated, transported or disposed of, arranged for, or caused the generation, transportation or disposal of hazardous substance on that property; and has not undertaken, and will not undertake, any indemnification obligation respecting a party responsible under law for the remediation of the property;

No other funding sources currently exist to undertake the project except the applicant's and those other sources identified in this application;

All statements made for the purpose of obtaining State assistance for the proposed project either are set out in full on this application, or are set out in full in exhibits attached to this application and incorporated by this reference;

The individual whose signature appears hereon is authorized by a resolution of the applicant's governing body, a true copy of which is attached, to sign this application for the applicant.

A FALSE STATEMENT MADE HEREIN IS PUNISHABLE AS A CLASS "A" MISDEMEANOR PURSUANT TO SECTION 210.45 OF THE PENAL LAW

Kathleen M. Staniszewski
Signature of individual authorized by resolution (attach copy) to sign application

October 15, 1997
Date

FOR STATE USE ONLY: DATE RECEIVED _____ PROJECT NO. _____

DATE COMPLETE _____

DATE APPROVED _____



PROJECT DESCRIPTION

Purpose and Scope

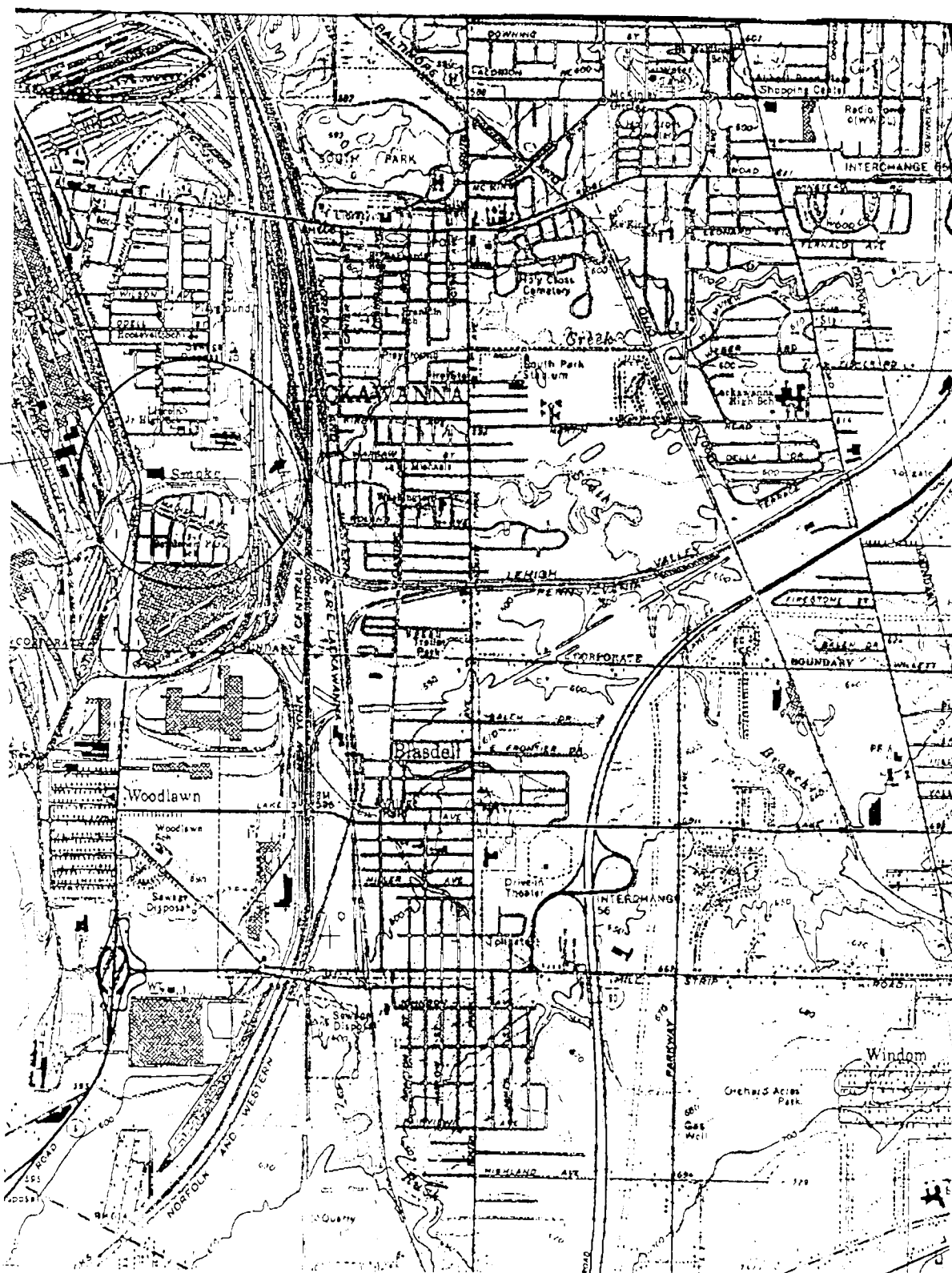
In September 1997, the City of Lackawanna undertook an industrial area reuse plan for a 54-acre partially abandoned brownfield site in the southwest portion of the City currently known as the Creekside Commercial Corridor. The site is located along the Route 5 Industrial area which is dominated by the presence of the former Bethlehem Steel facility. The goal of the project is to stimulate the site's redevelopment for industrial and commercial purposes. Much of the site remains open with little need for demolition. It is anticipated there is failed infrastructure systems. While there are a number of existing businesses in the corridor, the City has not realized the full economic potential of this site since before 1970. The corridor, as it currently exists, is one of Lackawanna's most blighted and unattractive areas and the City intends to take significant steps towards its redevelopment which began with the upgrading of First Street in 1996.

To help catalyze the brownfield project, the City of Lackawanna chose to focus on redevelopment of an 8.4 acre core site, known as the Amadori property which has recently gone through foreclosure. This site was selected based on the receipt of the property by the City through tax foreclosure and the need for large public and private initiative. Toward this end, the City has secured by Quit Claim Deed from Erie County. A copy of the Quit Claim Deed is located in Attachment 1.

The project site is centrally located within the Creekside Commercial Corridor and contains largely construction debris and is well suited for industrial and warehouse reuse. Preliminary plans for the site and the corridor's redevelopment have been prepared.

The project site is located within a designated NYS Economic Development Zone. It will serve as an important component of the area economy by providing employment opportunities and benefiting the region's economy. At one time, the project site and adjacent lands employed more than 1,700 people. Due to changing economic forces, the workforce in the area has declined to 10 percent of that level.

The enclosed Environmental Restoration Project Application is for a key portion of the industrial area. Specifically, this application is requesting funds for investigation in the 8.4 acre site which would contain the key right-of-way, opening the site for light industrial and warehousing uses. This approximately 1,150 linear foot roadway will connect the site, via First Street, to Route 5 which generates approximately 28,000 vehicular trips each day, thereby, providing the site with excellent access to the regional and national transportation system. For the project location, please refer to the map on the following page.



Project
Site

Improvement to the Lackawanna Environment

This project is designed to meet the criteria of the state enabling legislation associated with the Environmental Restoration Program as provided by the 1996 Clean Water/Clean Air Bond Act. Specifically, the project will:

- Benefit the environment by investigating and remediating 8.4 acres of land.
- Provide the stimulus necessary to redevelop a 54 acre former and current industrial site located in a NYS EDZ and a depressed community.
- Create the potential for recreational development.
- Leverage significant public and private investment.

Environmental History of the Property

The City of Lackawanna municipal records and historic maps/aerial photograph review indicate the subject property was used for the Bethlehem Steel Corporation row housing from approximately 1906 to the early 1930's. It appears the row housing units were demolished in the 1930's and the subject property was vacant and not used until the late 1950's. A baseball field was constructed on the southeast corner of the parcel in the late 1950's. Aerial photograph review indicates increased vegetation/brush growth on the parcel for the next decade (approximately 1960-1970) with only the baseball field area maintained.

Amadori Construction took title of the property in 1973 at which time parcel usage as a construction equipment/material storage and construction/demolition debris disposal yard began. The subject property was used for such purposes to the early 1990's. It should be noted that the baseball field appears to have been present on the property through the 1980's, concurrent with Amadori usage of the subject property.

Proposed Future Use of Property

The primary goal of the overall project is to redevelop, based on a phased approach, the 54 acre area as a light industrial park. Uses in the industrial park will include light manufacturing, assembly, warehousing and distribution.

The City controlled subject property and the Lehigh site will allow for the construction of approximately 199,000 s.f. of space based upon current zoning. This space represents the potential creation of 244 new jobs in the community. Combined with the existing 168,000 s.f. of office, manufacturing, and warehouse space, and approximately 173 current jobs, the Creekside Commercial Corridor will have a significant impact on the economic revitalization of the City of Lackawanna. Details of the full build-out and job creation analysis can be seen in Attachment 4.

The plan will incorporate the recently Leigh Street Industrial Park which was recently cleaned-up by the NYSDEC. Specifically, the plan calls for new construction on approximately 3 acres and the use of the site cap area as passive recreation and greenspace.

An important component in the redevelopment of the subject property and the entire redevelopment area is the construction of a 1,150 l.f. access road extending First Street into the subject property. The new road will allow the project site to be subdivided into approximately four parcels which will be used for light industrial and warehouse uses. See Proposed Subdivision Map in Attachment 5. Favorable preliminary funding discussions have been held with Erie County officials under the County CDBG program. The long-term plan is to connect a number of existing roads and provide industrial access from First Street to Lehigh Street.

Current Market Activity

The City of Lackawanna has aggressively pursued the redevelopment of the former industrial sites throughout the City since the shutdown of the Bethlehem Steel facility in the early 1980's. This project represents the City's continued effort to redevelop and utilize former industrial sites to create job opportunities and restore a stable local tax base. The subject property location within a NYS Economic Development Zone increases the marketability of the site.

There are currently a number of exciting public and private initiatives underway in or adjacent to the subject property and entire 54 acre Creekside Commercial Corridor redevelopment area. Currently construction is underway by Buffalo Brake Beam on a 1.3 million dollar, 17,300 s.f. expansion of their manufacturing facility located north of the subject property. Buffalo Brake Beam manufactures railroad braking systems and will produce this new product for Mexico. Located just north of Buffalo Brake Beam is the 9.1 acre site known as the Lehigh Industrial Park. The NYSDEC recently completed a \$700,000 state funded clean-up of the site which addresses soils contaminated with PCB's. Approximately one third of the site is now clean and ready for redevelopment. The site is included in the concept plan for the entire Creekside Commercial Corridor and the City of Lackawanna and NYSDEC are currently discussing the ownership transfer of the remediated site to the City. The City of Lackawanna has also received a purchase offer from Timoney Technology to purchase an approximately 3.5 acre portion of the Amadori property located just west of the subject property. Timoney Technology will reuse the existing 15,300 s.f. former Amadori building and adjacent grounds.

Estimated Project Costs

Based upon the preliminary Environmental Site Evaluation, as prepared by Maxim Technologies, Inc., subject property usage prior to 1973 did not indicate the potential that significant environmental degradation of the parcel had occurred. However, the post-1973 subject property usage as a construction equipment/material storage and construction/demolition debris disposal yard for approximately 20 years indicates the potential for environmental concerns at the subject property.

Specific concerns associated with the parcel usage as a construction yard include petroleum product, chlorinated solvent, heavy metal and polychlorinated biphenyl (PCB) contamination potentially present in the subsurface.

Recommend **investigative** actions include:

- Geophysical Survey
- Test Pit Excavation
- Groundwater Test Wells
- Analytical of Test Pit Material

Estimated investigative cost \$55,880.00.

The preliminary technical work plan and fee schedule is included in Attachment 2.

Other Actual or Potential Funding Sources for the Project

Redevelopment of the core area is anticipated to be funded through a variety of public and private sources. It is anticipated that grant funding through the New York State Department of Transportation's Industrial Access Program (IAP) and Erie County CDBG Program may be used for construction of a new roadway and related improvements such as a stormwater system, site lighting and electric, sanitary sewer, water system improvements, and limited demolition and obstruction removal. The City will also be applying for a Brownfield Grant from U.S. Environmental Protection Agency (USEPA)

LIST OF ATTACHMENTS

1. Quit Claim Deed - 12.9 acre, Amadori Property
2. Environmental Site Evaluation and Fee Schedule - 8.4 acre portion of Amadori Property
3. Development Concept
4. Job Creation and Build-out Analysis
5. Authorizing Resolution
6. Project Site Subdivision Map
7. Purchase Offer - Timoney Technology

Attachment 1

000
1-6-97

R: COUNTY USE ONLY

C1. SWIS Code

C2. Date Deed Recorded

C3. Book

10909

C4. Page

7768

REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK

STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217

RP-5217 Rev 7/95



PROPERTY INFORMATION

1. Property

Location

STREET NUMBER

STREET NAME

CITY OR TOWN

VILLAGE

ZIP CODE

2. Buyer

Name

LAST NAME / COMPANY

FIRST NAME

LAST NAME / COMPANY

FIRST NAME

3. Tax

Billing

Address

Indicate where future Tax Bills are to be sent
if other than buyer address (at bottom of form)

LAST NAME / COMPANY

FIRST NAME

STREET NUMBER AND STREET NAME

CITY OR TOWN

STATE

ZIP CODE

4. Indicate the number of Assessment
Roll parcels transferred on the deed

of Parcels

OR

Part of a Parcel

(Only if Part of a Parcel) Check as they apply:

4A. Planning Board with Subdivision Authority Exists

4B. Subdivision Approval was Required for Transfer

4C. Parcel Approved for Subdivision with Map Provided

5. Deed

Property
Size

FRONT FEET

DEPTH

OR

ACRES

6. Seller

Name

LAST NAME / COMPANY

FIRST NAME

LAST NAME / COMPANY

FIRST NAME

7. Check the box below which most accurately describes the use of the property at the time of sale:

Check the boxes below as they apply:

8. Ownership Type is Condominium

9. New Construction on Vacant Land

10A. Property Located within an Agricultural District

10B. Buyer received a disclosure notice indicating
that the property is in an Agricultural DistrictA ☒ One Family ResidentialB ☒ 2 or 3 Family ResidentialC ☒ Residential Vacant LandD ☒ Non-Residential Vacant LandE ☐ AgriculturalF ☒ CommercialG ☐ ApartmentH ☐ Entertainment / AmusementI ☐ Community ServiceJ ☐ IndustrialK ☐ Public ServiceL ☐ Forest

SALE INFORMATION

11. Sale Contract Date

6/14/96

Month Day Year

12. Date of Sale / Transfer

Month Day Year

13. Full Sale Price

100

(Full Sale Price is the total amount paid for the property including personal property.
This payment may be in the form of cash, other property or goods, or the assumption of
mortgages or other obligations.) Please round to the nearest whole dollar amount.14. Indicate the value of personal
property included in the sale

00

ASSESSMENT INFORMATION Data should reflect the latest Final Assessment Roll and Tax Bill

16. Year of Assessment Roll from
which information taken

N/A

17. Total Assessed Value (of all parcels in transfer)

N/A

18. Property Class

N/A

19. School District Name

N/A

20. Tax Map Identifier(s) / Roll Identifier(s) (If more than four, attach sheet with additional identifier(s))

See att.

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making
of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER

BUYER'S ATTORNEY

BUYER SIGNATURE

DATE

LAST NAME

FIRST NAME

STREET NUMBER

STREET NAME (AFTER SALE)

AREA CODE

TELEPHONE NUMBER

CITY OR TOWN

STATE

ZIP CODE

CITY/TOWN ASSESSOR

17-2011

Verdict:

1000

Division

By

WOLF: DSA AUBA

WORTH	LESS	AGRI
1	1	1

[illegible]

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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Check the box, "Share my information."

907 Satchel Williams, an actor, producer, and director, was born in New York City, New York, on May 16, 1948.

1950-1951

2016年11月11日

SUBJECT: MURKIN

Summary

141.200-1-2.100 / ← SUBJECT Property

141.520-2-41 ✓

141.590-5-9 ✓

141.600-4-10.100 ✓

141.670-1-13 ✓

141.670-1-25 ✓

141.670-1-27 ✓

141.830-3-3.100 ✓

142.540-3-11 ✓

142.540-3-12 ✓

142.540-3-13 ✓

142.540-3-14 ✓

142.540-3-27 ✓

142.540-3-28 ✓

142.540-3-29 ✓

142.540-3-30 ✓

142.770-2-21 ✓

142.770-2-22 ✓

142.770-2-23 ✓

142.770-4-28 ✓

151.080-1-4.100 ✓

151.080-2-31.110 ✓

QUIT CLAIM DEED

THIS INDENTURE made this 21st day of November, 1996, between COUNTY OF ERIE, a municipal corporation organized under the laws of the State of New York, having its main office and principal place of business at 95 Franklin Street, City of Buffalo, County of Erie and State of New York, party of the first part, and CITY OF LACKAWANNA, a municipal corporation organized under the Laws of the State of New York and having its main office and principal place of business in the City Hall, Law Department, 714 Ridge Road, City of Lackawanna, County of Erie and State of New York, party of the second part,

WITNESSETH

That the party of the first part, in consideration of ONE AND 00/100 DOLLAR (\$1.00 and no more) lawful money of the United States, paid by the party of the second part, does hereby remise, release and quit claim forever unto the party of the second part, their heirs and assigns forever, the following parcels of real property obtained by the County of Erie as a consequence of Erie County's In Rem Tax Foreclosure Action No. 152 sale of June 4, 1996.

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Lackawanna, County of Erie and State of New York, and described as follows:

SERIAL NO. 1014

✓ CERTIFICATE NO. 140900 141.200-1-2.100

A Street
Stony Pt TR
B

~~99~~ Acre 12.9

DEED MEASURE

FARMLOT SECTION TOWN RANGE

0022 00 10 8

MAP COVER BLOCK SUBLOT

SERIAL NO. 1020

CERTIFICATE NO. 140900 141.520-2-41

184 Ingham Ave
Lot 5 Bradfrd TR B
B4 3

34 x 120

DEED MEASURE

34.00 120.00

FARMLOT SECTION TOWN RANGE

0025 00 10 8

MAP COVER BLOCK SUBLOT

MC 685 BLK K L 5

SUBJECT
Property

413873
Shw

UCLW-0
C726-37
DID-8-0

COUNTY OF ERIE - DEPARTMENT OF LAW

COUNTY OF ERIE - DEPARTMENT OF LAW

SERIAL NO. 1021

23 Holbrook St
L 6 Bradford TR Blk
MC 685 A 5 33 W
25 x 101

DEED MEASURE
25.00 101.00

FARMLOT	SECTION	TOWN	RANGE
0025	00	10	8
MAP COVER	BLOCK	SUBLOT	
M 685	L6 BJ		

CERTIFICATE NO. 140900 141.590-5-9

SERIAL NO. 1022

91-193 Holbrook St
SL 64 & 65 Blk J
MC 685 B5-75&76W
50 x 101

DEED MEASURE
50.00 101.00

FARMLOT	SECTION	TOWN	RANGE
0025	00	10	8
MAP COVER	BLOCK	SUBLOT	
MC 685	L64,65	BLK J	

CERTIFICATE NO. 140900 141.600-4-10.100

SERIAL NO. 1024

131 Stoney St
E 9' of SL 15-Stoney
MC 1002 BLK D

DEED MEASURE
9.00 107.50

FARMLOT	SECTION	TOWN	RANGE
00000	00	10	7
MAP COVER	BLOCK	SUBLOT	
MC 1002	PL 15	BLK D	

CERTIFICATE NO. 140900 141.670-1-13

SERIAL NO. 1025

337 Ingham Ave
Lot 5 Stoney Pt T BL
B6 1

30 X 120
DEED MEASURE
30.00 120.00

FARMLOT	SECTION	TOWN	RANGE
0026	00	10	8
MAP COVER	BLOCK	SUBLOT	
MC 1002	L 5	BLK D	

CERTIFICATE NO. 140900 141.670-1-25

SERIAL NO. 1026

341 Ingham Ave
 Lot 7 Stoney Pt T BL
 B6 1

32.5 X 120

DEED MEASURE
 32.50 120.00

FARMLOT	SECTION	TOWN	RANGE
0026	00	10	8

MAP COVER	BLOCK	SUBLOT
MC 1002	L 7	BLK D

CERTIFICATE NO. 140900 141.670-1-27**SERIAL NO. 1028**

65-67 Jackson Ave
 Lot 346 and Lot 345
 Inc Former SBL 141.8

DEED MEASURE
 75.00 108.72

FARMLOT	SECTION	TOWN	RANGE
0019	00	10	8

MAP COVER	BLOCK	SUBLOT
MC 1318	SL'S 345,346	

CERTIFICATE NO. 140900 141.830-3-3.100**SERIAL NO. 1040**

1451 Electric Ave
 Lot 157 Ridge Road R
 D5 1

10 X 00

DEED MEASURE
 10.00 100.00

FARMLOT	SECTION	TOWN	RANGE
0028	00	10	8

MAP COVER	BLOCK	SUBLOT
M 742	PL 157	

CERTIFICATE NO. 140900 142.540-3-11**SERIAL NO. 1041**

1453 Electric Ave
 Lot 156 Ridge Road R
 D5 1

30 X 100

DEED MEASURE
 30.00 100.00

FARMLOT	SECTION	TOWN	RANGE
0028	00	10	8

MAP COVER	BLOCK	SUBLOT
M 742	L 156	

CERTIFICATE NO. 140900 142.540-3-12

SERIAL NO. 1042

1457 Electric Ave
 Lot 155 Ridge Road R
 D5 1

30 X 100

DEED MEASURE
 30.00 100.00

FARMLOT	SECTION	TOWN	RANGE
0028	00	10	8

MAP COVER BLOCK SUBLOT
 M 742 L 154

CERTIFICATE NO. 140900 142.540-3-13**SERIAL NO. 1043**

1459 Electric Ave
 Lot 154 Ridge Road R
 B5 1

31 X 105

DEED MEASURE
 30.00 100.00

FARMLOT	SECTION	TOWN	RANGE
0028	00	10	8

MAP COVER BLOCK SUBLOT
 M 742 L 154

CERTIFICATE NO. 140900 142.540-3-14**SERIAL NO. 1044**

30 Plum St
 Lot 153 Ridge Rd Rea
 D5 1

31 X 105

DEED MEASURE
 31.00 105.00

FARMLOT	SECTION	TOWN	RANGE
0028	00	10	8

MAP COVER BLOCK SUBLOT
 M 742 L 153

CERTIFICATE NO. 140900 142.540-3-27**SERIAL NO. 1045**

28 Plum St
 Lot 152 Ridge Rd Rea
 D5 1

31 X 105

DEED MEASURE
 31.00 105.00

FARMLOT	SECTION	TOWN	RANGE
0028	00	10	8

MAP COVER BLOCK SUBLOT
 M 742 L 152

CERTIFICATE NO. 140900 142.540-3-28

SERIAL NO. 1046

24 Plum St

Lot 151 Ridge Rd Rea

D5 1

31 X 105

DEED

MEASURE

31.00 105.00

FARMLOT

SECTION

TOWN

RANGE

0028

00

10

8

MAP COVER

BLOCK

SUBLOT

M 742 L 151

CERTIFICATE NO. 140900 142.540-3-29**SERIAL NO. 1047**

20 Plum St

Lot 150 Ridge Rd Rea

D 5 148 X

31.5 X 105

DEED

MEASURE

31.50 105.00

FARMLOT

SECTION

TOWN

RANGE

0028

00

10

8

MAP COVER

BLOCK

SUBLOT

M 742 L 150

CERTIFICATE NO. 140900 142.540-3-30**SERIAL NO. 1051**

42 Front St

OT 329 Roland Tract

C8 10 Y

MC 579

DEED

MEASURE

40.20 154.20

FARMLOT

SECTION

TOWN

RANGE

0020

00

10

8

MAP COVER

BLOCK

SUBLOT

M 579 L 329

CERTIFICATE NO. 140900 142.770-2-21**SERIAL NO. 1052**

38 Front St

OT 328 Roland Tract

C 8 9 Y

MC 579

DEED

MEASURE

40.20 157.40

FARMLOT

SECTION

TOWN

RANGE

0020

00

10

8

MAP COVER

BLOCK

SUBLOT

M 579 L 328

CERTIFICATE NO. 140900 142.770-2-22

SERIAL NO. 1053

34 Front St
 OT 327 Roland Tract
 C8 8 Y
 MC 579

DEED MEASURE
 40.20 160.60

FARMLOT	SECTION	TOWN	RANGE
0020	00	10	8
MAP COVER	BLOCK	SUBLOT	
M 579	L 327		

CERTIFICATE NO. 140900 142.770-2-23**SERIAL NO. 1054**

18 Milnor Ave
 New Parcel Created 8
 Residue from Trella

DEED MEASURE
 7.50 137.50

FARMLOT	SECTION	TOWN	RANGE
0020	00	10	8
MAP COVER	BLOCK	SUBLOT	
MC 579	PT-SL 45		

CERTIFICATE NO. 140900 142.770-4-28**SERIAL NO. 1055**

31 North Dr
 10 Ft of SL 206
 MC 1459 H8-9.12
 50 X 129

DEED MEASURE
 10.00 129.00

FARMLOT	SECTION	TOWN	RANGE
0426	00	10	7
MAP COVER	BLOCK	SUBLOT	
M 1459	L 208 PL 206		

CERTIFICATE NO. 140900 151.080-1-4.100**SERIAL NO. 1056**

2052 Abbott Rd
 S/M for 92-93 Roll
 S/M for 89-90 Roll

DEED MEASURE
 90.00 980.00

FARMLOT	SECTION	TOWN	RANGE
0427	00	10	7
MAP COVER	BLOCK	SUBLOT	

CERTIFICATE NO. 140900 151.080-2-31.110

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

IN WITNESS WHEREOF, the party of the first part has caused its corporate seal to be hereunto affixed and these presents to be signed by its duly authorized officer the day and year first above written.

COUNTY OF ERIE

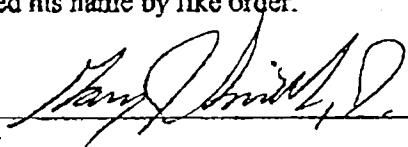
By: 

DENNIS T. GORSKI
Erie County Executive

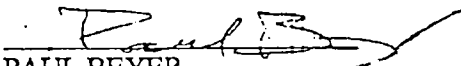
STATE OF NEW YORK)
COUNTY OF ERIE) SS:

On this 21st day of November, 1996, before me, personally came DENNIS T. GORSKI, to me personally known, who being by me duly sworn, did depose and say that he is the County Executive of the COUNTY OF ERIE, 95 Franklin Street, Buffalo, New York 14202, the corporation described herein and which executed the above instrument; that he resides in the Town of Cheektowaga, New York; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the ERIE COUNTY LEGISLATURE; and that he signed his name by like order.


GARY J. SMITH, JR.
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
MY COMMISSION EXPIRES MAY 8, 1998



Approved As To Form:


PAUL BEYER
Assistant County Attorney

Approved As To Content:


SHEILA K. KEE
Acting Commissioner of Finance of the
County of Erie

Document No 96-1334-7i

Date: 11/14/96

COUNTY OF ERIE - DEPARTMENT OF LAW

QUIT CLAIM DEED

BY AND BETWEEN

COUNTY OF ERIE
95 Franklin Street
Buffalo, New York

and

CITY OF LACKAWANNA
CITY HALL - LAW DEPARTMENT
714 RIDGE ROAD
LACKAWANNA, NEW YORK 14218

DATED:

KENNETH A. SCHOLTZ
ATTORNEY FOR COUNTY OF ERIE
69 Delaware Avenue Suite 300
Buffalo, New York 14202-3862

Mail To: →

I HEREBY CERTIFY that the within instrument is entitled to
be filed, recorded or indexed in your office without charge,
pursuant to the provisions of § 177 E.P.R. County of Erie,
Department of Finance.

By


Dir. Reg. Prop. Tax Division

THIS IS NOT
A BILL

Erie County Clerk's Office
County Clerk's Recording Page

Return To:

CITY OF LACKAWANNA
714 RIDGE ROAD
LACKAWANNA NY 14218

COUNTY OF ERIE

CITY OF LACKAWANNA

COUNTY	\$	42.00
STATE	\$	25.00
	\$	5.00
	\$.00
	\$.00
	\$.00
	\$.00
	\$.00
	\$.00
Total:	\$.00

STATE OF NEW YORK
Erie County Clerk's Office

WARNING - THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 316-A(5) OF
THE REAL PROPERTY LAW OF THE STATE OF NEW YORK
DO NOT DETACH

DAVID J SWARTS
County Clerk

Control # 199612020726

Index DEED LIBER

Book 10909 Page 7768

No. Pages 0009

Instrument DEED-EXEMPT

Date : 12/02/1996

Time : 1:53:54

MORTGAGE TAX

Serial #

City/Town \$.00

S.M.A. \$.00

Trans. Auth. \$.00

Total \$.00

TRANSFER TAX

Transfer Tax \$.00

Amount \$ 1.00

Transfer Tax # TT1996009142



D109097768

Attachment 2

**ENVIRONMENTAL SITE EVALUATION
AMADORI PROJECT SITE
A STREET
LACKAWANNA, NEW YORK 14218**

Prepared for:

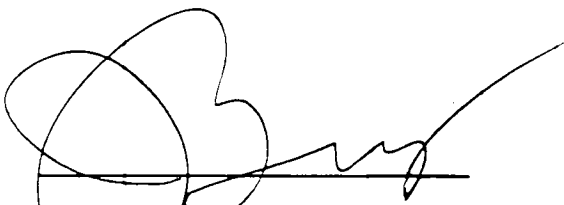
The City of Lackawanna

and

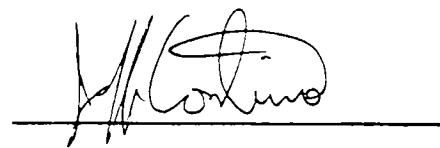
**The Saratoga Associates
Dun Building, 110 Pearl Street
Buffalo, New York 14202**

Attention: Mr. Michael M. Edwards, Principal

**Project No. 97-51108
October 16, 1997**



**John B. Berry, P.E.
District Manager**



**Jeff Contino
Environmental Geologist**

S-5167 South Park Ave. • P.O. Box 0913 • Hamburg, NY 14075 • (716) 649-8110 • Fax: (716) 649-8051

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ENVIRONMENTAL SITE EVALUATION

Amadori Project Site
A Street
Lackawanna, New York 14218
Project No. 97-51108

October 16, 1997

1.0 INTRODUCTION AND SCOPE OF SERVICE

In accordance with the requirements set forth in the Maxim Technologies of New York, Inc. (Maxim), The Saratoga Associates (TSA) and the City of Lackawanna meeting on October 8, 1997, Maxim performed an Environmental Site Evaluation (ESE) on the above-referenced property (hereinafter, "subject property") for TSA and the City of Lackawanna. The ESE includes a narrative of site history, potential environmental concerns and proposed scope-of-work. A cost estimate to complete the proposed investigative tasks is also included. Limitations to this report are attached to and form a part of this report.

This report is an instrument of service of Maxim and includes limited research, a review of specified and reasonably ascertainable listings and a site reconnaissance to identify "recognized environmental conditions" at the subject property. "Recognized environmental conditions" are generally defined as "the presence or likely presence of any hazardous substances or petroleum products on a site in a manner that indicate an existing release, a past release, or a material threat of release of any hazardous substances or petroleum products into structures on the property or into the subsurface, groundwater or surface water of the property." Maxim's ESE was completed in accordance with generally accepted practices of the profession undertaken in similar studies at the same time and in the same geographical area, and Maxim observed that degree of care and skill generally exercised by the profession under similar circumstances and conditions.

2.0 REVIEW OF PREVIOUS STUDIES

No previous environmental studies pertaining to the subject property were available for review. In addition, Maxim has no knowledge of any environmental studies that have been completed on the subject property.

3.0 SITE DESCRIPTION

3.1 Location and Current Use

The Amadori project site (subject property) occupies approximately eight acres of land based on information supplied by the City of Lackawanna. The subject property is presently part of a larger 12.9 acre parcel known as the "Amadori Property".

S-5167 South Park Ave. • P.O. Box 0913 • Hamburg, NY 14075 • (716) 649-8110 • Fax: (716) 649-8051

The subject property is located east of the Hamburg Turnpike, on A Street, in the City of Lackawanna, County of Erie, New York. No structures are located on the subject property, which has a City of Lackawanna zoning designation of "Light Industrial". The subject property is not currently being used by the City of Lackawanna (current owner) and was most recently used as a general construction storage yard by "Amadori Construction".

3.2 Site and Area Features

A site walkover was completed on October 2, 1997, by a Maxim environmental geologist. The subject property conditions discussed in this report are as they were observed by Maxim at the time of the site walkover. It should be noted that extensive vegetation limited the inspection of the ground surface.

The subject property is vegetation covered and can be described as irregular-shaped with frontage along A Street. Significant quantities of construction/demolition debris (concrete block, wood, etc.), various sized piping and prefabricated concrete basins were observed on the parcel. In addition, two large (approximately 2,000-gallon) metal storage tanks (on skids) were located along the northern property boundary. No visible evidence of significantly stressed vegetation/stained soil was observed on the subject property. However, it appears that the ground surface has been disturbed from its use as a construction yard.

3.3 Adjoining and Near-by Properties

The subject property is bordered to the north by the "Buffalo Brake Beam" locomotive brake manufacturing facility and to the south by a vacant parcel and Smokes Creek. Located west of the parcel (across A Street) is the "Timoney Technology, Inc." maintenance garage (part of Amadori Property). Erie County Sewer Authority property (aeration pond) is located east of the subject property.

For purposes of this ESE, the term "adjoining property" means properties that border or are contiguous or partially contiguous with the subject property or would be so but for a street, road or other public thoroughfare separating them.

4.0 GEOLOGIC/HYDROGEOLOGIC CONDITIONS

The soil type present at the subject property identified on the United States Department of Agriculture (USDA) Soil Conservation Service Soil Survey of Erie County (SCS), New York (issued in 1986) is Urban Land (Ud). Ud soils are used to classify areas where 80 percent or more of the soil surface is covered by asphalt, concrete, buildings or other impervious structures. These mappings include parking lots, shopping/business centers and industrial parks. Also included in the mapping are some landfills that have not been built upon or covered with asphalt. In many of these areas several feet of fill has been placed over marshes and flood plains. It should be noted that historical research of the subject property vicinity does not indicate that the former presence of a landfill or flood plain in the subject property vicinity. However, research does indicate that the area north of the subject property may have been wet/swamp-like in the late 1800's and early 1900's.

The Quaternary Geology of New York Map (Niagara Sheet, 1977) indicates that the subsurface soils in the subject property vicinity are lake silt, sand and clay deposits from glacial/post-glacial ancestral lakes. According to the Geological Map of Erie County, New York Bedrock Geology (1963), the bedrock in the vicinity of the subject property is the Levanna Shale or Stafford Limestone member of the Skaneateles Formation. The depth of the bedrock in the subject property area was not indicated.

Based on a review of the subject property topographic conditions as depicted on the United States Geological Survey Topographic Quadrangle Map of Buffalo SE, New York dated 1965, and the observed local topography, it appears that the local (shallow) ground water flow direction in the subject property area is west-southwest towards Smokes Creek located approximately 500-feet south of the parcel. However, the local flow direction may be variable due to the possible presence of many structure foundations on the subject property. It appears that the regional (deep) ground water flow direction in the vicinity of the subject property is west toward the Lake Erie located approximately 1.3 miles west of the subject property. We have assumed that the ground water table typically conforms to surface topography.

Mr. Robert B. Allen, of Bethlehem Steel Corporation (BSC), was contacted regarding the ground water flow direction from the former plant areas west of Hamburg Turnpike. Mr. Allen informed Maxim that BSC has significant ground water elevation data from the BSC properties west of Hamburg Turnpike. According to Mr. Allen, this data indicates that the general ground water flow direction in this area of the BSC plant is westerly, toward Lake Erie.

5.0 HISTORICAL INFORMATION

5.1 Historical Sources Used

Historical use information for the subject property and adjoining properties was obtained from reviewing reasonably ascertainable historical sources such as past ownership information, city directories (when available), aerial photographs and additional sources. Previous subject property usage is referenced from the present back to 1906 using the reasonably ascertainable historical sources listed below.

Historical Articles/Maps- The City of Lackawanna Library contains a "Steel Plant" museum. The museum contains memorabilia and articles written about the "Steel Plant" and how its operation affected the City of Lackawanna and the vicinity. A Lackawanna Steel Company-Buffalo Plant and Vicinity map dated 1906 indicated that the subject property was part of an area referred to as "Smokes Creek Village". First, Second and A Streets were illustrated on the map, with First/Second Streets extending to Hamburg Turnpike. Undated photographs of "Village" housing depicted coal and wood "For Sale" indicating residential heating by such fuels as opposed to heating oil. A map entitled General Site Plan of Smokes Creek Village dated 1910 was available for review at the BSC Reclamation Division office. This map illustrated the "row houses" on the subject property extending west to Hamburg Turnpike.

Review of Aerial Photographs- USDA-SCS aerial photographs of the subject property vicinity from the years 1938, 1942, 1951, 1958, 1966, 1978, 1985 and 1990 were reviewed to assist in establishing prior land use and evidence of processes, facilities or surface features that might be an indication of the storage or disposal of waste materials at the subject property. Due to the small scale of the most of the photographs, interpretation of site features is limited. A tabular summary of this review is presented on the following page.

Sanborn Fire Insurance Maps- In the late nineteenth century, the Sanborn Company began preparing maps for use by fire insurance companies. These maps indicate construction materials of specific structures in developed urban areas and are typically published for central business districts. The 1927, 1950 and 1981 Sanborn Fire Insurance Maps of the subject property area were secured from Environmental Risk Information and Imaging Service, Inc. (ERIS), with a 1970 edition reviewed at the BSC Reclamation office.

The Smokes Creek Village (SCV) is illustrated on the subject property area in the 1927 edition. The adjacent Buffalo Brake Beam facility was also depicted on this map. Only the streets of the former SCV were illustrated on the 1950 map (no Amadori building shown). The 1970 edition did not show significant detail as this series was dedicated to BSC operational facilities. However, the general index map illustrated the subject property area as BSC owned. This would indicate that BSC operations/processes did not occur at the subject property in 1970. The subject property was illustrated in its current condition (i.e. vacant) on the 1981 map, with the Amadori building present.

Historical Interviews- Interviews with persons familiar with the subject property vicinity were completed to obtain information pertinent to the environmental evaluation of the property. The City of Lackawanna municipal officials were also interviewed.

Mr. John Balcarczyk, Draftsman/Code Enforcement Officer, supplied Maxim with many historic photographs of BSC properties and operations. Photographs dated 1990, 1984 and an undated photograph (appeared to be post 1970) indicated that the subject property was generally the same as present. The undated photograph appeared to be taken in late fall (i.e. minimal vegetation/foliage). Debris piles were present on the parcel in this photograph. Mr. Balcarczyk informed Maxim that the historic Building Department records were filed as issued, not by address. Therefore, these records were not researched.

Mr. Joe Carnevale, City Clerk, informed Maxim that he was raised in the subject property area. Mr. Carnevale recalls that the residences in the subject property area were heated with coal burning furnaces in the 1940's and converted to natural gas fired heaters in the 1950's.

A "Dorrance Avenue Project" map dated 1980, including the subject property area, was reviewed at the City Assessment Department. This map was overlain onto an undated aerial photograph (circa 1980). Significant construction equipment storage and debris piles were evident in this photograph.

AERIAL PHOTOGRAPH SUMMARY (SP=subject property)		
Date	Source of Aerial	Photograph Identification
1938 & 1942	Erie County Soil Conservation Service	12-3 & M2
SP & Vicinity: Each- Foundations and yards of former row houses along with linear tree lines appear to be present. Vicinity: Buffalo Brake Beam facility present.		
1951	Erie County Soil Conservation Service	9H
SP & Vicinity: Remnants of row house yards appear to be present.		
1958	Erie County Soil Conservation Service	3V-18
SP & Vicinity: SP appears to be vegetation covered with bigger trees to west and southwest of SP.		
1966	Erie County Soil Conservation Service	1GG-107
SP: Vegetation appears to be maintained; Baseball field present on southeast corner. Vicinity: Generally same as 1958.		
1978 & 1985	Erie County Soil Conservation Service	199R & D4
SP: Each- Generally same as 1966 although vegetation appears less maintained. Vicinity: Each- Generally same as 1966, however "Amadori" building present to west of SP.		
1990	Erie County Soil Conservation Service	1390-130C
SP: Generally same as present. Vicinity: Sewer Authority "pond" present to east of SP.		

5.2 Historical Summary

A copy of the Abstract of Title for the subject property was not available for review to research past ownership and indicators of previous property usage. The City of Lackawanna municipal records and historic map/aerial photograph review indicate that the subject property was used for BSC employee row housing (SCV) from approximately 1906 to the early 1930's. It appears that the row housing units were demolished in the 1930's and the subject property was vacant and not used until the late 1950's. A baseball field was constructed on the southeast corner of the parcel in the late 1950's. Aerial photograph review indicates increased vegetation/brush growth on the parcel for the next decade (approximately 1960-1970) with only the baseball field area maintained.

"Amadori Construction" took title of the property in 1973 at which time parcel usage as a construction equipment/material storage and construction/demolition debris disposal yard began. The subject property was used for such purposes up to the early 1990's (approximately 20 years). It should be noted that the baseball field appears to have been

present on the property through the 1970's and 1980's, concurrent with Amadori usage of the subject property.

6.0 REGULATORY INFORMATION

Various Federal, State, and municipal lists of waste sites, hazardous waste generators, and hazardous material users, as well as underground storage tank (UST)/leaking UST site and complaint report compilations were reviewed by Maxim using a regulatory database report prepared by ERIIS. It should be noted that information in this report is limited by the accuracy of databases provided by these agencies.

The purpose of the records review is to obtain and review reasonably ascertainable records that will help identify past actions on the subject property or adjacent parcels that may cause environmental concerns at the subject property. The regulatory search did not indicate any past or current environmental concerns on the subject property. It should be noted, however, that the adjacent Amadori building portion of the Amadori Property was a former petroleum bulk storage facility.

According to the regulatory database report secured through ERIIS, the subject property area (City of Buffalo) has a Zone 1 average radon concentration [greater than 4.0 picocuries/liter (pCi/l)] and may be above the United States Environmental Protection Agency (USEPA) action level of 4.0 pCi/l in the subject property area. If future subject property improvements on any of the parcels include the construction of buildings with basements, the specific concentration of radon gas at that parcel should be determined to evaluate the potential for radon gas infiltration. If such improvements include the construction of buildings with slab on grade construction with no basement areas, the potential for radon gas infiltration would be low, regardless of the radon concentration. It should be noted that the Radon Zone 1 level given to the subject property vicinity may or may not reflect the actual conditions at the subject property.

7.0 FINDINGS AND CONCLUSIONS

Based upon the foregoing evaluation, it is the opinion of Maxim that historical subject property usage prior to 1973 did not indicate the potential that significant environmental degradation of the parcel had occurred. However, the post-1973 subject property usage as a construction equipment/material storage and construction/demolition debris disposal yard for approximately 20 years indicates the potential for environmental concerns at the subject property.

The specific concerns associated with parcel usage as a construction yard include petroleum product, chlorinated solvent, heavy metal and polychlorinated biphenyl (PCB) contamination potentially present in the surface/subsurface soils and/or ground water.

8.0 RECOMMENDATIONS

It is recommended that a surface/subsurface investigation be completed at the subject property to evaluate the above referenced potential for environmental degradation at the parcel. Such investigation should include test pit excavations (including debris piles), surface/subsurface soil sampling/analytical testing, ground water monitoring well installation and ground water sampling/analytical testing.

The objective of the investigation is to better determine the level, if any, of contamination present on or within the subsurface of the subject property and to develop a remedial plan of action, if required. In order to achieve this objective Maxim proposes completion of the following tasks.

Task 1 Work Plan Preparation

A detailed work plan will be developed for review and approval by the New York State Department of Environmental Conservation (NYSDEC). The work plan will include a detailed description of Tasks listed below and a schedule of activities and specific methods to be used.

Task 2 Geophysical Survey

The purpose of a geophysical survey is to determine if significant quantities of buried metal objects such as drums, scrap metal, underground storage tanks, etc. are likely to be present at the parcel. It is recommended that an electromagnetic (EM61) survey be completed. Although the significant debris located on the surface/shallow subsurface of the subject property may present interferences, the geophysical anomaly created by a substantial buried object(s) would override any surficial interferences. In addition, the EM61 unit has the capability of distinguishing shallow from deep anomalies, further minimizing the effect of surficial interferences. Completion of an EM61 survey would assist in determining the location of test pit excavations in suspect areas of the subject property as opposed to randomly completing such excavations.

Task 3 Test Pit Excavation

A test pit excavation program will be completed across the entire subject property to investigate potential filling activities that may have occurred on the parcel. In addition, the interior of construction/demolition debris piles will be exposed to examine the contents of such piles.

Task 4 Soil Sampling/Analytical Testing

A wide variety of potential contaminants may be present at the subject property. In addition, it appears that the potential contamination would have resulted from filling activities and surficial deposition on the parcel. Therefore, surficial soil samples will be collected in a uniform manner (via grid pattern) across the subject property. In addition, subsurface soil

samples will be collected during installation of five ground water monitoring wells (see Task 5) as determined by the subsurface conditions. All soil samples will be analyzed for Target Compound List (TCL) volatile/semi-volatile organic compounds, Target Analyte List (TAL) metals and PCB's in accordance with NYSDEC Analytical Services Protocol (ASP) Category B Deliverables Quality Assurance/Quality Control (QA/QC) specifications.

Task 5 Ground Water Monitoring Well Installation

In order to evaluate the ground water quality at the subject property, five ground water monitoring wells will be installed at the parcel. It is anticipated that the wells will be placed at depth of 15 to 20 feet below existing grade (BEG), with continuous soil sampling completed during drilling activities. A shallow ground water monitoring well program will facilitate evaluation of the effect that on-site fill material, as well as off-site influences, may have on the ground water quality beneath the parcel.

Task 6 Ground Water Sampling/Analytical Testing

As with the soil samples, the ground water samples will be analyzed for TCL volatile/semi-volatile organic compounds, TAL metals and PCB's in accordance with NYSDEC ASP Category B Deliverables specifications.

Task 7 Analytical Testing Data Validation

A Data Usability Summary Report (DUSR) will be provided to determine whether or not the data, as presented, meets the site/project specific criteria for data quality and data use. The DUSR will be completed by Maxim personnel experienced in analytical testing and Quality Assurance/Quality Control (QA/QC) data review.

Task 8 Report Preparation

Maxim will prepare a report consisting of pertinent data and observations from the above defined tasks. The report will include a summary of field observations, analytical testing results and an opinion as to whether the subject property has been adversely impacted from the historical site use or a potential up-gradient source. Recommendations for a remedial plan of action, if necessary will also be included in the report.

Task 9 Site Analysis/Design

The redevelopment of the subject property will require a more detailed analysis regarding the capability of the site for redevelopment. This analysis will take into consideration the environmental investigative/remediation requirements and specific future uses of the site.

9.0 COST ESTIMATE

The following cost summary is based on the anticipated scope-of-work outlined above, which represents our present judgement as to the level of effort required.

Task 1 Work Plan Preparation

- o Preparation [Environmental Geologist/Engineer]

Lump Sum \$ 2,200.00

- o Senior Level Review

Lump Sum \$ 300.00

Task 2 Geophysical Survey

- o Subcontracted Completion of An EM61 Survey

Lump Sum \$ 3,850.00

Task 3 Test Pit Excavation

- o Mobilization/Demobilization of Excavator

Lump sum \$ 220.00

- o Rental of PC120 Track Excavator

2 days @ \$470/day \$ 940.00

- o Operator For Excavator

2 days @ \$280/day \$ 560.00

- o Environmental Geologist to Monitor Test Pit Excavations

2 days @ \$400/day \$ 800.00

Task 4 Soil Sampling/Analytical Testing

- o Sampling Grid Layout/Collection
of Surface Soil Samples [2 Person Crew]

Lump Sum \$ 2,280.00

- o Collection of Subsurface
Soil Samples (Collected During
Monitoring Well Installation) No Charge

- o Analytical Testing- 14 Surface and 5 Subsurface Soil Samples
Analyzed For the Following Sample Set: TCL Volatile/Semi-
Volatile Organic Compounds, TAL Metals & PCB's [According
to NYSDEC ASP Category B Deliverables Specifications]

19 Sample Sets @ \$730/analysis \$13,870.00

- o NYSDEC ASP Analytical Testing

- ▶ 4 TCL Volatile/Semi-Volatile Organic
Compound & PCB QA/QC Analyses

4 Analyses @ \$565/Analysis \$ 2,260.00

- ▶ 2 TAL Metal QA/QC Analyses

2 Analyses @ \$165/Analysis \$ 330.00

Task 5 Ground Water Monitoring Well Installation

- o Mobilization/Demobilization of Rig
Overburden Drilling, SPT Sampling of Soils and
Installation of Five Monitoring Wells

Lump Sum \$ 1,300.00

- o Drilling Equipment Decontamination

5 Wells @ \$60/well \$ 300.00

- o Well Materials
Includes Schedule 40 PVC, Sand Pack,
Bentonite, Protective Casing, etc.

5 Wells @ \$350/well \$ 1,750.00

Task 5 Ground Water Monitoring Well Installation- (continued)

- o Drilling Rig Inspection [Environmental Geologist/Engineer]

Lump Sum \$ 800.00

Task 6 Ground Water Sampling/Analytical Testing

- o Monitoring Well Development/Sampling [2 Person Crew]

Lump Sum \$ 1,520.00

- o Analytical Testing- 5 Ground Water Samples Analyzed
For the Following Sample Set: TCL Volatile/Semi-Volatile
Organic Compounds, TAL Metals & PCB's [According to
NYSDEC ASP Category B Deliverables Specifications]

5 Sample Sets @ \$710/analysis \$ 3,550.00

- o NYSDEC ASP Analytical Testing

- 2 TCL Volatile/Semi-Volatile
Organic Compound & PCB QA/QC Analyses

2 Analyses @ \$545/Analysis \$ 1,090.00

- 1 TAL Metal QA/QC Analyses

1 Analyses @ \$165/Analysis \$ 165.00

Task 7 Analytical Testing Data Validation

- o Data Review and Preparation of NYSDEC DUSR document

Lump Sum \$ 3,000.00

Task 8 Report Preparation

- o Project Management (Includes Coordination of Subcontractors
and Task Scheduling) [Environmental Geologist/Engineer]

Lump Sum \$ 825.00

- o CADD Operator to Prepare Drawings

Lump Sum \$ 200.00

Task 8 Report Preparation- (continued)

- o Report Preparation [Environmental Geologist/Engineer]

Lump Sum \$ 3,850.00

- o Senior Level Review

Lump Sum \$ 600.00

Task 9 Site Analysis/Design

- o Site Design

Lump Sum \$ 4,660.00

- o Site Analysis

Lump Sum \$ 4,660.00

TOTAL ESTIMATED COST FOR PROJECT COMPLETION \$55,880.00

Field notes and other information relating to this project are on file in our Hamburg, New York, office and are available for review. We trust that the report presented herein satisfies your current requirements. Should you have any questions or comments, please do not hesitate to contact us. We have appreciated the opportunity to work with you on this project.

OBJECTIVES AND LIMITATIONS OF ASSESSMENT

Maxim has endeavored to meet what it believes is the applicable standard of care for the services completed and, in doing so, is obliged to advise TSA of the ESE limitations. Maxim believes that providing information about limitations is essential to help clients identify and thereby manage risks. These risks can be mitigated--but not eliminated--through additional research. Maxim will, upon request, advise TSA of the additional research opportunities available and associated costs.

This report is not a comprehensive site characterization or regulatory compliance audit and should not be construed as such. This ESE did not include any inquiry with respect to methane, ACM, lead-based paint, lead in drinking water, formaldehyde, endangered species, wetlands, subsurface investigation activities or other services or potential conditions or features not specifically identified and discussed herein. In those instances where additional services or service enhancements are included in the report as requested or authorized by the client, specific limitations attendant to those services are presented in the text of the report.

The findings and opinions conveyed via this ESE report are based upon information obtained at a particular date from a variety of sources enumerated herein, and which Maxim believes are reliable. Nonetheless, Maxim cannot and does not warrant the authenticity or reliability of the information sources it has relied upon.

This report represents Maxim's service to TSA as of the report date. In that regard, the report constitutes Maxim's final document, and the text of the report may not be altered in any manner after final issuance of the same. Opinions relative to environmental conditions given in this report are based upon information derived from the most recent site reconnaissance date and from other activities described herein. TSA are herewith advised that the conditions observed by Maxim are subject to change. Certain indicators of the presence of hazardous materials may have been latent or not present at the time of the most recent site reconnaissance and may have subsequently become observable. In similar manner, the research effort conducted for a ESE is limited. Accordingly, it is possible that Maxim's research, while fully appropriate for an ESE and in compliance with the scope of service, may not include other important information sources. Assuming such sources exist, their information could not have been considered in the formulation of our findings and conclusions.

This study/report has been prepared on behalf of and for the exclusive use of TSA/the City Lackawanna solely for its reliance in the environmental assessment of this site. TSA/the City of Lackawanna are the only parties to which Maxim has explained the risks involved and which has been involved in the shaping of the scope of services needed to satisfactorily manage those risks, if any, from the TSA/City of Lackawanna point of view. Accordingly, reliance on this report by any other party may involve assumptions whose extent and nature lead to a distorted meaning and impact of the findings and opinions related herein. Maxim's findings/opinions related in this report may not be relied upon by any parties except TSA/the City of Lackawanna. With the consent of TSA, the City of Lackawanna and Maxim, Maxim may be available to contract with other parties to develop findings and opinions related specifically to such other parties' unique risk management concerns related to the site.

Attachment 3

SITE DATA

REDEVELOPMENT AREA 54 ± ACRES
BROWNFIELD INVESTIGATIVE AREA 8.4 ± ACRES

PROPOSED USE:	WAREHOUSE	LIGHT INDUSTRIAL	OFFICE	TOTAL
NO. OF BLDGS	1	6	0	7
SQ. FT.	61,600	137,600	0	199,200
JOBS	22	222	0	244

CURRENT/ PRIVATE USE:				
SQ. FT.	93,000	60,000	15,000	168,000
JOBS	33	97	43	173

CUL DE SAC AND WILMUTH REHAB: 1,150 ± LF
REDEVELOPMENT SITE ACCESS ROAD: 2,600 ± LF



CREEKSIDE COMMERCIAL CORRIDOR

PROPOSED DEVELOPMENT
CONCEPT PLAN

LEGEND

- EXISTING BUILDINGS
- PROPOSED/ CITY CONTROLLED BUILDINGS
- CREEKSIDE COMMERCIAL CORRIDOR
- SUBJECT PROPERTY
- TRUCK ACCESS

THE SARATOGA ASSOCIATES

LANDSCAPE ARCHITECTS, ARCHITECTS, ENGINEERS AND PLANNERS, P.C.
SARATOGA SPRINGS ■ NEW YORK CITY ■ BUFFALO ■ SPRINGFIELD, MA
OCTOBER 1997

CITY OF
LACKAWANNA

Attachment 4

Development Sites, Full Build-Out Analysis

Based on the complete build-out of all City controlled development sites (project site and Lehigh Industrial park 3.1 acre site), the Consultant estimated the total gross building and job creation.

Basis of analysis:

- L-1 and B-1 zoning at 40% maximum building coverage on 11.5 acres
- Average number of gsf per employee (source: Urban Land Institute, Business and Industrial Park Development Hand book):
 - Light Industrial, 624 gsf per employee
 - Warehouse - 2,746 gsf per employee

A. L-1 Full Buildout on 11.5 Acres

137,600sf/624 sf per employee = 222 employees

B. Warehouse Full Buildout on 11.5 Acres

61,600sf/2,746 sf per employee = 22 employee

Total Build-out 199,200 sf

Number of buildings 7

New jobs 244

Based on the complete build-out of all privately owned, existing and expanding businesses within the proposed Creekside Commercial Corridor, the Consultant estimated the total gross building and job creation.

A. L-1

60,000 sf/624 sf per employee = 97 employees

B. Warehouse

93,000 sf/2,746 sf per employee = 33 employee

C. Office

15,000 sf/347 sf per employee = 43 employees

Total square feet 168,000

Number of buildings 5

Number of jobs 173

Attachment 5

7C

RESOLUTION NO. 23, 1997

WHEREAS, pursuant to legislation adopted by the New York State Department of Environmental Conservation under the 1996 Clean Water/Clean Air Bond Act Environmental Restoration Projects-Title 5; and

WHEREAS, the City of Lackawanna 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 to be in the public interest and benefit under this law to enter into a contract therewith.

NOW, THEREFORE, BE IT

RESOLVED, by the City Council of Lackawanna that Kathleen M. Staniszewski, 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 5. 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;

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;


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.

THIS RESOLUTION SHALL TAKE EFFECT IMMEDIATELY

Dated: October 6, 1997
Lackawanna, New York

APPROVED:


EDWARD D. TOKARZ, COUNCIL PRESIDENT

APPROVED
AS TO FORM AND SUFFICIENCY

CITY ATTORNEY

TO: EDZ Director

RE: Resolution, 1997

I, Joseph A. Carnevale, City Clerk of the City of Lackawanna, New York, do hereby certify the following action was adopted at the regular City Council Meeting of October 6, 1997.

Moved by Councilman Spadone seconded by Lohr to adopt resolution for assistance under the 1996 Clean Water/Clean Air Bond Act.

YEAS: Lohr, Spadone, Baldelli, Love, Tokarz

CARRIED: 5 - 0

DATED: LACKAWANNA, NEW YORK
October 6, 1997

OFFICE OF THE CITY CLERK



Joseph A. Carnevale
City Clerk

cc:

Attachment 6



CREEKSIDE COMMERCIAL CORRIDOR

PROPOSED DEVELOPMENT
CONCEPT PLAN

LEGEND

- EXISTING BUILDINGS
- PROPOSED/ CITY CONTROLLED BUILDINGS
- CREEKSIDE COMMERCIAL CORRIDOR
- SUBJECT PROPERTY
- TRUCK ACCESS

THE SARATOGA ASSOCIATES

LANDSCAPE ARCHITECTS, ARCHITECTS, ENGINEERS AND PLANNERS, P.C.
SARATOGA SPRINGS ■ NEW YORK CITY ■ BUFFALO ■ SPRINGFIELD, MA

OCTOBER 1997

CITY OF
LACKAWANNA

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Attachment 7



CONTRACT RIDER

Effective May 1, 1995, this Rider must be used in conjunction with and is a part of the following forms approved by the Greater Buffalo Association of Realtors, Inc. and the Bar Association of Erie County: 1989 Residential Contract, 1991 New Construction Contract, and 1992 Condo/Homeowners' Association Contract.

RIDER TO CONTRACT dated: May 9, 1997
between City of Lackawanna (Seller)
and Timoney Technology (Purchaser).
Property: A Street/Former Amadori Property

Seller and Purchaser agree that the following additions and/or modifications are hereby made to the above-referenced Contract:

1. ATTORNEY APPROVAL CONTINGENCY.

A. Attorney Approval. This Contract is contingent upon approval by attorneys for Seller and Purchaser by the third business day following each party's attorney's receipt of a copy of the fully executed Contract (the "Approval Period"). If either party does not identify an attorney and deliver a copy of the fully executed Contract to an attorney by the second business day following execution of the Contract by all parties, this attorney approval contingency is deemed waived by that party. If either party's attorney disapproves this Contract before the end of the Approval Period, it is void and the entire deposit shall be returned. If either party's attorney conditionally approves this Contract before the end of the Approval Period, either party may cancel this Contract upon written notice to the other party at any time prior to unconditional approval of a Contract by attorneys for both parties, and the entire deposit shall be returned. If a party's attorney neither approves nor disapproves this Contract by the end of the Approval Period, this attorney approval contingency is deemed waived by that party. Approval or disapproval must be in writing and must be received by the attorney representing the other party, if known, or the other party, before the expiration of the Approval Period. A copy of the approval or disapproval should be mailed to the real estate brokers.

B. Delivery. Delivery of the Contract and of approvals and/or disapprovals under this contingency shall be made by fax, personal delivery, first class mail or overnight letter delivery service. If delivery is made by fax, a copy of the document(s) faxed shall be mailed by first class prepaid mail no later than the first business day following the day of the confirmed fax transmission.

C. Receipt.

- (i) If delivery is made by fax, the document(s) transmitted shall be deemed received on the date the sender receives confirmation from the recipient's equipment that the entire transmission has been received, provided the required mailing is completed.
- (ii) If delivery is made by personal delivery, the document(s) delivered shall be deemed received on the date delivered.
- (iii) If delivery is made by first class mail or overnight letter delivery service, the document(s) delivered shall be deemed received on the first business day following the day upon which the documents are deposited with the postal service with required postage affixed or with the delivery service with delivery charges prepaid or charged to the sender's account.

D. Business Day. As used in this Rider, "business day" shall exclude Saturdays, Sundays and legal holidays and shall end at 5:00 p.m.

E. Use With New Construction Contract. This Attorney Approval Contingency replaces the attorney approval provision of the 1991 New Construction Contract, if applicable.

2. PRIVATE SEPTIC/WELL. If the Property is serviced by a private septic system and/or a private well, application for County Health Department approval of said non-public sewage disposal and/or water supply shall be ordered by Seller within ten (10) days after execution of this Contract by all parties, or ten (10) days after the fulfillment or removal of a sale contingency, whichever date shall later occur.

3. AGRICULTURAL DISTRICT. Seller represents that the Property is ☒ is not located partially or wholly within an agricultural district. If the Property is in an agricultural district, the following notice pursuant to Section 310 of the Agriculture and Markets Law is hereby given to the Purchaser: "It is the policy of this state and this community to conserve, protect and encourage the development and improvement of agricultural land for the production of food, and other products, and also for its natural and ecological value. This notice is to inform prospective residents that the property they are about to acquire lies partially or wholly within an agricultural district and that farming activities occur within the district. Such farming activities may include, but not be limited to, activities that cause noise, dust and odors."

4. UTILITY SURCHARGE.

A. Seller represents that there ☐ is ☒ is not a gas or electric utility surcharge applicable to the Property. If a surcharge is applicable, indicate:

Type: _____
Amount: \$ _____

Purpose: _____
Payable (i.e. monthly, yearly): _____

B. If the Property is unimproved, Seller represents that there:

- ☐ is ☐ is not currently available gas utility service at the lot location.
- ☐ is ☐ is not currently available electric utility service at the lot location.

Seller

Date

Purchaser

Date

Seller

Date

Purchaser

Date



EXCLUSIVE RIGHT TO SELL CONTRACT



THE TERMS OF THIS AGREEMENT FOR REAL ESTATE SERVICES
TO BE PROVIDED ARE NEGOTIABLE. THIS IS A LEGALLY BINDING CONTRACT.
IF YOU HAVE ANY QUESTIONS CONCERNING THIS CONTRACT,
YOU SHOULD CONSULT AN ATTORNEY BEFORE SIGNING IT

ML #

This is an agreement between CITY OF LACKAWANNA hereinafter referred to as the Seller
and **STOVROFF & POTTER REAL ESTATE INC.** hereinafter referred to as the Broker.

1. AUTHORITY AND ABILITY TO SELL

The Seller has complete legal authority and ability to sell, exchange, rent, and/or lease the Property located at A STREET
(AMADORI PROPERTY) and agrees to tender to the purchaser a good and marketable
title. The Seller has not entered into any other agreement which would affect the sale, exchange, rent and/or lease or transfer of the Property; except as
follows: (name or specify agreement) _____

2. GRANT OF EXCLUSIVE RIGHT TO SELL AND ITS TERMS

In consideration of the Broker's agreement to list the property promptly through the Multiple Listing Service (MLS) of the Western New York Real Estate
Information Services, Inc. The Seller hereby grants to the Broker, a Member of said Multiple Listing Service as of _____
(listing date), until and including 6-9-97 (expiration date), the exclusive right to sell, exchange, rent, and/or lease Property
for the sum of \$ 100,00.00 and/or at such other price or terms which Seller may consent.

The Seller agrees to pay the Broker a commission of 7% of sale or lease price providing such Property is sold, exchanged, rented and/or leased before the expiration
of this agreement, whether such a sale or lease is made by the Broker or by the Seller or by any Member of said Multiple Listing Service or by anyone else, or a
minimum commission of \$ 2,500.00 or above percentage, whichever is greater. The Seller authorizes his attorney and/or the mortgage lender to pay any balance of
sale commission owed out of sale proceeds at time of closing. Such compensation shall also be paid if the Property is sold, conveyed or otherwise transferred
within 180 days after the termination of this agreement or any extension thereof to anyone who received information about the property prior to final termination.
However, the Seller shall not be obligated to pay such compensation if a valid exclusive right to sell listing agreement is entered into during the term of such
protection period with another licensed real estate broker and a sale, exchange, rent or lease of the Property is made during the term of said protection period.

3. BROKERS REPRESENTATIONS AND SERVICES

The Broker represents that the Broker is duly licensed under the laws of the State of New York as a real estate broker. The Broker, during the term of this Contract
will: (a) Use his/her best efforts to procure a ready, willing and able buyer; (b) Assist in negotiating, in the Sellers best interest, any and all offers to purchase,
exchange, rent and/or lease the Property; (c) Provide professional advice and assistance in accordance with the Brokers legal obligations of reasonable care,
undivided loyalty, confidentiality, full disclosure, obedience and duty to account.

4. SUBAGENCY

The Seller authorizes the Broker to submit this listing to the MLS of Western New York Real Estate Information Services, Inc. thereby making a unilateral
offer of subagency to the participants in the MLS. The Seller is further aware that Seller could be liable for the misrepresentations, if any, of subagents. The
Seller may be entitled to bring legal action against the responsible subagents for reimbursement of any loss. The Seller authorizes that the compensation to the
selling subagent in a transaction shall be 3 % of the selling price or a fee of \$ _____ to be paid out of the commission stated
above.

BUYERS BROKERAGE

The Seller authorizes the Broker to cooperate with brokers who represent buyers with the understanding that such buyers' brokers will be representing only
the interests of the prospective buyers. The Seller authorizes that the compensation to the buyer's broker who is a member of Western New York Real Estate
Information Services, Inc. and participating in the transaction shall be 3 % of the selling price or a fee of \$ _____ to be paid out of
commission stated above.

6. SUBMISSION OF CONTRACT OF SALE OR LEASE

All offers to lease or purchase will be presented by the Broker and, with Sellers consent, the cooperating Broker if any.

7. OBLIGATIONS OF THE SELLER

The Seller agrees to furnish all information necessary for processing of purchaser's mortgage. The Seller shall apply for and supply to the Purchaser a current
certificate if required by government regulations showing that the property complies with any law, ordinance, regulation or code, including County Health
Department, approval of non-public sewage disposal system and water supply. The Seller shall pay any cost in applying for such certification(s). In the event
the property becomes vacant it is the Seller's responsibility for continuation of utilities, interior and exterior maintenance, lawn care and snow plowing until
transfer of title. The Seller agrees to conduct all negotiations through and to refer all inquiries to the Broker.

It is agreed that this property is listed in full compliance with local, State and Federal Fair Housing Laws against discrimination on the basis of race, creed,
color, national origin, sex, age, disability, marital status or familial status. (*some local ordinances may vary)

8. DISCLOSURE

The Seller has signed and received a Disclosure Regarding Real Estate Agency Relationships, which New York State law requires. ☐ Yes.

9. TERMINATION OR DEFAULT

The Seller understands that if the Seller terminates the Broker's authority prior to expiration of its term, that the Broker shall retain its contract rights to a
commission and recovery of advertising expenses and any other damages incurred by reason of the Seller's early termination of this agreement. If the Seller
shall default in the observation or performance of any term or covenant on the Seller's part to be observed or performed under or by virtue of any of the
terms or provisions of this Contract and if the Broker, in connection with any said default, makes any expenditure or incurs any obligations for the payment
of money, including but not limited to attorneys fees, in instituting, prosecuting or defending any action or proceeding then such sums so paid or obligations
incurred shall be paid by the Seller to the Broker.

10. AUTHORITY TO PUBLISH PROPERTY DATA

The Broker is hereby authorized to photograph said property and use such photographs in promoting the sale or lease; also, to distribute sale and lease data after
sale or lease contracts are signed. The Seller hereby acknowledges receipt of a copy of this contract and a copy of the Multiple Listing Service membership roster.

11. INFORMATION ABOUT PROPERTY

All information about the property I have given Broker is accurate and complete. The Seller understands that the Broker must disclose to prospective purchasers
and any other persons including other MLS Participants all facts known to the Broker materially affecting value or desirability of property, except as otherwise
provided by law. The Seller represents that there is a private septic system ☐ Yes ☒ No. The Seller represents that there is a private well ☐ Yes ☒ No.
The Seller authorizes the Broker to place a "For Sale"/"Sold" sign on property ☐ Yes ☒ No. The Seller authorizes the Broker to use a Lock Box ☐ Yes ☒ No.

2. LEAD BASED PAINT HAZARDS

The Seller represents that the property ☒ was or ☐ was not built prior to 1978. The Seller acknowledges that the Broker has notified the Seller of the Seller's
obligation to disclose any knowledge concerning the presence of lead based paint hazards and to provide a purchaser with an opportunity to inspect the property
for the presence of lead based paint hazards for property built prior to 1978.

OTHER THIS LISTING SHALL BE EXCLUSIVELY FOR A PROPOSED OFFER FROM

TIMONEY TECHNOLOGY.

STOVROFF & POTTER REAL ESTATE INC.

The Broker (Company)

Seller

Date

Agent

Seller

Date

EXPLANATION

The Secretary of State, State of New York, requires that the following explanation be given homeowners and acknowledged by them in the listing of property:
An "exclusive right to sell" listing means that if you, the owner of the property, find a buyer for your house, or if another broker finds a buyer, you must
pay the agreed commission to the present broker.

An "exclusive agency" listing means that if you, the owner of the property find a buyer, you will not have to pay a commission to the broker. However, if
another broker finds a buyer, you will owe a commission to both the selling broker and your present broker.

Seller

Seller

3. ☐ Purchaser shall apply for a _____ year

Check One

☐ VA

☐ FHA

☐ FHA 221d2

a. ☐ FIXED rate mortgage loan in an amount not to exceed \$ _____ plus mortgage insurance premium, if required and at an initial interest rate of _____ percent. However, purchaser agrees to accept any mortgage commitment, interest rate, or any changed commitment interest rate, as long as the rate does not exceed _____ percent plus mortgage insurance premium, if required, at the time of closing and as long as purchaser's loan fees do not exceed those listed in paragraph 12 below.

OR

b. ☐ ADJUSTABLE rate mortgage loan in an amount not to exceed \$ _____ plus mortgage insurance premium if required and at an initial interest rate of _____ percent. However, purchaser agrees to accept any mortgage commitment interest rate, or any changed commitment, interest rate, as long as the initial rate does not exceed _____ percent plus mortgage insurance premium, if required, at the time of closing, and as long as purchaser's loan fees do not exceed those listed in paragraph 12 below.

OPTION CLAUSE: VETERANS ADMINISTRATION and FEDERAL HOUSING ADMINISTRATION loans only. It is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise, in those cases involving a GI loan, if the contract purchase price or cost exceeds the reasonable value of the property established by the Veterans Administration or in those cases to be insured by the Federal Housing Administration unless the seller has delivered to the purchaser a written statement issued by the Federal Housing Commissioner setting forth the appraised value of the property (excluding closing costs) of not less than \$ _____ which statement the Seller hereby agrees to deliver to the purchaser promptly after such appraised value statement is made available to the Seller. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the appraised valuation if made by the Federal Housing Commissioner or reasonable value established by the Veterans Administration. In those cases involving FHA, the appraised valuation is arrived at and determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the property. The purchaser should satisfy himself/herself that the price and the condition of the property are acceptable.

Purchaser's application shall be made promptly and in good faith, but in no case later than _____ days after execution of this Contract by all parties. If a written commitment (expiring after the closing date) for this mortgage is not received by the Purchaser by the _____ day of _____, 19____, either Purchaser or Seller may cancel this Contract by written notice to the other and the entire deposit (less survey certification charge) shall be returned. The same shall apply if the commitment is granted but later cancelled without the fault of the Purchaser.

4. ☐ By assuming and agreeing to pay according to its terms the principal balance of the mortgage held by _____ in the approximate amount of \$ _____ payable \$ _____ monthly, interest rate _____%. Monthly payments include _____ Interest rate is adjustable _____ 1 year _____ 3 years _____ months _____ other.

Check which: The mortgage ☐ has no "balloon" payment provision.
☐ has a "balloon" payment due _____

A "balloon" payment is a required payment in full by a specific date of all unpaid principal and interest. If mortgage holder's consent to assume this mortgage is required and not obtained by the _____ day of _____, 19____, either Purchaser or Seller shall have the right to cancel this Contract by written notice to the other and all deposits will be returned to the Purchaser. If by the above date, consent for assumption is given only at an interest rate in excess of _____ % per annum, Purchaser shall have the right to cancel this Contract by written notice to Seller and all deposits will be returned to Purchaser.

5. ☒ By giving Seller a purchase money note and mortgage (*Erie County Bar Association Form*) in the amount of \$ 75,000.00 which shall be a 1st lien on the Property payable as follows: \$ 950.07 monthly including principal and interest (interest rate 9.000 %), monthly payment is based as if payments were made over 10 years, but entire unpaid balance is due at end of _____ years, with no penalty for prepayment.

NOTE: The Erie County Bar Association Form Mortgage contains a due-on-transfer provision, and is not assumable.

12. MORTGAGE LOAN FEE. (Complete if applicable.)

Seller shall pay loan fee of not more than _____ % of the mortgage.

Purchaser shall pay loan fee of not more than _____ % of the mortgage.

Purchaser shall pay Private Mortgage Insurance Fee of not more than _____ % of the mortgage.

13. COSTS. Seller shall pay for tax and title search to date of closing and for survey, transfer tax stamps and the special additional mortgage tax if it applies. Purchaser shall pay mortgage tax, fee for recording deed and mortgage, fee for survey certification charge as required by its lender (even if mortgage not approved), mortgage holders assumption fee, private mortgage insurance premium, if applicable, and all inspection and reinspection fees charged by its lender, unless otherwise agreed upon.

14. "OBJECTION TO TITLE AND TITLE INSURANCE." If Purchaser finds valid objections to Seller's title which make it unmarketable, Purchaser shall either:

a) Accept the title as presented.

b) Advise Seller of Purchaser's objections, allow Seller the later of ten days after receiving notice of the objections, or the closing date herein, in which to cure the objection, and then accept the title once cured. Provided, however, that if Seller cannot cure the objection but a fee title insurance policy covering the objection can be obtained, then Purchaser must accept same. Seller shall pay the cost of such fee title insurance at the full rate if no mortgage title insurance is required by lender, or in the event mortgage title insurance is required by lender, then seller shall pay the cost of such fee title insurance at the reduced simultaneous rate. Purchaser will pay for title insurance required by its lender.

If Purchaser elects not to accept such title as Seller can convey, and Seller cannot with due diligence cure the defect, nor obtain fee title insurance covering the objection, then this contract shall terminate. In this event, the Purchaser shall have the deposit returned to him together with reimbursement from the Seller for any non-refundable fees paid by Purchaser to Purchaser's lender to obtain a commitment for a mortgage loan, and neither party shall have any further rights as against the other.

15. IMPROVEMENT VIOLATIONS. Purchaser intends to use the Property for Single Family residence or ☐ Two Family ☐ Three Family ☐ Four Family dwelling or ☒ Other _____ and with the following intended specific improvements, or uses, if any (e.g. erection of perimeter fence, swimming pool, parking or recreational vehicles, erection of garage or other structural addition.) If any intended uses are specifically listed below, Seller will provide Purchaser with copy of restrictions (not including zoning ordinances) within twenty (20) days after execution of this Contract by all parties for review and approval by Purchaser within five (5) days after receipt of same.

The Seller shall apply for and supply to Purchaser a current certificate if required by government regulations showing that the Property complies with any law, ordinance, regulation or code, including County Health Department approval of non-public sewage disposal system and water supply. Seller shall pay any cost in applying for such certification(s).

Seller represents that there ☐ is ☒ is not a private septic system.
☐ is ☒ is not a private well.

Check which

If Property is unimproved, seller represents that there ☐ is ☐ is not currently available public water at lot location.
If Property is unimproved, seller represents that there ☐ is ☐ is not currently available sewer at lot location

If Purchaser makes valid objection to the legal status of the improvements on the Property or to the Property itself or if Seller is unable to obtain the certification(s) mentioned above without cost, except for application fees, the Seller has the choice of cancelling the Contract on written notice to the Purchaser and returning the full deposit or correcting at Seller's expense the problem(s) which caused the objection within a reasonable time so that the certification(s) may be obtained.

16. CLOSING FUNDS. The Purchaser represents that except for the proceeds of any mortgage financing described in this contract, the Purchaser ☒ is ☐ is not in actual possession of sufficient funds to close this transaction, and does ☐ does not ☒ require the closing of the sale of any other real estate to obtain sufficient funds.

CAUTION: This paragraph does not create a contingency. If Purchaser intends to make this Contract contingent upon the sale of real estate, The Bar Association of Erie County Contingency Rider should be used.

17. CLOSING. This Contract shall be closed at the County Clerk's Office on the _____ day of July, 19 97, or at such other time and place as Seller and Purchaser mutually agree upon. Time is not of the essence as to the closing date; either party may after the above date, upon reasonable notice, declare time to be of the essence and set such a closing date.

18. BROKER'S COMMISSION. Seller and Purchaser agree Stovroff & Potter brought about this sale and the Seller agrees to pay the entire broker's commission. Seller authorizes his attorney to pay any balance of sale commission owed out of sale proceeds. The deposit(s) shall be held in escrow by M&T Bank

19. CONDITION OF PROPERTY. Purchaser has satisfied himself/herself that the price and condition of the property and its contents are acceptable.

20. ENTIRE AGREEMENT. This Contract of sale with (insert "no" or number) 1 Riders contains the entire agreement between the Seller and Purchaser and nothing is binding on either of them which is not contained in this Contract. This Contract is intended to bind the Seller and Purchaser and those who succeed to their interests.

21. SIGNATURES. Unless all of the persons whose names appear at the beginning of the Contract sign it on or before the 9 day of June, 19 97, this Contract shall not become effective.

Seller SS#	Date	Purchaser SS#	Date
Seller SS#	Date	Purchaser SS#	Date
Seller SS#	Date	Purchaser SS#	Date
Seller SS#	Date	Purchaser SS#	Date

Sellers Forwarding Address Following Closing: _____

RECEIPT OF DEPOSIT

Received the initial deposit of \$ _____ on account from Purchaser. Received by: _____

Seller's Attorney

Name Frank Bybel
Address 714 Ridge Road
City, State, ZIP Lackawanna, N.Y. 14218
Tel. No. 827-6489

Purchaser's Attorney

Name Carl Paladino
Address 210 Ellicott Square
City, State, ZIP Buffalo, N.Y. 14203
Tel. No. 852-8222 fax 852-2829

Proposed Lender

Name _____
Address _____
City, State, ZIP _____
Tel. No. _____



This Contract is recommended for the sale of residential real estate,
whether improved or unimproved,
and is not recommended for the sale of a condominium or townhouse.



CONTRACT

CAUTION: IT IS RECOMMENDED THAT ANY PERSON NAMED IN THIS CONTRACT
CONSULT HIS OR HER ATTORNEY BEFORE SIGNING.

Date: MAY 9, 1997, Seller and Purchaser agree as follows:

Seller City of Lackawanna
Address: 714 Ridge Road Lackawanna, N.Y. 14218

Purchaser Timoney Technology
Address: 2560 Hamburg Turnpike Lackawanna, N.Y. 14218

1. AGREEMENT. Seller shall sell and Purchaser shall buy on the terms stated in this Contract.
2. PROPERTY. The Property is described as follows:

A Street
Street address

City, Village, Town of Lackawanna, County of Erie 14218, State of New York.
Additional description and/or premises as per attached survey. (If legal description, subdivision lot number or dimensions and location with distance from nearest intersecting street are not available, use tax bill number and description set forth on tax bill.)

TI#140900-141.200-0001-002.100/0000. A steel building of a commercial/ industrial nature of approximately 15376 square feet, situate on a lot approximately 188.05 feet by 449.88 feet, as a more accurate survey will show

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CITY OF LACKAWANNA

MAY -9 PM 2:30

Purchaser will accept the Property subject to restrictions of record providing they do not conflict with the present intended specific improvements or uses of the Property as described in Paragraph 15 of this Contract, and have not been violated, unless their enforcement is barred by law; water lines, sanitary sewer, drainage, gas distribution line and main, electrical and telephone easements and rights-of-way of record provided they are or may be used to service the Property and provided buildings and other improvements on the Property are not on the easements; and also

3. PRICE. The purchase price is payable as follows:

When Purchaser signs this contract (deposit)

When Seller signs this contract (additional deposit) within 48 hours thereafter

On delivery of deed (in cash or certified funds)

\$ 100,000.00
\$ 100.00
\$ 24,900.00
\$ adjusted balance

*(purchase price less deposits and mortgage amounts, if any, shown in Paragraph 11B, 4 or 5 below, subject to closing adjustments and exact balance at time of closing of assumed mortgage, if any).

4. THIS SALE INCLUDES. "CAUTION: READ THIS CAREFULLY"

- (a) all buildings and improvements on the Property and all rights of Seller to all streets, highways, alleys, driveways, easements and rights-of-way relating to the Property.
- (b) the following items, if presently on the Property, belong to the Seller and are included (unless excluded below): all heating, plumbing, lighting fixtures and bulbs, all flowers, shrubs, trees (except free standing); linoleum, window shades, curtain rods, traverse rods, storm windows and storm doors, screens, awnings; exterior T.V. antennas and rotor motor and controls, water softeners, sump pumps, bathroom fixtures, matching mirrors over vanities, weather vanes, window boxes, fences, chandeliers, flag poles, fireplaces, fireplace screens, grates and glass enclosures, wall to wall carpeting and runners, garbage disposals; garage door openers including hand-held units, ceiling fans, exhaust fans and hoods, air conditioning (except window) units, oil and gas-fired space heaters; woodburning stoves, fireplace inserts, all style window or door blinds, security system, intercom system, smoke detectors, and also (unless such items are free standing) all cabinets, mirrors, dishwashers, ovens, ranges, shelving, trash compactors, humidifiers and dehumidifiers, gas operated post-type outdoor grills, swimming pools and pool equipment, mailboxes, utility sheds, and also

Seller represents that all of the above will be in working order at the time of closing unless specifically sold "as is", on the date of this Contract, by listing as follows:

EXCLUDED FROM THIS SALE ARE: Furniture and household furnishings; and also

5. **ADJUSTMENTS AT CLOSING.** There shall be prorated and adjusted, as of 12:00 midnight prior to delivery of the deed, rents, fuel oil, mortgage interest, non-delinquent taxes and assessments appearing on current tax bills computed on a fiscal year basis, water and sewer charges and the following items (list insurance, or other items to be adjusted) _____

For adjustment purposes, all rents will be considered paid to the Seller, if due at the date of adjustment. Purchaser will accept title to the Property subject to, and will pay, all assessments and installments of assessments for special or local improvements not yet due and payable as of the closing date, provided they appear on the current tax rolls.

When a mortgage is assumed, Seller shall furnish to Purchaser at closing a statement by the mortgage holder stating the unpaid balance, interest due and terms of payment and shall transfer to Purchaser all money held in escrow by the mortgage holder and Purchaser shall pay the amount to Seller. Purchaser shall then, within five days after closing, notify mortgage holder of the assumption and comply with all requirements of mortgage holder to facilitate the assumption.

6. **SEARCH AND SURVEY.** Seller shall order from an abstract company, the search, and order the survey, within 10 days after execution of the contract and shall deliver the same not less than 21 days before the closing date shown in paragraph 17 hereof. Search shall be fully guaranteed tax and title search which covers the premises only, the first set-out of which shall be the first recorded source of title in Erie County Clerk's office; the last continuation of which shall be dated after this Contract and where not covered by the search, a local tax certificate. The survey shall be dated after this Contract, prepared and certified according to Bar Association of Erie County standards, certified to Purchaser's lender according to its requirements, and show the Property and location of all buildings, other structures, and improvements affecting it. If vacant land, the Property is to be staked.
7. **DEED.** At closing, Seller shall deliver to Purchaser a warranty deed (or fiduciary deed where appropriate) with lien covenant giving good and marketable title in fee simple, free and clear of all encumbrances except as stated in this Contract. In the event Seller is a corporation, Seller may deliver to Purchaser a bargain and sale deed with covenant against grantors acts.
8. **LENDERS APPRAISAL AND FINAL INSPECTION.** Seller shall have utilities in service at time of mortgage lender's appraisal-inspection. Before closing (but after written mortgage commitment has been obtained), Purchaser shall have the right to inspect the Property with all utilities in service at Seller's expense on reasonable notice to Seller.
9. **POSSESSION.** Subject only to the tenancies recited in Paragraph 10 below, purchaser shall have possession and occupancy of all the Property and Seller shall be out of the Property at the time of the delivery of the deed.
10. **TENANTS.** The premises are subject to the following tenancies: (List all tenants, rents, leases and expiration dates, and security deposits if any). _____

All security deposits will be turned over to the Purchaser at closing and notice of same shall be delivered by the Seller to the tenant within five days after closing.

Seller represents that the premises are ☐ are not ☒ subject to rent control.

Seller shall not enter into any lease agreements prior to closing without the written approval of Purchaser. Seller shall furnish copies of all leases to Purchaser prior to closing.

Seller represents there are no known defenses available to tenants as to the enforcement of Seller's rights as landlord.

11. FINANCING

A. ☐ ALL CASH PURCHASE: NO MORTGAGE TO BE OBTAINED.

B. MORTGAGING

NOTE: More than one type can be selected, but Purchaser is not required to apply for all types selected.

1. ☐ Purchaser shall apply for a _____ year conventional FIXED rate mortgage loan in an amount not to exceed \$ _____ and at an interest rate of _____ percent plus private mortgage insurance, if required. However, purchaser agrees to accept any mortgage commitment interest rate, or any changed commitment interest rate, as long as the rate does not exceed _____ percent plus private mortgage insurance, if required, at the time of closing, and as long as purchaser's loan fees do not exceed those listed in paragraph 12 below.

-OR-

2. ☐ Purchaser shall apply for a _____ year conventional ADJUSTABLE rate mortgage loan in an amount not to exceed \$ _____ plus private mortgage insurance, if required, and at an initial interest rate of _____ percent. However, if purchaser agrees to accept any mortgage commitment interest rate, or any changed commitment interest rate, as long as the initial interest rate does not exceed _____ percent plus private mortgage insurance, if required, at the time of closing; and as long as purchaser's loan fees do not exceed those listed in paragraph 12 below.

Seller's initials _____ Date _____

Purchaser's Initials PK- vii

Date 5-9-92

Seller's initials _____ Date _____

Purchaser's Initials _____

Date _____

-OR-